



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

OCTOBER 3, 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. Domestic Violence Awareness Month

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. September 19, 2023 - Regular City Council Meeting
 - b. September 20, 2023 - Special City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 3 with Pegasus Engineering, LLC for grant application development for the FEMA Hazard Mitigation Grant Program (HMGP) Application for the Elevation of 9 Flood-Prone Homes under Hurricane Nicole (DR-4680-FL)
 - b. Approval of Task Authorization No. 4 with Pegasus Engineering, LLC for grant application development for the FEMA Hazard Mitigation Grant Program (HMGP) Application for the Acquisition and Demolition of 7 Flood-Prone Homes under Hurricane Nicole (DR-4680-FL)

- c. Approval of Task Authorization No. 5 with Pegasus Engineering, LLC for grant application development for the FEMA Hazard Mitigation Grant Program (HMGP) Application for the Elevation of 5 Flood-Prone homes under Hurricane Nicole (DR-4680-FL)
 - d. Approval of Task Authorization No. 6 with Pegasus Engineering, LLC for grant application development for the FEMA Hazard Mitigation Grant Program (HMGP) Application for the Demolition and Reconstruction of 1 Flood-Prone Home under Hurricane Nicole (DR-4680-FL)
 - e. Approval of Task Authorization No. 7 with Pegasus Engineering, LLC for grant application development for the FEMA Hazard Mitigation Grant Program (HMGP) Application for the Acquisition and Demolition of 1 Flood-Prone Home under Hurricane Nicole (DR-4680-FL)
- 9. Approval of Major Special Event Request for The Doghouse Bar and Grill Biketoberfest 2023 Event at 3400 S. Nova Road
 - 10. Approval of Major Special Event Request for the Daytona's Original First Turn Biketoberfest 2023 Event at 5164, 5204, and 5236 South Ridgewood Avenue
 - 11. Resolution No. 23-44 - Ratification of Actions Taken During Hurricane Idalia
 - 12. Resolution No. 23-45 - Reimbursement Resolution for Public Safety Equipment
 - 13. Resolution No. 23-46 – Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Application to Request Funds to Elevate 9 Flood-Prone Homes
 - 14. Resolution No. 23-47 – Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Application to Request Funds to Acquire and Demolish 7 Flood-Prone Homes.
 - 15. Resolution No. 23-48 – Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Application to Request Funds to Elevate 5 Flood-Prone Homes
 - 16. Resolution No. 23-49 – Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Application to Request Funds to Demolish and Reconstruct 1 Flood-Prone Home
 - 17. Resolution No. 23-50 – Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Application to Request Funds to Acquire and Demolish 1 Flood-Prone Home

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

E. COUNCIL COMMENTS

- 18. Comments/Concerns from Council Members

F. SPECIAL REPORTS

- 19. Report from KemperSports on the Cypress Head Golf
- 20. State of Florida PACE Program by Will Roberts, Volusia County Tax Collector

G. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

21. Environmental Advisory Board Appointment

22. Police Pension Board Appointment

H. PUBLIC HEARING

23. Second Reading - Ordinance No. 2023-13 - 4th Amendment to the Master Development Agreement and Conceptual Development Plan for the Pavilion at Port Orange Planned Commercial Development (CASE NO. PRZA-23-0005)

24. First Reading Ordinance No. 2023-15 - Implementing the State's Statutory Mandate to Prepare Business Impact Estimates Pursuant to Section 166.041, Florida Statutes.

I. REGULAR AGENDA

25. Resolution No. 23-51 - Opposition to the Proposed Construction of the Belvedere Fuel Farm

26. Discussion on Legislative Priorities for 2024

J. ADDITIONAL ITEMS

27. City Attorney

28. City Manager

K. COUNCIL COMMITTEE REPORTS

29. City Council Committee Reports

a. River to Sea TPO - Vice Mayor Reed Foley

b. Arthaus - Vice Mayor Reed Foley

L. ADJOURNMENT

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



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



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

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2

Regular City Council Meeting

10/3/2023

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WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 19, 2023

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

Invocation by Pastor John Mazza of Family Worship Center

Pledge of Allegiance

Roll Call	Present:	Councilman Tracy Grubbs Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Reed Foley Mayor Donald Burnette
	Also Present:	Wayne Clark, City Manager Matthew Jones, City Attorney Tracee Cody, Deputy City Clerk

4. Swearing-In Ceremony for Councilman Tracy Grubbs District 2

Councilman Tracy Grubbs was sworn in by Assistant City Manager/City Clerk, Robin Fenwick.

PROCLAMATIONS

5. Childhood Cancer Awareness Month

Mayor Donald Burnette read the proclamation for Childhood Cancer Awareness Month.

CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only

There were none.

7. Agenda Approval

There were no changes requested by Council.

Motion to approve the agenda as presented was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by voice vote.

8. Approval of Minutes
 - a. September 5, 2023 - Regular City Council Meeting
 - b. September 6, 2023 - Special City Council Meeting
9. Bid Awards and Contract Items
 - a. Approval of Change Order No. 3 for Task Authorization No. 9 to TEDS/Stamley Consultants (SUN Trail design)
 - b. Approval of FDOT State-Funded Grant Agreement Time Extension No. 1 to Contract G2E34 for the St. John's River to Sea (SJR2C) Loop Trail SUN Trail design
 - c. Approval to Award RFP 23-15 for Disaster Monitoring and Grant Consulting to Thompson Consulting Services, LLC as the primary vendor, and Integrated Solutions Consulting and Tetra Tech, Inc. as alternates.
 - d. Approval of Extension No. 1 of the Animal Services and Trap Neuter Release (TNR) Agreement with Halifax Humane Society (HHS)
10. Approval of FY 2023 Utility Billing and Accounts Receivable Accounting Adjustment
11. Resolution No. 23-39 - Approval of Florida Division of Emergency Management Subrecipient Agreement for Hurricane Nicole
12. Resolution No. 23-40 - Support of the Volusia County Spruce Creek Dredging Project and Use of 6500 Spruce Creek Road as an Offload/Staging Site
13. Resolution No. 23-43 - Adopting Inventory List of Real Property to which City holds Fee Simple Title for Use as Affordable Housing (Required by Florida Statutes Section 166.0451)

Motion to approve the Consent Agenda as presented was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Agenda)

14. Spruce Creek Dredging Project Presentation by Niles Cyzycki, Activity Project Manager, with the Volusia County Coastal Division

Niles Cyzycki, Activity Project Manager, with the Volusia County Coastal Division provided details on the Spruce Creek Trestle Dredging Project being completed by Dredging & Marine Consultants, LLC. Mr. Cyzycki explained the execution process would be about six months due to the permitting process.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Robert Lloyd, resident, spoke about the Spruce Creek remediation in years past and thanked Volusia County and Council's support of the dredging project

15. Comments/Concerns from Council Members

Councilman Stiltner asked Wayne Clark, City Manager, to provide an update on the progress of the conditions to the Dunlawton medians and thanked Volusia County for taking on the dredging project. All council members thanked Volusia County and Dredging & Marine Consultants, LLC, are in support of the project, and eager for its end results.

Vice Mayor Foley inquired about traffic flow along the route during the dredging project for either staff or Mr. Cyzycki to answer at a later time.

Councilman Tracy Grubbs commented on the upcoming Parks Bond initiative and would like to see biking and walking trails throughout the parks to connect within the city.

Mayor Burnette commented on the verdict of Officer Jason Raynor's case and encouraged citizens to acknowledge and support police officers. He also spoke about the fuel farm opposition near Ormond Beach and the Resolution of Support that he has requested be placed on the next meeting's agenda for consideration.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

16. Citizen Advisory Committee for TPO

Bobby Ball, member of CAC for TPO, provided an update from their recent meeting.

17. Environmental Advisory Board Report

John Macaluso, Vice Chair of the Environmental Advisory Board, provided details from their recent meetings.

PUBLIC HEARING

18. Second Reading - Ordinance No. 2023-09 - Amendment to Chapter 54, Article V, Police Pension Fund of the Code of Ordinances (Line of Duty Death)

Mayor Burnette read Ordinance No. 2023-09.

ORDINANCE NO. 2023-09

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, AMENDING SECTION 54-122, DEFINITIONS, ADDING A NEW DEFINITION FOR "DOMESTIC PARTNER" AND ADDING "PARTICIPANT" TO THE

DEFINITION OF POLICE OFFICER; CREATING A NEW SECTION 54-132.5, BENEFITS PAYABLE IN THE EVENT OF A PARTICIPANT KILLED IN THE LINE OF DUTY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2023-09 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

19. First Reading - Ordinance No. 2023-13 - 4th Amendment to the Master Development Agreement and Conceptual Development Plan for the Pavilion at Port Orange Planned Commercial Development (CASE NO. PRZA-23-0005)

Mayor Burnette read Ordinance No. 2023-13.

ORDINANCE NO. 2023-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE PAVILION AT PORT ORANGE PLANNED COMMERCIAL DEVELOPMENT (PCD) AND CONCEPTUAL DEVELOPMENT PLAN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2023-13 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner.

Penelope Cruz, Planning Manager, provided details of the proposed Ordinance and answered questions from Council regarding reducing traffic impact. Applicant, Steve Schlossberg of Splash Car Wash, also responded to Vice Mayor Foley's question about cross access and the flow of traffic.

Robert Reinhausen, resident, commented on the item that he feels there should be a policy that the City gets consideration from the developer in return for giving up a requirement to the Land Development Code.

Motion carried unanimously by roll call vote.

20. Variance from Chapter 16, Section 9(c)(8) of the Land Development Code (LDC) - Setback for a Camouflage Communication Tower/4500 Eastport Parkway (CASE NO. VARC-23-0006)

Motion to approve a variance from the Land Development Code (LDC) to reduce the north setback to 55 feet, east setback to 118 feet, and west setback to 59 feet for a camouflage monopine communications tower in lieu of the 165 feet setback required by the LDC as recommended by the Planning Commission at their August 24, 2023 meeting was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner.

Ms. Cruz provided details of the request.

Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

21. City Attorney

There was nothing further.

22. City Manager

Mr. Clark said Susan Lovallo, Parks & Recreation Director, will provide an update to the Parks Bond initiative at the October 17 Council meeting. Mr. Clark also mentioned that the Water & Sewer fees previously discussed at a Council workshop will not increase in October. The proposal to increase these fees will come before Council in November to become effective in January.

COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

a. General Employees' Pension Board - Councilman Scott Stiltner

Councilman Stiltner provided details from their last meeting.

b. Arthaus - Vice Mayor Reed Foley

Vice Mayor Foley had nothing to report as he has not had a meeting with Arthaus yet.

c. Roundtable of Elected Officials - Mayor Donald Burnette

Mayor Burnette provided details from their recent meeting.

d. Port Orange/South Daytona Chamber of Commerce - Mayor Donald Burnette

Mayor Burnette provided details from their recent meeting.

e. First Step Shelter - Mayor Donald Burnette

Mayor Burnette said the meeting will be on Monday, October 25, 2023.

ADJOURNMENT – 7:37 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 20, 2023

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

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Councilman Tracy Grubbs Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Reed Foley (arrived at 5:32 p.m.) Mayor Donald Burnette
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	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Deputy City Clerk Tracee Cody
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DISCUSSION / ACTION

4. Discussion on Final City Millage and Final City Budget for FY 2024

Mayor Donald Burnette announced the public hearing is now convened to discuss the final millage rate and budget. The Fiscal Year (FY) 2024 budget commences on October 1, 2023 and continues through September 30, 2024. The City of Port Orange is the taxing authority and the current year taxable value for operating purposes is \$5,048,363,095. We will begin with Council discussion of the final millage necessary to fund the FY2024 final budget for the City of Port Orange. The tentative millage rate and proposed final millage rate is \$4.9999 mills per \$1,000 of valuation which represents a 12.49% increase in ad valorem tax revenues above the rolled-back rate of \$4.4447. In addition to the foregoing final millage levy, there is a voter approved millage levy of 0.1885 mills necessary to fund the debt service payments on the 2006 general obligation bond for public safety capital facilities which were refunded in 2016.

Mayor Donald Burnette asked the City Manager to comment on the increase in millage over the rolled-back rate and the specific purposes for the increase. Wayne Clark, City Manager, explained the factors that impact the increase in millage rate are inflation, funding for market competitive wages for employees, contractual obligations, cybersecurity upgrades, and public safety.

Mayor Donald Burnette asked Council for discussion relating to the reasons for the

increase in the final millage above the rolled-back rate.

There were no public comments and Council had no revisions to the proposed final budget as presented.

5. Resolution No. 23-41 - Adopting the Final Millage Rate for FY 2023-2024

Mayor Donald Burnette read Resolution No. 23-41.

RESOLUTION NO. 23-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL AD VALOREM PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2024 (OCTOBER 1, 2023 TO SEPTEMBER 30, 2024); PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 23-41 adopting the City of Port Orange FY2024 final millage rate of 4.999 mills per \$1,000.00 of valuation was made by Vice Mayor Reed Foley and seconded by Councilman Drew Bastian. Motion carried 4-1 by roll call vote with Councilman Scott Stiltner voting no.

Mayor Donald Burnette announced the adopted final millage rate of 4.9999 mills per \$1,000.00 of valuation is a 12.49% increase in ad valorem tax revenues above the rolled-back rate.

6. Resolution No. 23-42 - Adopting the Final Budget for FY 2023-2024

Mayor Burnette read Resolution No. 23-42.

RESOLUTION NO. 23-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL OPERATING BUDGET FOR FISCAL YEAR 2024 (OCTOBER 1, 2023 TO SEPTEMBER 30, 2024) FOR THE CITY OF PORT ORANGE; PROVIDING FOR APPROVAL OF THE FINAL BUDGET FOR FISCAL YEAR 2023-24; PROVIDING FOR APPROPRIATION AND PROCEDURES; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 23-42 adopting the City of Port Orange FY2024 final budget was made by Vice Mayor Reed Foley and seconded by Councilman Drew Bastian. Motion carried 4-1 by roll call vote with Councilman Scott Stiltner voting no.

Mayor Donald Burnette announced the budget includes all operating and capital costs for FY 2024. This budget includes the General, Special Revenue, Debt Service, Capital, Enterprise and Internal Service Funds. The adopted City-wide FY 2024 budget for all funds is \$187,843,104.

ADJOURNMENT – 5:38 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (C8a) Approval of Task Authorization No. 3 with Pegasus Engineering, LLC for grant application development for the FEMA Hazard Mitigation Grant Program (HMGP) Application for the Elevation of 9 Flood-Prone Homes under Hurricane Nicole (DR-4680-FL)

DEPARTMENT: Community Development

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

RECOMMENDED MOTION: Move to approve Task Authorization No. 3 with Pegasus Engineering, LLC and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Pegasus Engineering, LLC has an existing contract with the City to provide assistance in preparing and submitting FEMA Hazard Mitigation Grant Program (HMGP) applications. Staff is requesting the services of Pegasus Engineering, LLC to prepare and submit a FEMA Hazard Mitigation Grant Program (HMGP) application to the State of Florida Division of Emergency Management (FDEM) in order to secure FEMA funding to offset the costs associated with the implementation of the proposed elevation of 9 flood-prone homes with a high risk of repetitive flooding. The locations of the 9 homes are shown on the attached location map.

Task Authorization No. 3 corresponds with HMGP Resolution No. 23-46 to elevate 9 flood-prone homes on the 10/3/2023 City Council agenda. Task Authorization No. 3 will not exceed \$38,750. Upon being selected for HMGP funding, the Pegasus fee will be eligible for reimbursement from FEMA as pre-award costs under a Sub-Recipient Management Cost allocation (100% Federal match).

HMGP funding for structure elevation is a cost reimbursement grant that has a 75% federal / 25% non-federal cost share. The homeowners who are voluntarily participating in this grant application will be responsible for the 25% non-federal cost share of the construction costs.

The total estimated cost to elevate the 9 homes is \$2,890,736 (\$321,192 per home). The city will be requesting reimbursement of \$2,168,052 from FEMA at project completion and \$722,684 from the homeowners (\$80,298 per home) before the start of construction.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Pegasus Engineering LLC RFSQ 23-11 Task Authorization No. 3 - Elevation of 9 Flood Prone Homes Under Hurrican Nicole (DR-4680-FL)	Pegasus Engineering LLC RFSQ 23-11 Task Authorization No. 3 - Elevation of 9 Flood Prone Homes Under Hurrican Nicole (DR-4680-FL).pdf
2.	Nicole - Elevation 1 Location Map	Nicole - Elevation 1 Location Map.pdf
3.	Pegasus Master Contract CA8124	Pegasus Master Contract CA8124.pdf
4.	9-home Elevation HMGP Grant Application Services Pegasus Proposal (09-12-2023)	9-home Elevation HMGP Grant Application Services Pegasus Proposal (09-12-2023).pdf
5.	Pegasus COI expires 09 18 2024	Pegasus COI expires 09 18 2024.pdf

Margaret Tomlinson	Created/Initiated - 9/14/2023
Tim Burman	Approved - 9/14/2023
John McKinney	Approved - 9/18/2023
Shannon Balmer	Approved - 9/21/2023
Wayne Clark	Approved - 9/22/2023
Tracee Cody	Final Approval - 9/28/2023

TASK AUTHORIZATION NO. 3
Contract for Services dated May 16, 2023
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified above, 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 Hazard Mitigation Grant Program ("HMGP") application to the State of Florida Division of Emergency Management ("FDEM") in order to secure Florida Emergency Management Agency ("FEMA") for the elevation of nine (9) flood-prone homes under Hurricane Nicole (DR-4680-FL), and as more particularly described in Contractor's Proposal, attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within two (2) years 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 \$38,750.00. 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. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and

current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1,

the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and

mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its

successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon

request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor,

Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).”

(e) Copeland Anti Kick Back Act: Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any

violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by

the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal

funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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:

PEGASUS ENGINEERING, LLC

Printed Name: _____ By: _____
Fursan Munjed, Managing Member

Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 7 Pages



September 12, 2023

P-229791

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage
Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Subj: Grant Application Development for the Elevation of 9 Flood-Prone Homes as part of the
Hazard Mitigation Grant Program under Hurricane Nicole (DR-4680-FL)**

Dear Ms. Tomlinson:

As requested, we are pleased to submit this proposal to the City of Port Orange to perform grant services associated with the Grant Application Development for the Elevation of 9 Flood-Prone Homes as part of the Hazard Mitigation Grant Program (HMGP) under Hurricane Nicole (DR-4680-FL) project.

In essence, the City of Port Orange's Flood Mitigation Program encompass three distinct flood mitigation categories the City is interested in participating: typical elevation project, mitigation reconstruction project, which entails the demolition and reconstruction of homes that are not feasible for elevation, and acquisition demolition. This proposal specifically encompasses the preparation of a HMGP grant application for the typical elevation of 9 homes with a high risk of repetitive flooding. Please note upon being selected for HMGP funding, these services may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Upon the successful HMGP funding obligation of the HMGP grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out documents). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Under this contract, Pegasus Engineering will be responsible for the performance of the following tasks, at a minimum:

1. Review various e-mail correspondence from the City and the homeowners documenting the reported flooding associated with Hurricanes Ian, Nicole, and any other prior storm events.
2. Attend coordination meetings with City of Port Orange staff to discuss observed and claimed flooding extent and steps to follow in consideration of the removal of structures from harm's way.
3. Coordinate with City staff to prepare for and conduct one-on-one meetings with the homeowners in order to address specific mitigation questions as well as to address the homeowners' concerns.
4. Review available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals provided by City of Port Orange officials and the homeowners.
5. Perform a field assessment of the homes that will be part of the HMGP application.
6. Coordinate with City of Port Orange staff regarding the finished floor elevations, photographs of each structure, and required signatures from homeowners on FEMA specific forms, as deemed necessary. Pre-bidding coordination with City of Port Orange staff is also anticipated.
7. Coordinate with City of Port Orange and different mitigation contractors regarding the mitigation proposals, proposed mitigation costs, and implementation associated with each structure.
8. Collect the supporting technical documentation associated with the various structures to be mitigated for the preparation of the Benefit Cost Analysis.
9. Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project.

10. Prepare a draft FEMA HMGP application package, which will include, but may not be limited to, the following information:

- ✓ HMGP Application
- ✓ Mitigation Worksheet
- ✓ Local Mitigation Strategy Support Letter
- ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
- ✓ Budget / Costs Estimate, including materials, labor and fees paid
- ✓ Photographic Documentation (Dry Conditions)
- ✓ Environmental Justice
- ✓ Concurrence Letter from the Floodplain Manager
- ✓ Pre-Award Form
- ✓ Sub-Recipient Management Cost Form
- ✓ Property Appraiser Reports
- ✓ Mitigation Specific Forms
- ✓ Recorded Historic Damages
- ✓ BCA Data Source Justification

11. Prepare and submit a final FEMA HMGP application package to FDEM via the online portal on or before the deadline for submission of October 20th, 2023, as established by FEMA.

12. Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews of the HMGP application. These efforts will include direct coordination with FDEM representatives during the review of the HMGP application.

13. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.

14. Coordinate closely with the homeowners and address their questions and concerns related to the flood mitigation under elevation category, as needed.

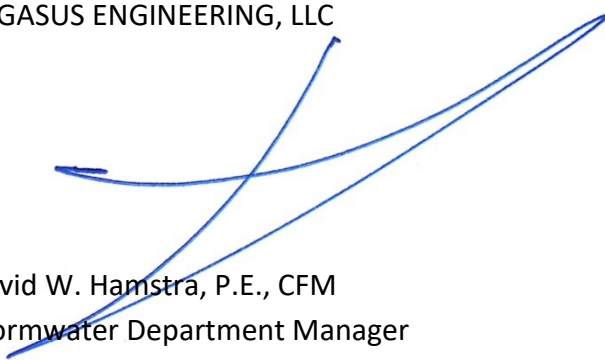
15. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

The above-described services will be performed for an hourly not-to-exceed fee amount of **\$38,750**, in accordance with attached manhour and fee estimate (refer to Attachment "A").

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC



David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Debra Neher, City of Port Orange
Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

**City's Flood Mitigation Program due to Impacts of Hurricane Nicole
Grant Application Development for the Elevation of 9 Flood-Prone Homes as part of the
Hazard Mitigation Grant Program under Hurricane Nicole (DR-4680-FL)**

Approved for Pegasus Engineering, LLC



Fursan Munjed, P.E.

Principal
Officer's Title

September 12, 2023
Date

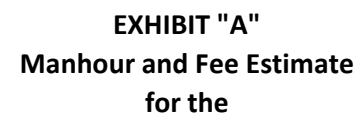
This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

See Task Authorization No 3 Page 22

Authorized Signature

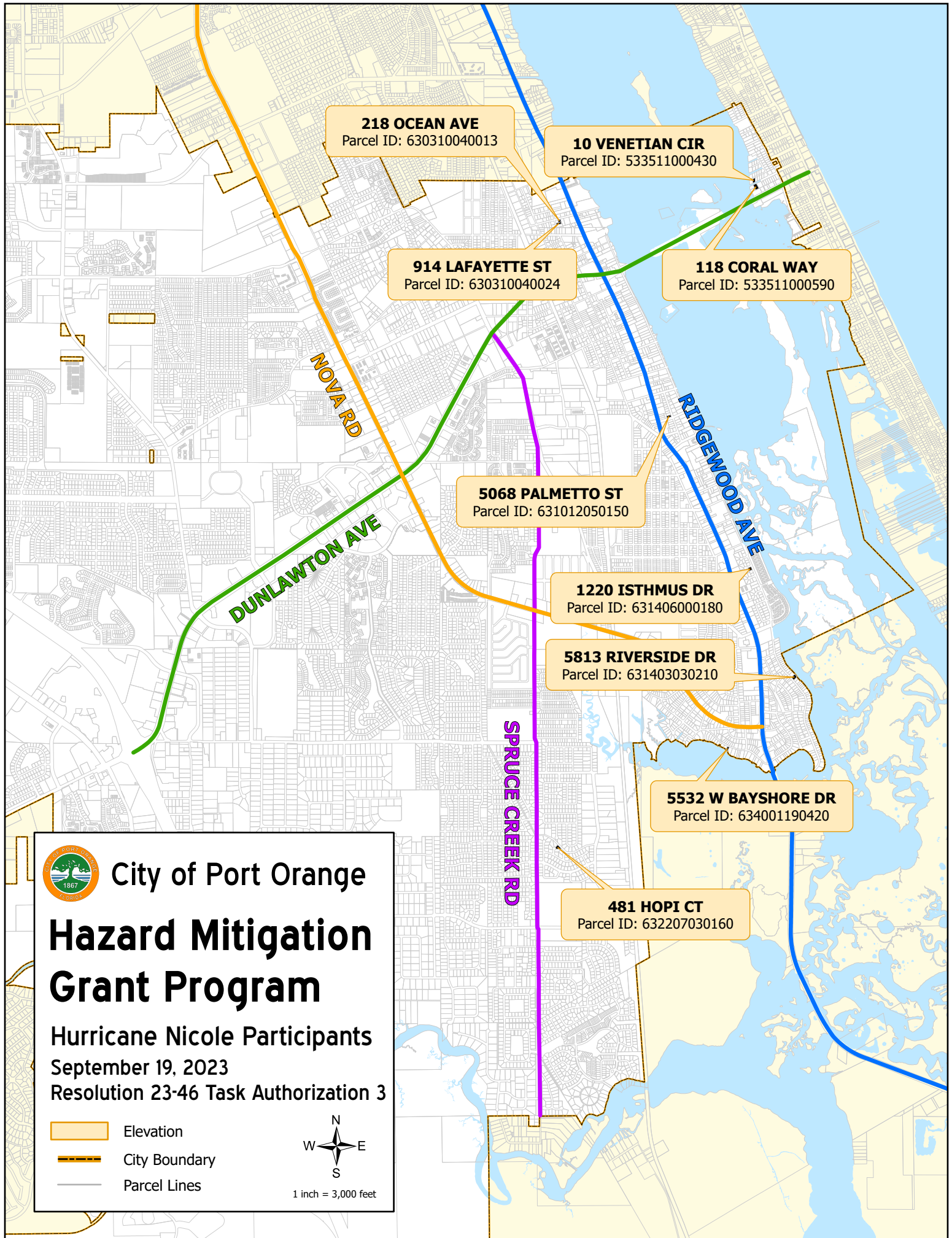
Officer's Title

Date



GRANT APPLICATION DEVELOPMENT FOR THE ELEVATION OF 9 FLOOD-PRONE HOMES AS PART OF THE HAZARD MITIGATION GRANT PROGRAM UNDER HURRICANE NICOLE

Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00		
Review various e-mail correspondence from the City and the homeowners documenting the reported flooding		4	4		2	10	\$1,510.00
Attend coordination meetings with City staff to discuss project specifics	4	4				8	\$1,520.00
Conduct one-on-one meetings with the homeowners in order to address specific mitigation questions	2	9	5		2	18	\$2,975.00
Review available flood loss history, elevation certificates, flood insurance declaration documents, etc.		9	9		4	22	\$3,355.00
Perform a field assessment of the homes that will be part of the HMGP application	12	12			2	26	\$4,730.00
Coordinate with City staff regarding the finished floor elevations, photographs, pre-bidding coordination, etc.		4	2			6	\$1,040.00
Coordinate with mitigation contractors regarding the proposed mitigation costs		2			1	3	\$455.00
Summarize in a database the supporting technical documentation per structure to be mitigated		4	4			8	\$1,340.00
Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project	4	8				12	\$2,260.00
Prepare a draft FEMA HMGP application packet, including figures and relevant supporting documentation	2	24	12	27	2	67	\$10,040.00
Prepare and submit a final FEMA HMGP application package to FDEM via the online portal		4			4	8	\$1,080.00
Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews	2	12	6	3	2	25	\$4,040.00
Follow up with the homeowners to address their questions and concerns related to the elevation project		4	2		2	8	\$1,210.00
Prepare for and attend City Commission Meetings regarding the mitigation project, as needed	4	4				8	\$1,520.00
Project Administration (Status Reports via Monthly Invoices)	6				3	9	\$1,425.00
TASK HOURS	36	104	44	30	24	238	
TASK LABOR COSTS	\$7,020.00	\$19,240.00	\$6,600.00	\$3,600.00	\$2,040.00	\$38,500.00	\$38,500.00
PERCENT BREAKDOWN	18.2%	50.0%	17.1%	9.4%	5.3%	100.0%	
 Breakdown in Fees (1) Labor Costs = \$38,500.00 (2) Reimbursable Expenses = \$250.00							
TOTAL HOURLY NOT TO EXCEED AMOUNT						=	\$38,750.00



218 OCEAN AVE
Parcel ID: 630310040013

10 VENETIAN CIR
Parcel ID: 533511000430

914 LAFAYETTE ST
Parcel ID: 630310040024

118 CORAL WAY
Parcel ID: 533511000590

5068 PALMETTO ST
Parcel ID: 631012050150

1220 ISTHMUS DR
Parcel ID: 631406000180

5813 RIVERSIDE DR
Parcel ID: 631403030210

5532 W BAYSHORE DR
Parcel ID: 634001190420

481 HOPI CT
Parcel ID: 632207030160



City of Port Orange

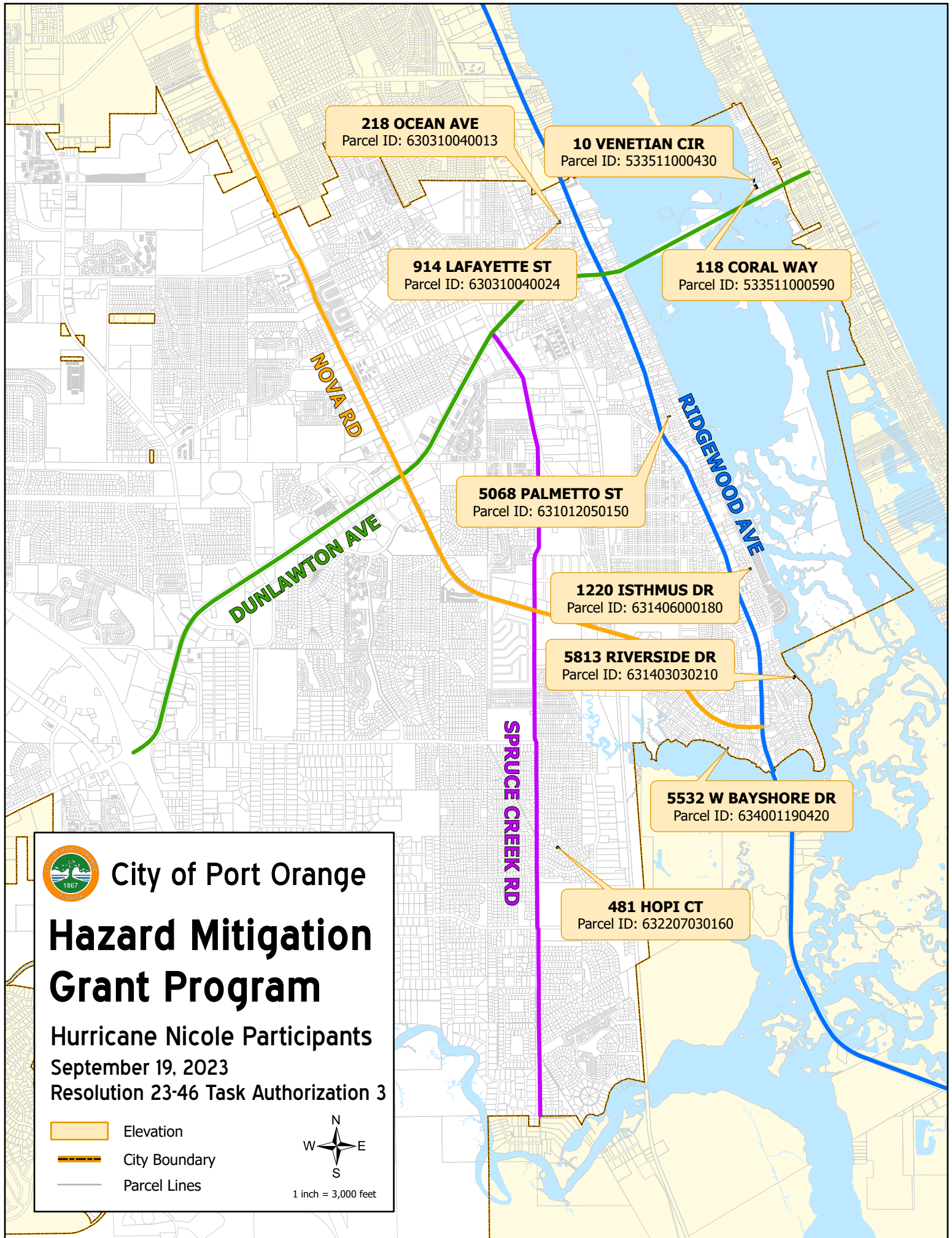
Hazard Mitigation Grant Program

Hurricane Nicole Participants
September 19, 2023
Resolution 23-46 Task Authorization 3

-  Elevation
-  City Boundary
-  Parcel Lines



1 inch = 3,000 feet



City of Port Orange

Hazard Mitigation Grant Program

Hurricane Nicole Participants
September 19, 2023
Resolution 23-46 Task Authorization 3

-  Elevation
-  City Boundary
-  Parcel Lines



1 inch = 3,000 feet



CITY OF PORT ORANGE CONTRACT FOR SERVICES (with FEMA required provisions)

This Standard Contract for Services ("Contract") is entered into this 16 day of May, 2023, 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 **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 301 West State Road 434, Suite 309, Winter Springs, Florida 32708. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Grant Management Services for Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP"), in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 23-11 ("RFSQ 23-11"). This Contract together with RFSQ 23-11, Addendum No. 1, Exhibit "1," and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, Addendum No 1 of RFSQ 23-11 and negotiated rate schedule are attached hereto as Exhibit "1." A complete copy of RFSQ 23-11 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(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 the Parties, and shall continue for a period of five (5) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for one (1) five-year period.

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

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

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

(a) All Task Authorization(s) issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by

the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization(s) shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization(s).

- (b) No new or additional Task Authorization(s) shall be issued after the original expiration date of this Contract. The extension to this Contract to coincide with the completion of an existing Task Authorization(s) issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Contractor to enter into a new or additional Task Authorization(s) after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization(s).

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Task Authorization(s); and reserves the right to utilize lump sum or hourly rate compensation, in amounts not to exceed the budget appropriation for each 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 Contractor shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization.

3. Contract Administration. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 25 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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

10. Termination for Non-Appropriation of Funds

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

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

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers'

Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City’s Leased Employee Affidavit Form Exhibit. Policies for Workers’ Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor’s work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements

☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<i>Additional Insurance Requirements</i>			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ To be determined.	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	

☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$200,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		
☐			

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

14. Modifications or Changes to this Contract

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

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

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

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

15. 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.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects,

whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

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

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

18. *Inspection*

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

19. *Liability for Loss or Damage.*

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

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's

fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

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

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

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

24. E-Verify. Contractor 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 Contractor during the term of this Contract and shall expressly require any sub-contractors 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 sub-contractor during the term of this Contract.

25. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. 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.

265. 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.

27. 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.**

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

29. Compliance with Other Federal Standards.

(a) Remedies. This Contract addresses administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See above Paragraph 8 - Termination for Default.

(b) Termination for Cause and Convenience. This Contract addresses termination for cause and for convenience by the City, including how it will be carried out and the basis for settlement. See above Paragraph 6 - Termination for Convenience of the City, Paragraph 8 – Termination for Default and Paragraph 11 - Termination for Non-Appropriation of Funds.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish

information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect

to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

If applicable, the City included the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full below, and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

"(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the

labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program

described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination

incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)

(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no

longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of

forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act. This provision is required for contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

"Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Recipient (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; *and*
 - 2. Are *not used* as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(i) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall

report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any Contract change, modification, amendment, addendum, Change Order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms. See above Paragraph 15 - Modifications or Changes to this Contract.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law

involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

30. Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

31. 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.

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Tim Burman, Community Development Director 1395 Dunlawton Avenue

Port Orange, Florida 32129
(386) 506-5615

Contractor: Pegasus Engineering, LLC
Attention: Fursan Munjed, Managing Member
301 West State Road 434
Suite 309
Winter Springs, Florida 32708
(407) 992-9160 Ext. 309 - Telephone
david@pegasusengineering.net - E-Mail

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.

33. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract or Task Authorization.

34. Contract Construction

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

35. 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.

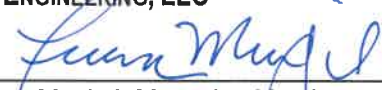
[Remainder of this page intentionally left blank]

Witnesses:


Printed Name: SEAN BECK

P. Villanueva
Printed Name: Priscilla Villanueva

PEGASUS ENGINEERING, LLC

By: 
Fursan Munjed, Managing Member

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

Date 5.9.2023

CITY OF PORT ORANGE

By: _____

Donald O. Burnette, Mayor

Date: May 16, 2023



ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: May 16, 2023

EXHIBIT “1”

Contractor's Negotiated Rate Schedule, RFSQ 23-11 Section 3,
and Addendum No.1 of RFSQ 23-11

Consisting of 4 Pages

Cost Proposal

Project Position or Classification (Function to be Performed)	Hourly Rate
Grant Program Manager	\$195.00
Grant Manager	\$185.00
Grant Management Specialist	\$150.00
Senior Designer	\$120.00
Designer/CADD Technician	\$100.00
Administrative Assistant	\$85.00

***NOTE:** The Hourly Rate Schedule presented above pertains solely to Pegasus Engineering staff. No sub-consultants are envisioned under this contract. However, if the unforeseen need to retain a sub-consultant arises, Pegasus Engineering will obtain City staff's pre-approval.

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to establish a master agreement for Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA").

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the awarded engineering firm authorized representative. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

DESCRIPTION OF WORK

The City of Port Orange is seeking a professional firm that has extensive knowledge with FEMA Flood Mitigation Assistance (FMA) and Hazard Mitigation Grant Program (HMGP) programs specific to structure elevation, demolition/reconstruction, acquisition, and stormwater and drainage improvement projects. Experience should include working knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act and the related statutory authority, the ability to perform FEMA Benefit Cost Analysis calculations and familiarity with the City of Port Orange landscape including the unique needs of the community. The City seeks extensive knowledge in community engagement, drainage and stormwater projects in residential neighborhoods.

BACKGROUND

The City of Port Orange will be applying for multiple FEMA grants. Projects include community wide drainage improvements, stormwater improvements, residential elevation and residential acquisition and demolition. Due to the highly complex nature of mitigation grants, there is an identified need to obtain professional services for grant management.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1

April 19, 2023

RFSQ #23-11 GRANT MANAGEMENT SERVICES FOR FEMA HMGP/FMA STORMWATER & DRAINAGE IMPROVEMENT PROJECTS

To All Submitters:

The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced project dated April 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the submitter to confirm that all addenda have been received prior to submitting a Statement of Qualifications and acknowledge such in the RFSQ documents.

A. CLARIFICATIONS:

None

B. CHANGES TO RFSQ DOCUMENT:

On p. 42, TAB D – APPROACH TO PROJECT/UNDERSTANDING in paragraph 2, strike the language ‘*especially SRC projects*’ as this does not apply to the City of Port Orange.

C. QUESTIONS AND ANSWERS:

Question #1

Tab B: Company Profile – History and Qualifications lists page maximums for the first two bullets. Does the City have required page limits for the last two bullets in this section?

Answer #1

No

Question #2

Tab D: Approach to Project/Understanding – Does the City have a required page limit for this section?

Answer #2

No

Question #3

Is there an incumbent currently performing the same, or substantially similar work to the scope of services being solicited in this RFSQ?

Answer #3

No

Question #4

Tab D: Approach to Project/Understanding uses the term “SRC projects”. Could the City please clarify what “SRC” stands for in this context?

Answer #4

See Letter B above.

Question #5

In Section 6 – Special Conditions, requirements include that the submitting firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal. Would the City be willing to consider a firm that was established in October, 2020, but meets all other requirements and can full demonstrate its staff have the adequate experience in FEMA HMGP and FMA programs necessary to provide the services requested?

Answer #5

No. The requirements outlined in the RFSQ document remain unchanged.

Jill Poolman, CPPO, CPPB, FCCM/Purchasing Manager

jpoolman@port-orange.org

In all other respects, except as specifically stated herein, the subject RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects remains unchanged.

END OF ADDENDUM NO. #1

EXHIBIT "2"

Sample Task Authorization for Services

Consisting of 21 Pages

TASK AUTHORIZATION NO. ____
Contract for Services dated _____
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$ _____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors

with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the

contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or

owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or

audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State

Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its

own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) **Further Compliance with the Contract Work Hours and Safety Standards Act.**

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) **Rights to Inventions Made Under a Contract or Agreement.**

(1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs

Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

"Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section

6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such

equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts.* The Contractor shall insert the substance of this clause, including this

paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act

("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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:

PEGASUS ENGINEERING, LLC

Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager **OR**
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____



PEGAENG-01

ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/1/2023

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

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

PRODUCER
JCJ Insurance Agency, LLC
2208 Hillcrest Street
Orlando, FL 32803

CONTACT
NAME:
PHONE
(A/C, No, Ext): (321) 445-1117 FAX
(A/C, No): (321) 445-1076
E-MAIL
ADDRESS: certs@jcj-insurance.com

INSURED

Pegasus Engineering LLC
301 W. SR 434, Suite 309
Winter Springs, FL 32708

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Phoenix Insurance Co. (Travelers)

25623

INSURER B : Travelers Property & Casualty of America

25674

INSURER C : Travelers Casualty & Surety Co

19038

INSURER D : Berkley Insurance Company

32603

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6802H633696	9/18/2022	9/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	6802H633696	9/18/2022	9/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP5D257010	9/18/2022	9/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB5J589774	9/18/2022	9/18/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Professional Liab			AEC-9058882-05	9/18/2022	9/18/2023	Per Claim/Aggregate 2,000,000

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

RE: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects; RFSQ #23-11

Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



September 12, 2023

P-229791

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage
Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Subj: Grant Application Development for the Elevation of 9 Flood-Prone Homes as part of the
Hazard Mitigation Grant Program under Hurricane Nicole (DR-4680-FL)**

Dear Ms. Tomlinson:

As requested, we are pleased to submit this proposal to the City of Port Orange to perform grant services associated with the Grant Application Development for the Elevation of 9 Flood-Prone Homes as part of the Hazard Mitigation Grant Program (HMGP) under Hurricane Nicole (DR-4680-FL) project.

In essence, the City of Port Orange's Flood Mitigation Program encompass three distinct flood mitigation categories the City is interested in participating: typical elevation project, mitigation reconstruction project, which entails the demolition and reconstruction of homes that are not feasible for elevation, and acquisition demolition. This proposal specifically encompasses the preparation of a HMGP grant application for the typical elevation of 9 homes with a high risk of repetitive flooding. Please note upon being selected for HMGP funding, these services may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Upon the successful HMGP funding obligation of the HMGP grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out documents). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Under this contract, Pegasus Engineering will be responsible for the performance of the following tasks, at a minimum:

1. Review various e-mail correspondence from the City and the homeowners documenting the reported flooding associated with Hurricanes Ian, Nicole, and any other prior storm events.
2. Attend coordination meetings with City of Port Orange staff to discuss observed and claimed flooding extent and steps to follow in consideration of the removal of structures from harm's way.
3. Coordinate with City staff to prepare for and conduct one-on-one meetings with the homeowners in order to address specific mitigation questions as well as to address the homeowners' concerns.
4. Review available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals provided by City of Port Orange officials and the homeowners.
5. Perform a field assessment of the homes that will be part of the HMGP application.
6. Coordinate with City of Port Orange staff regarding the finished floor elevations, photographs of each structure, and required signatures from homeowners on FEMA specific forms, as deemed necessary. Pre-bidding coordination with City of Port Orange staff is also anticipated.
7. Coordinate with City of Port Orange and different mitigation contractors regarding the mitigation proposals, proposed mitigation costs, and implementation associated with each structure.
8. Collect the supporting technical documentation associated with the various structures to be mitigated for the preparation of the Benefit Cost Analysis.
9. Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project.

10. Prepare a draft FEMA HMGP application package, which will include, but may not be limited to, the following information:

- ✓ HMGP Application
- ✓ Mitigation Worksheet
- ✓ Local Mitigation Strategy Support Letter
- ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
- ✓ Budget / Costs Estimate, including materials, labor and fees paid
- ✓ Photographic Documentation (Dry Conditions)
- ✓ Environmental Justice
- ✓ Concurrence Letter from the Floodplain Manager
- ✓ Pre-Award Form
- ✓ Sub-Recipient Management Cost Form
- ✓ Property Appraiser Reports
- ✓ Mitigation Specific Forms
- ✓ Recorded Historic Damages
- ✓ BCA Data Source Justification

11. Prepare and submit a final FEMA HMGP application package to FDEM via the online portal on or before the deadline for submission of October 20th, 2023, as established by FEMA.

12. Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews of the HMGP application. These efforts will include direct coordination with FDEM representatives during the review of the HMGP application.

13. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.

14. Coordinate closely with the homeowners and address their questions and concerns related to the flood mitigation under elevation category, as needed.

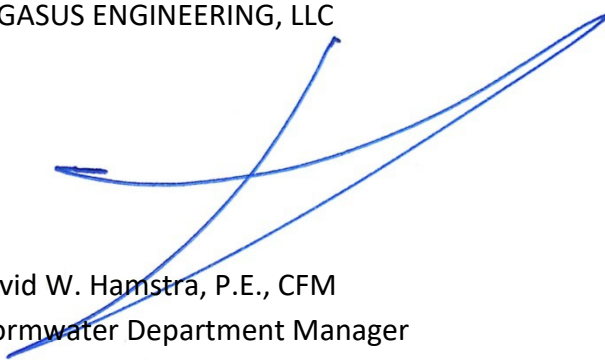
15. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

The above-described services will be performed for an hourly not-to-exceed fee amount of **\$38,750**, in accordance with attached manhour and fee estimate (refer to Attachment "A").

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC



David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Debra Neher, City of Port Orange
Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

**City's Flood Mitigation Program due to Impacts of Hurricane Nicole
Grant Application Development for the Elevation of 9 Flood-Prone Homes as part of the
Hazard Mitigation Grant Program under Hurricane Nicole (DR-4680-FL)**

Approved for Pegasus Engineering, LLC



Fursan Munjed, P.E.

Principal

Officer's Title

September 12, 2023

Date

This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

Authorized Signature

Officer's Title

Date



Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00		
Review various e-mail correspondence from the City and the homeowners documenting the reported flooding		4	4		2	10	\$1,510.00
Attend coordination meetings with City staff to discuss project specifics	4	4				8	\$1,520.00
Conduct one-on-one meetings with the homeowners in order to address specific mitigation questions	2	9	5		2	18	\$2,975.00
Review available flood loss history, elevation certificates, flood insurance declaration documents, etc.		9	9		4	22	\$3,355.00
Perform a field assessment of the homes that will be part of the HMGP application	12	12			2	26	\$4,730.00
Coordinate with City staff regarding the finished floor elevations, photographs, pre-bidding coordination, etc.		4	2			6	\$1,040.00
Coordinate with mitigation contractors regarding the proposed mitigation costs		2			1	3	\$455.00
Summarize in a database the supporting technical documentation per structure to be mitigated		4	4			8	\$1,340.00
Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project	4	8				12	\$2,260.00
Prepare a draft FEMA HMGP application packet, including figures and relevant supporting documentation	2	24	12	27	2	67	\$10,040.00
Prepare and submit a final FEMA HMGP application package to FDEM via the online portal		4			4	8	\$1,080.00
Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews	2	12	6	3	2	25	\$4,040.00
Follow up with the homeowners to address their questions and concerns related to the elevation project		4	2		2	8	\$1,210.00
Prepare for and attend City Commission Meetings regarding the mitigation project, as needed	4	4				8	\$1,520.00
Project Administration (Status Reports via Monthly Invoices)	6				3	9	\$1,425.00
TASK HOURS	36	104	44	30	24	238	
TASK LABOR COSTS	\$7,020.00	\$19,240.00	\$6,600.00	\$3,600.00	\$2,040.00	\$38,500.00	\$38,500.00
PERCENT BREAKDOWN	18.2%	50.0%	17.1%	9.4%	5.3%	100.0%	
Breakdown in Fees							
						(1) Labor Costs =	\$38,500.00
						(2) Reimbursable Expenses =	\$250.00
TOTAL HOURLY NOT TO EXCEED AMOUNT						=	\$38,750.00



PEGAENG-01

BBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2023

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

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

PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME:	
	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Co. (Travelers)	25623
INSURED Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6802H633696	9/18/2023	9/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	6802H633696	9/18/2023	9/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP5D257010	9/18/2023	9/18/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB5J589774	9/18/2023	9/18/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Professional Liab			AEC-9070599-06	9/18/2023	9/18/2024	Per Claim/Aggregate 2,000,000

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CERTIFICATE HOLDER

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CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

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AUTHORIZED REPRESENTATIVE



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (C8b) Approval of Task Authorization No. 4 with Pegasus Engineering, LLC for grant application development for the FEMA Hazard Mitigation Grant Program (HMGP) Application for the Acquisition and Demolition of 7 Flood-Prone Homes under Hurricane Nicole (DR-4680-FL)

DEPARTMENT: Community Development

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

RECOMMENDED MOTION: Move to approve Task Authorization No. 4 with Pegasus Engineering, LLC and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Pegasus Engineering, LLC has an existing contract with the City to provide assistance in preparing and submitting FEMA Hazard Mitigation Grant Program (HMGP) applications. Staff is requesting the services of Pegasus Engineering, LLC to prepare and submit a FEMA Hazard Mitigation Grant Program (HMGP) application to the State of Florida Division of Emergency Management (FDEM) in order to secure FEMA funding to offset the costs associated with the acquisition and demolition of 7 flood-prone homes. The locations of the 7 homes are shown on the attached location map.

Task Authorization No. 4 corresponds with HMGP Resolution No. 23-47 to acquire 7 flood-prone homes on the 10/3/2023 City Council agenda. Task Authorization No. 4 will not exceed \$36,040. Upon being selected for HMGP funding, the Pegasus fee will be eligible for reimbursement from FEMA as pre-award costs under a Sub-Recipient Management Cost allocation (100% Federal match).

HMGP funding for structure acquisition is a cost reimbursement grant that has a 75% federal / 25% non-federal cost share.

The total estimated cost to acquire the 7 homes is \$2,883,705. The city will be requesting reimbursement of \$2,162,779 from FEMA at project completion and will be responsible for the remaining \$720,926. If approved, staff will make the necessary designation of fund balance for the acquisitions.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Pegasus Engineering LLC RFSQ 23-11 Task Authorization No. 4 - Acquisition and Demolition of 7 Flood Prone Homes (DR-4680-FL)	Pegasus Engineering LLC RFSQ 23-11 Task Authorization No. 4 - Acquisition and Demolition of 7 Flood Prone Homes (DR-4680-FL).pdf
2.	Nicole - Acquisition 1 Location Map	Nicole - Acquisition 1 Location Map.pdf
3.	Pegasus Master Contract CA8124	Pegasus Master Contract CA8124.pdf
4.	7-home Acquisition HMGP Pegasus Proposal	7-home Acquisition HMGP Pegasus Proposal.pdf
5.	Pegasus COI expires 09 18 2024	Pegasus COI expires 09 18 2024.pdf

Margaret Tomlinson
 Tim Burman
 John McKinney
 Shannon Balmer
 Wayne Clark
 Tracee Cody

Created/Initiated - 9/14/2023
 Approved - 9/14/2023
 Approved - 9/18/2023
 Approved - 9/21/2023
 Approved - 9/22/2023
 Final Approval - 9/28/2023

TASK AUTHORIZATION NO. 4
Contract for Services dated May 16, 2023
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified above, 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 Hazard Mitigation Grant Program ("HMGP") application to the State of Florida Division of Emergency Management ("FDEM") in order to secure Florida Emergency Management Agency ("FEMA") for the acquisition and demolition of seven (7) flood-prone homes under Hurricane Nicole (DR-4680-FL), and as more particularly described in Contractor's Proposal, attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within two (2) years 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 \$36,040.00. 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. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and

current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1,

the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and

mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its

successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon

request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor,

Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any

violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by

the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

- (1) This clause does not prohibit Contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 1. Are *not used* as a substantial or essential component of any system; *and*
 2. Are *not used* as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal

funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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:

PEGASUS ENGINEERING, LLC

Printed Name: _____ By: _____
Fursan Munjed, Managing Member

Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 7 Pages



September 12, 2023

P-229792

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage
Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Subj: Grant Application Development for the Acquisition and Demolition of 7 Flood-Prone
Homes as part of the Hazard Mitigation Grant Program under Hurricane Nicole
(DR-4680-FL)**

Dear Ms. Tomlinson:

As requested, we are pleased to submit this proposal to the City of Port Orange to perform grant services associated with the Grant Application Development for the Acquisition and Demolition of 7 Flood-Prone Homes as part of the Hazard Mitigation Grant Program (HMGP) under Hurricane Nicole (DR-4680-FL) project.

In essence, the City of Port Orange's Flood Mitigation Program encompass three distinct flood mitigation categories the City is interested in participating: typical elevation project, mitigation reconstruction project, which entails the demolition and reconstruction of homes that are not feasible for elevation, and acquisition demolition. This proposal specifically encompasses the preparation of a HMGP grant application for the acquisition and demolition of 7 flood-prone homes with a high risk of repetitive flooding. Please note upon being selected for HMGP funding, these services may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Upon the successful HMGP funding obligation of the HMGP grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out documents). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

"Engineering a Higher Standard"

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155

Under this contract, Pegasus Engineering will be responsible for the performance of the following tasks, at a minimum:

1. Review various e-mail correspondence from the City and the homeowners documenting the reported flooding associated with Hurricanes Ian, Nicole, and prior storm events.
2. Attend coordination meetings with City of Port Orange staff to discuss observed and claimed flooding extent and steps to follow in consideration of the removal of structures from harm's way.
3. Coordinate with City staff to prepare for and conduct one-on-one meetings with the homeowners in order to address specific mitigation questions as well as to address the homeowners' concerns.
4. Review available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals provided by City of Port Orange officials and the homeowners.
5. Perform a field assessment of the homes that will be part of the HMGP application.
6. Coordinate with City of Port Orange staff regarding the finished floor elevations, photographs of each structure, and required FEMA documents, as deemed necessary.
7. Coordinate with City of Port Orange and demolition contractors regarding the demolition proposals, and any concerns related with the demolition of each structure.
8. Collect the supporting technical documentation associated with the various structures to be mitigated for the preparation of the Benefit Cost Analysis.
9. Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project.
10. Prepare a draft FEMA HMGP application package, which will include, but may not be limited to, the following information:
 - ✓ HMGP Application
 - ✓ Mitigation Worksheet

- ✓ Local Mitigation Strategy Support Letter
 - ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
 - ✓ Budget / Costs Estimate, including materials, labor and fees paid
 - ✓ Photographic Documentation (Dry Conditions)
 - ✓ Environmental Justice
 - ✓ Concurrence Letter from the Floodplain Manager
 - ✓ Pre-Award Form
 - ✓ Sub-Recipient Management Cost Form
 - ✓ Property Appraiser Reports
 - ✓ Mitigation Specific Forms
 - ✓ Recorded Historic Damages
 - ✓ BCA Data Source Justification
11. Prepare and submit a final FEMA HMGP application package to FDEM via the online portal on or before the deadline for submission of October 20th, 2023, as established by FEMA.
12. Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews of the HMGP application. These efforts will include direct coordination with FDEM representatives during the review of the HMGP application.
13. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.
14. Coordinate closely with the homeowners and address their questions and concerns related to the flood mitigation under elevation category, as needed.
15. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

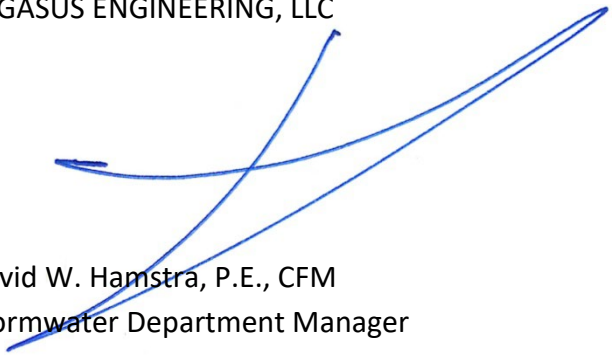
The above-described services will be performed for an hourly not-to-exceed fee amount of **\$36,040**, in accordance with attached manhour and fee estimate (refer to Attachment "A").

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Ms. Margaret Tomlinson, RLA, LEED AP
September 12, 2023

Respectfully,

PEGASUS ENGINEERING, LLC



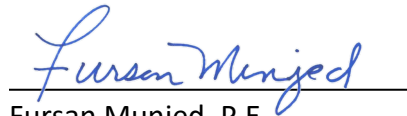
David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Debra Neher, City of Port Orange
Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

**Grant Management Services for FEMA HMGP/FMA
Stormwater & Drainage Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Grant Application Development for the
Acquisition and Demolition of 7 Flood-Prone Homes
as part of the Hazard Mitigation Grant Program
under Hurricane Nicole (DR-4680-FL)**

Approved for Pegasus Engineering, LLC


Fursan Munjed, P.E.

Principal
Officer's Title

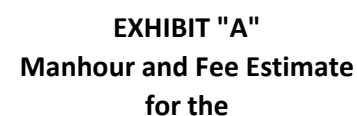
September 12, 2023
Date

This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

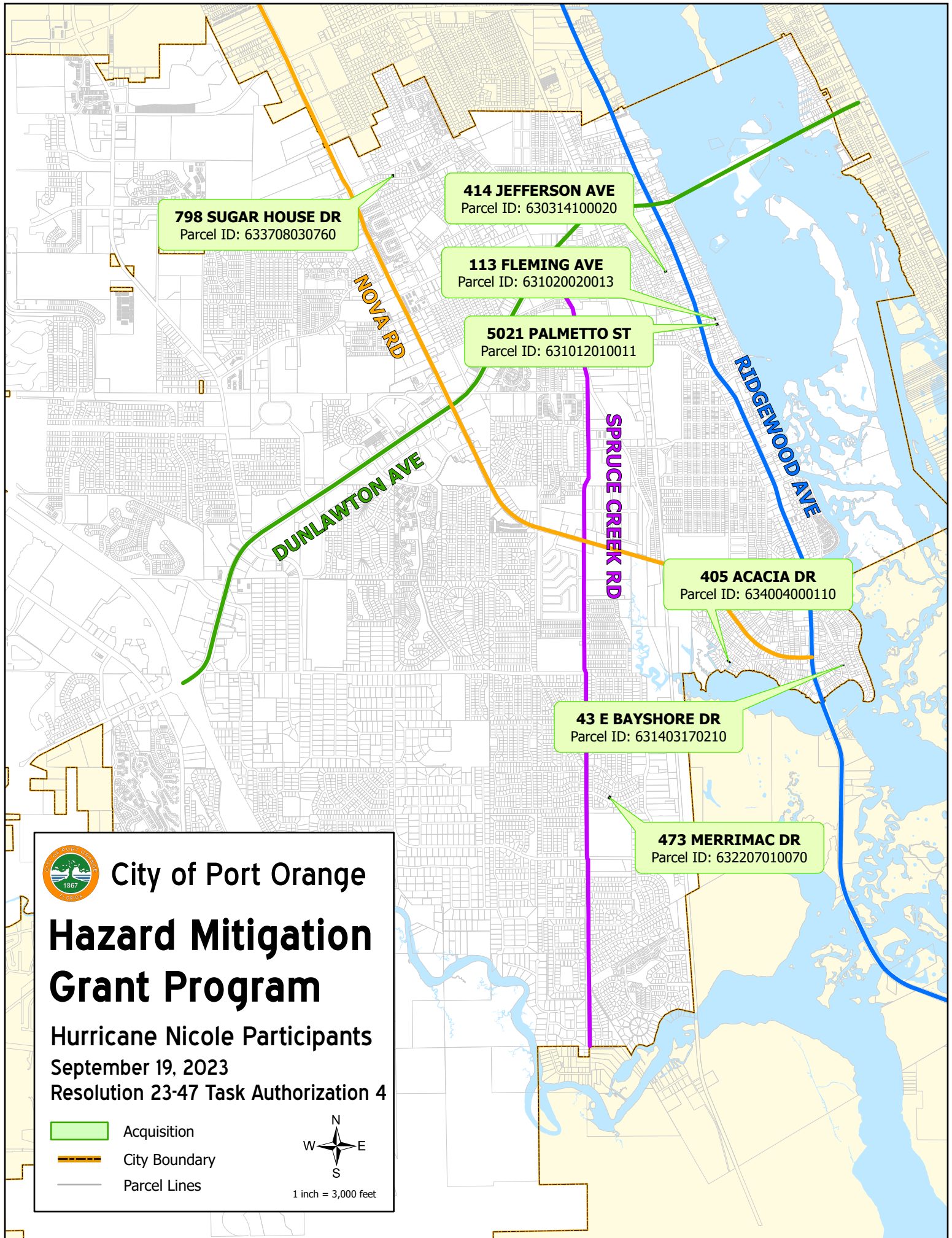
Authorized Signature

Officer's Title

Date



Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00		
Review various e-mail correspondence from the City and the homeowners documenting the reported flooding		4	4		2	10	\$1,510.00
Attend coordination meetings with City staff to discuss project specifics	4	4				8	\$1,520.00
Conduct one-on-one meetings with the homeowners in order to address specific mitigation questions	2	7	4		2	15	\$2,455.00
Review available flood loss history, elevation certificates, flood insurance declaration documents, etc.		7	7		4	18	\$2,685.00
Perform a field assessment of the homes that will be part of the HMGP application	10	10			2	22	\$3,970.00
Coordinate with City staff regarding the finished floor elevations, photographs, pre-bidding coordination, etc.		4	2			6	\$1,040.00
Coordinate with demolition contractors regarding the proposed demolition costs		2			1	3	\$455.00
Summarize in a database the supporting technical documentation per structure to be mitigated		4	4			8	\$1,340.00
Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project	4	8				12	\$2,260.00
Prepare a draft FEMA HMGP application packet, including figures and relevant supporting documentation	2	24	12	21	2	61	\$9,320.00
Prepare and submit a final FEMA HMGP application package to FDEM via the online portal		4			4	8	\$1,080.00
Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews	2	12	6	3	2	25	\$4,040.00
Follow up with the homeowners to address their questions and concerns related to the elevation project		4	2		2	8	\$1,210.00
Prepare for and attend City Commission Meetings regarding the mitigation project, as needed	4	4				8	\$1,520.00
Project Administration (Status Reports via Monthly Invoices)	6				3	9	\$1,425.00
TASK HOURS	34	98	41	24	24	221	
TASK LABOR COSTS	\$6,630.00	\$18,130.00	\$6,150.00	\$2,880.00	\$2,040.00	\$35,830.00	\$35,830.00
PERCENT BREAKDOWN	18.5%	50.6%	17.2%	8.0%	5.7%	100.0%	
Breakdown in Fees							
						=	\$35,830.00
(1) Labor Costs						=	\$35,830.00
(2) Reimbursable Expenses						=	\$210.00
TOTAL HOURLY NOT TO EXCEED AMOUNT						=	\$36,040.00



798 SUGAR HOUSE DR
Parcel ID: 633708030760

414 JEFFERSON AVE
Parcel ID: 630314100020

113 FLEMING AVE
Parcel ID: 631020020013

5021 PALMETTO ST
Parcel ID: 631012010011

405 ACACIA DR
Parcel ID: 634004000110

43 E BAYSHORE DR
Parcel ID: 631403170210

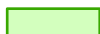
473 MERRIMAC DR
Parcel ID: 632207010070



City of Port Orange

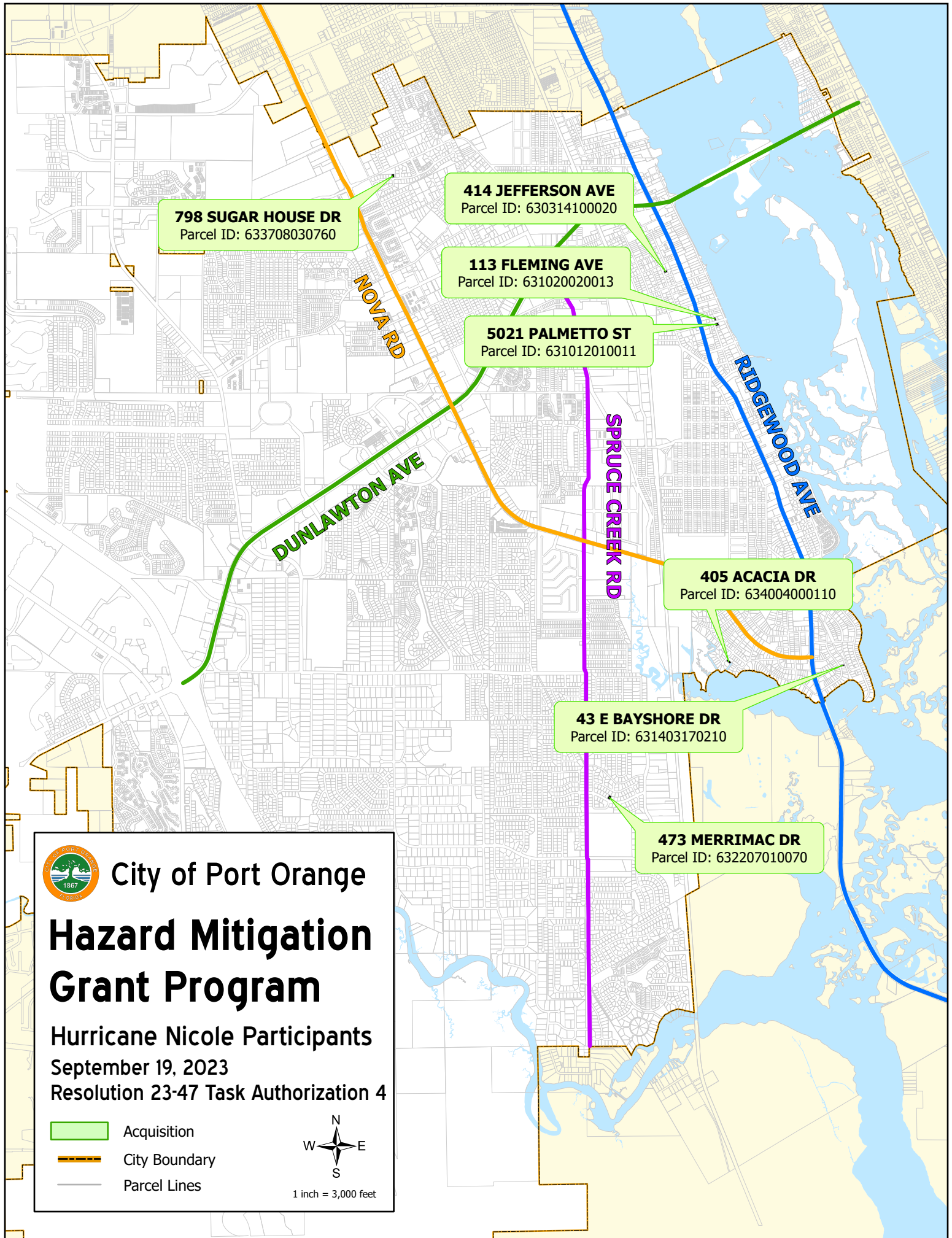
Hazard Mitigation Grant Program

Hurricane Nicole Participants
September 19, 2023
Resolution 23-47 Task Authorization 4

-  Acquisition
-  City Boundary
-  Parcel Lines



1 inch = 3,000 feet



798 SUGAR HOUSE DR
Parcel ID: 633708030760

414 JEFFERSON AVE
Parcel ID: 630314100020

113 FLEMING AVE
Parcel ID: 631020020013

5021 PALMETTO ST
Parcel ID: 631012010011

405 ACACIA DR
Parcel ID: 634004000110

43 E BAYSHORE DR
Parcel ID: 631403170210

473 MERRIMAC DR
Parcel ID: 632207010070



City of Port Orange

Hazard Mitigation Grant Program

Hurricane Nicole Participants

September 19, 2023

Resolution 23-47 Task Authorization 4

Acquisition

City Boundary

Parcel Lines

N

W

E

S

1 inch = 3,000 feet



CITY OF PORT ORANGE CONTRACT FOR SERVICES (with FEMA required provisions)

This Standard Contract for Services ("Contract") is entered into this 16 day of May, 2023, 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 **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 301 West State Road 434, Suite 309, Winter Springs, Florida 32708. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Grant Management Services for Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP"), in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 23-11 ("RFSQ 23-11"). This Contract together with RFSQ 23-11, Addendum No. 1, Exhibit "1," and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, Addendum No 1 of RFSQ 23-11 and negotiated rate schedule are attached hereto as Exhibit "1." A complete copy of RFSQ 23-11 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(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 the Parties, and shall continue for a period of five (5) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for one (1) five-year period.

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

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

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

(a) All Task Authorization(s) issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by

the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization(s) shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization(s).

- (b) No new or additional Task Authorization(s) shall be issued after the original expiration date of this Contract. The extension to this Contract to coincide with the completion of an existing Task Authorization(s) issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Contractor to enter into a new or additional Task Authorization(s) after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization(s).

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Task Authorization(s); and reserves the right to utilize lump sum or hourly rate compensation, in amounts not to exceed the budget appropriation for each 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 Contractor shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization.

3. Contract Administration. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 25 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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

10. Termination for Non-Appropriation of Funds

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

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

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers'

Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City’s Leased Employee Affidavit Form Exhibit. Policies for Workers’ Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor’s work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements

☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<u>Additional Insurance Requirements</u>			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	

☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$200,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		
☐			

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

14. Modifications or Changes to this Contract

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

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

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

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

15. 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.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects,

whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

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

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

18. *Inspection*

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

19. *Liability for Loss or Damage.*

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

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's

fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

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

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

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

24. E-Verify. Contractor 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 Contractor during the term of this Contract and shall expressly require any sub-contractors 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 sub-contractor during the term of this Contract.

25. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. 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.

265. 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.

27. 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.**

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

29. Compliance with Other Federal Standards.

(a) Remedies. This Contract addresses administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See above Paragraph 8 - Termination for Default.

(b) Termination for Cause and Convenience. This Contract addresses termination for cause and for convenience by the City, including how it will be carried out and the basis for settlement. See above Paragraph 6 - Termination for Convenience of the City, Paragraph 8 – Termination for Default and Paragraph 11 - Termination for Non-Appropriation of Funds.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish

information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect

to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

If applicable, the City included the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full below, and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

"(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the

labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program

described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination

incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)

(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no

longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of

forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act. This provision is required for contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

"Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Recipient (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; *and*
 - 2. Are *not used* as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(i) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall

report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any Contract change, modification, amendment, addendum, Change Order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms. See above Paragraph 15 - Modifications or Changes to this Contract.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law

involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

30. Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

31. 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.

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Tim Burman, Community Development Director 1395 Dunlawton Avenue

Port Orange, Florida 32129
(386) 506-5615

Contractor: Pegasus Engineering, LLC
Attention: Fursan Munjed, Managing Member
301 West State Road 434
Suite 309
Winter Springs, Florida 32708
(407) 992-9160 Ext. 309 - Telephone
david@pegasusengineering.net - E-Mail

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.

33. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

34. Contract Construction

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

35. 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.

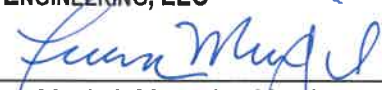
[Remainder of this page intentionally left blank]

Witnesses:


Printed Name: SEAN BECK

P. Villanueva
Printed Name: Priscilla Villanueva

PEGASUS ENGINEERING, LLC

By: 
Fursan Munjed, Managing Member

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

Date 5.9.2023

CITY OF PORT ORANGE

By: 

Donald O. Burnette, Mayor

Date: May 16, 2023



ATTEST:

By: 

Robin L. Fenwick, MMC, City Clerk

Date: May 16, 2023

EXHIBIT “1”

Contractor's Negotiated Rate Schedule, RFSQ 23-11 Section 3,
and Addendum No.1 of RFSQ 23-11

Consisting of 4 Pages

Cost Proposal

Project Position or Classification (Function to be Performed)	Hourly Rate
Grant Program Manager	\$195.00
Grant Manager	\$185.00
Grant Management Specialist	\$150.00
Senior Designer	\$120.00
Designer/CADD Technician	\$100.00
Administrative Assistant	\$85.00

***NOTE:** The Hourly Rate Schedule presented above pertains solely to Pegasus Engineering staff. No sub-consultants are envisioned under this contract. However, if the unforeseen need to retain a sub-consultant arises, Pegasus Engineering will obtain City staff's pre-approval.

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to establish a master agreement for Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA").

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the awarded engineering firm authorized representative. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

DESCRIPTION OF WORK

The City of Port Orange is seeking a professional firm that has extensive knowledge with FEMA Flood Mitigation Assistance (FMA) and Hazard Mitigation Grant Program (HMGP) programs specific to structure elevation, demolition/reconstruction, acquisition, and stormwater and drainage improvement projects. Experience should include working knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act and the related statutory authority, the ability to perform FEMA Benefit Cost Analysis calculations and familiarity with the City of Port Orange landscape including the unique needs of the community. The City seeks extensive knowledge in community engagement, drainage and stormwater projects in residential neighborhoods.

BACKGROUND

The City of Port Orange will be applying for multiple FEMA grants. Projects include community wide drainage improvements, stormwater improvements, residential elevation and residential acquisition and demolition. Due to the highly complex nature of mitigation grants, there is an identified need to obtain professional services for grant management.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1

April 19, 2023

RFSQ #23-11 GRANT MANAGEMENT SERVICES FOR FEMA HMGP/FMA STORMWATER & DRAINAGE IMPROVEMENT PROJECTS

To All Submitters:

The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced project dated April 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the submitter to confirm that all addenda have been received prior to submitting a Statement of Qualifications and acknowledge such in the RFSQ documents.

A. CLARIFICATIONS:

None

B. CHANGES TO RFSQ DOCUMENT:

On p. 42, TAB D – APPROACH TO PROJECT/UNDERSTANDING in paragraph 2, strike the language '*especially SRC projects*' as this does not apply to the City of Port Orange.

C. QUESTIONS AND ANSWERS:

Question #1

Tab B: Company Profile – History and Qualifications lists page maximums for the first two bullets. Does the City have required page limits for the last two bullets in this section?

Answer #1

No

Question #2

Tab D: Approach to Project/Understanding – Does the City have a required page limit for this section?

Answer #2

No

Question #3

Is there an incumbent currently performing the same, or substantially similar work to the scope of services being solicited in this RFSQ?

Answer #3

No

Question #4

Tab D: Approach to Project/Understanding uses the term "SRC projects". Could the City please clarify what "SRC" stands for in this context?

Answer #4

See Letter B above.

Question #5

In Section 6 – Special Conditions, requirements include that the submitting firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal. Would the City be willing to consider a firm that was established in October, 2020, but meets all other requirements and can full demonstrate its staff have the adequate experience in FEMA HMGP and FMA programs necessary to provide the services requested?

Answer #5

No. The requirements outlined in the RFSQ document remain unchanged.

Jill Poolman, CPPO, CPPB, FCCM/Purchasing Manager

jpoolman@port-orange.org

In all other respects, except as specifically stated herein, the subject RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects remains unchanged.

END OF ADDENDUM NO. #1

EXHIBIT "2"

Sample Task Authorization for Services

Consisting of 21 Pages

TASK AUTHORIZATION NO. ____
Contract for Services dated _____
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$ _____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors

with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the

contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or

owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or

audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State

Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its

own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) **Further Compliance with the Contract Work Hours and Safety Standards Act.**

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) **Rights to Inventions Made Under a Contract or Agreement.**

(1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs

Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

"Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section

6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such

equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts.* The Contractor shall insert the substance of this clause, including this

paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act

("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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:

PEGASUS ENGINEERING, LLC

_____	By: _____
Printed Name: _____	Printed Name: _____
	Title: _____

Printed Name: _____	Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager **OR**
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____



PEGAENG-01

ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/1/2023

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

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

PRODUCER
JCJ Insurance Agency, LLC
2208 Hillcrest Street
Orlando, FL 32803

CONTACT
NAME:
PHONE
(A/C, No, Ext): (321) 445-1117 FAX
(A/C, No): (321) 445-1076
E-MAIL
ADDRESS: certs@jcj-insurance.com

INSURED

Pegasus Engineering LLC
301 W. SR 434, Suite 309
Winter Springs, FL 32708

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Phoenix Insurance Co. (Travelers)

25623

INSURER B : Travelers Property & Casualty of America

25674

INSURER C : Travelers Casualty & Surety Co

19038

INSURER D : Berkley Insurance Company

32603

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6802H633696	9/18/2022	9/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	6802H633696	9/18/2022	9/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP5D257010	9/18/2022	9/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB5J589774	9/18/2022	9/18/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Professional Liab			AEC-9058882-05	9/18/2022	9/18/2023	Per Claim/Aggregate 2,000,000

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

RE: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects; RFSQ #23-11

Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



September 12, 2023

P-229792

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage
Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Subj: Grant Application Development for the Acquisition and Demolition of 7 Flood-Prone
Homes as part of the Hazard Mitigation Grant Program under Hurricane Nicole
(DR-4680-FL)**

Dear Ms. Tomlinson:

As requested, we are pleased to submit this proposal to the City of Port Orange to perform grant services associated with the Grant Application Development for the Acquisition and Demolition of 7 Flood-Prone Homes as part of the Hazard Mitigation Grant Program (HMGP) under Hurricane Nicole (DR-4680-FL) project.

In essence, the City of Port Orange's Flood Mitigation Program encompass three distinct flood mitigation categories the City is interested in participating: typical elevation project, mitigation reconstruction project, which entails the demolition and reconstruction of homes that are not feasible for elevation, and acquisition demolition. This proposal specifically encompasses the preparation of a HMGP grant application for the acquisition and demolition of 7 flood-prone homes with a high risk of repetitive flooding. Please note upon being selected for HMGP funding, these services may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Upon the successful HMGP funding obligation of the HMGP grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out documents). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

"Engineering a Higher Standard"

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155

Under this contract, Pegasus Engineering will be responsible for the performance of the following tasks, at a minimum:

1. Review various e-mail correspondence from the City and the homeowners documenting the reported flooding associated with Hurricanes Ian, Nicole, and prior storm events.
2. Attend coordination meetings with City of Port Orange staff to discuss observed and claimed flooding extent and steps to follow in consideration of the removal of structures from harm's way.
3. Coordinate with City staff to prepare for and conduct one-on-one meetings with the homeowners in order to address specific mitigation questions as well as to address the homeowners' concerns.
4. Review available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals provided by City of Port Orange officials and the homeowners.
5. Perform a field assessment of the homes that will be part of the HMGP application.
6. Coordinate with City of Port Orange staff regarding the finished floor elevations, photographs of each structure, and required FEMA documents, as deemed necessary.
7. Coordinate with City of Port Orange and demolition contractors regarding the demolition proposals, and any concerns related with the demolition of each structure.
8. Collect the supporting technical documentation associated with the various structures to be mitigated for the preparation of the Benefit Cost Analysis.
9. Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project.
10. Prepare a draft FEMA HMGP application package, which will include, but may not be limited to, the following information:
 - ✓ HMGP Application
 - ✓ Mitigation Worksheet

- ✓ Local Mitigation Strategy Support Letter
 - ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
 - ✓ Budget / Costs Estimate, including materials, labor and fees paid
 - ✓ Photographic Documentation (Dry Conditions)
 - ✓ Environmental Justice
 - ✓ Concurrence Letter from the Floodplain Manager
 - ✓ Pre-Award Form
 - ✓ Sub-Recipient Management Cost Form
 - ✓ Property Appraiser Reports
 - ✓ Mitigation Specific Forms
 - ✓ Recorded Historic Damages
 - ✓ BCA Data Source Justification
11. Prepare and submit a final FEMA HMGP application package to FDEM via the online portal on or before the deadline for submission of October 20th, 2023, as established by FEMA.
12. Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews of the HMGP application. These efforts will include direct coordination with FDEM representatives during the review of the HMGP application.
13. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.
14. Coordinate closely with the homeowners and address their questions and concerns related to the flood mitigation under elevation category, as needed.
15. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

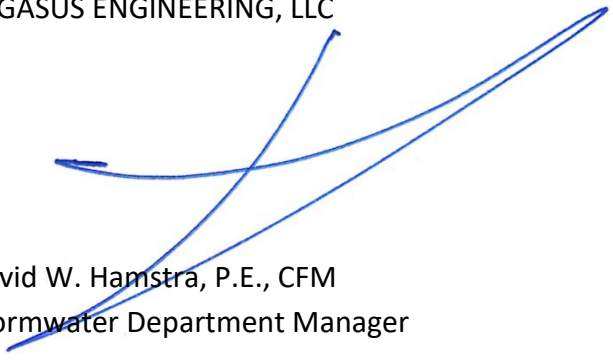
The above-described services will be performed for an hourly not-to-exceed fee amount of **\$36,040**, in accordance with attached manhour and fee estimate (refer to Attachment "A").

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Ms. Margaret Tomlinson, RLA, LEED AP
September 12, 2023

Respectfully,

PEGASUS ENGINEERING, LLC



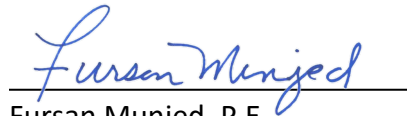
David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Debra Neher, City of Port Orange
Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

**Grant Management Services for FEMA HMGP/FMA
Stormwater & Drainage Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Grant Application Development for the
Acquisition and Demolition of 7 Flood-Prone Homes
as part of the Hazard Mitigation Grant Program
under Hurricane Nicole (DR-4680-FL)**

Approved for Pegasus Engineering, LLC


Fursan Munjed, P.E.

Principal
Officer's Title

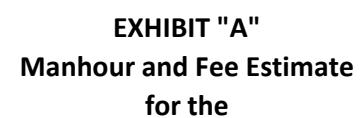
September 12, 2023
Date

This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

Authorized Signature

Officer's Title

Date



Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00		
Review various e-mail correspondence from the City and the homeowners documenting the reported flooding		4	4		2	10	\$1,510.00
Attend coordination meetings with City staff to discuss project specifics	4	4				8	\$1,520.00
Conduct one-on-one meetings with the homeowners in order to address specific mitigation questions	2	7	4		2	15	\$2,455.00
Review available flood loss history, elevation certificates, flood insurance declaration documents, etc.		7	7		4	18	\$2,685.00
Perform a field assessment of the homes that will be part of the HMGP application	10	10			2	22	\$3,970.00
Coordinate with City staff regarding the finished floor elevations, photographs, pre-bidding coordination, etc.		4	2			6	\$1,040.00
Coordinate with demolition contractors regarding the proposed demolition costs		2			1	3	\$455.00
Summarize in a database the supporting technical documentation per structure to be mitigated		4	4			8	\$1,340.00
Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project	4	8				12	\$2,260.00
Prepare a draft FEMA HMGP application packet, including figures and relevant supporting documentation	2	24	12	21	2	61	\$9,320.00
Prepare and submit a final FEMA HMGP application package to FDEM via the online portal		4			4	8	\$1,080.00
Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews	2	12	6	3	2	25	\$4,040.00
Follow up with the homeowners to address their questions and concerns related to the elevation project		4	2		2	8	\$1,210.00
Prepare for and attend City Commission Meetings regarding the mitigation project, as needed	4	4				8	\$1,520.00
Project Administration (Status Reports via Monthly Invoices)	6				3	9	\$1,425.00
TASK HOURS	34	98	41	24	24	221	
TASK LABOR COSTS	\$6,630.00	\$18,130.00	\$6,150.00	\$2,880.00	\$2,040.00	\$35,830.00	\$35,830.00
PERCENT BREAKDOWN	18.5%	50.6%	17.2%	8.0%	5.7%	100.0%	
Breakdown in Fees							
						=	\$35,830.00
(1) Labor Costs						=	\$35,830.00
(2) Reimbursable Expenses						=	\$210.00
TOTAL HOURLY NOT TO EXCEED AMOUNT						=	\$36,040.00



PEGAENG-01

BBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2023

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

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

PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME:	
	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Co. (Travelers)	25623
INSURED Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6802H633696	9/18/2023	9/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	6802H633696	9/18/2023	9/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP5D257010	9/18/2023	9/18/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB5J589774	9/18/2023	9/18/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Professional Liab			AEC-9070599-06	9/18/2023	9/18/2024	Per Claim/Aggregate 2,000,000

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

RE: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects; RFSQ #23-11

Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

CANCELLATION

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

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

AUTHORIZED REPRESENTATIVE



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (C8c) Approval of Task Authorization No. 5 with Pegasus Engineering, LLC for grant application development for the FEMA Hazard Mitigation Grant Program (HMGP) Application for the Elevation of 5 Flood-Prone homes under Hurricane Nicole (DR-4680-FL)

DEPARTMENT: Community Development

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

RECOMMENDED MOTION: Move to approve Task Authorization No. 5 with Pegasus Engineering, LLC and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Pegasus Engineering, LLC has an existing contract with the City to provide assistance in preparing and submitting FEMA Hazard Mitigation Grant Program (HMGP) applications. Staff is requesting the services of Pegasus Engineering, LLC to prepare and submit a FEMA Hazard Mitigation Grant Program (HMGP) application to the State of Florida Division of Emergency Management (FDEM) in order to secure FEMA funding to offset the costs associated with the implementation of the proposed elevation of 5 flood-prone homes. The locations of the 5 homes are shown on the attached location map.

Task Authorization No. 5 corresponds with HMGP Resolution No. 23-48 to elevate 5 flood-prone homes on the 10/3/2023 City Council agenda. Task Authorization No. 5 will not exceed \$33,500. Upon being selected for HMGP funding, the Pegasus fee will be eligible for reimbursement from FEMA as pre-award costs under a Sub-Recipient Management Cost allocation (100% Federal match).

HMGP funding for structure elevation is a cost reimbursement grant that has a 75% federal / 25% non-federal cost share. The homeowners who are voluntarily participating in this grant application will be responsible for the 25% non-federal cost share of the construction costs.

The total estimated cost to elevate 5 homes is \$2,352,111 (average of \$470,422 per home) and the city will be requesting reimbursement of up to \$1,764,083 from FEMA at project completion and \$588,028 from the homeowners (average of \$117,605 per home) before the start of construction.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Pegasus Engineering LLC RFSQ 23-11 Task Authorization No. 5 - Elevation of 5 Flood Prone Homes (DR-4680-FL)	Pegasus Engineering LLC RFSQ 23-11 Task Authorization No. 5 - Elevation of 5 Flood Prone Homes (DR-4680-FL).pdf
2.	Nicole - Elevation 2 Location Map	Nicole - Elevation 2 Location Map.pdf
3.	Pegasus Master Contract CA8124	Pegasus Master Contract CA8124.pdf
4.	5-home Elevation HMGP Grant Application Services Pegasus Proposal (09-12-2023)	5-home Elevation HMGP Grant Application Services Pegasus Proposal (09-12-2023).pdf
5.	Pegasus COI expires 09 18 2024	Pegasus COI expires 09 18 2024.pdf

Margaret Tomlinson

Tim Burman

John McKinney

Shannon Balmer

Wayne Clark

Tracee Cody

Created/Initiated - 9/14/2023

Approved - 9/14/2023

Approved - 9/18/2023

Approved - 9/21/2023

Approved - 9/22/2023

Final Approval - 9/28/2023

TASK AUTHORIZATION NO. 5
Contract for Services dated May 16, 2023
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified above, 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 Hazard Mitigation Grant Program ("HMGP") application to the State of Florida Division of Emergency Management ("FDEM") in order to secure Florida Emergency Management Agency ("FEMA") for the elevation of five (5) flood-prone homes under Hurricane Nicole (DR-4680-FL), and as more particularly described in Contractor's Proposal, attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within two (2) years 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 \$33,500.00. 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. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and

current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1,

the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and

mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its

successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon

request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor,

Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).”

(e) Copeland Anti Kick Back Act: Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any

violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by

the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal

funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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:

PEGASUS ENGINEERING, LLC

Printed Name: _____ By: _____
Fursan Munjed, Managing Member

Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 7 Pages



September 12, 2023

P-229793

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage
Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Subj: Grant Application Development for the Elevation of 5 Flood-Prone Homes as part of the
Hazard Mitigation Grant Program under Hurricane Nicole (DR-4680-FL)**

Dear Ms. Tomlinson:

As requested, we are pleased to submit this proposal to the City of Port Orange to perform grant services associated with the Grant Application Development for the Elevation of 5 Flood-Prone Homes as part of the Hazard Mitigation Grant Program (HMGP) under Hurricane Nicole (DR-4680-FL) project.

In essence, the City of Port Orange's Flood Mitigation Program encompass three distinct flood mitigation categories the City is interested in participating: typical elevation project, mitigation reconstruction project, which entails the demolition and reconstruction of homes that are not feasible for elevation, and acquisition demolition. This proposal specifically encompasses the preparation of a HMGP grant application for the typical elevation of 5 homes with a high risk of repetitive flooding. Please note upon being selected for HMGP funding, these services may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Upon the successful HMGP funding obligation of the HMGP grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out documents). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Under this contract, Pegasus Engineering will be responsible for the performance of the following tasks, at a minimum:

1. Review various e-mail correspondence from the City and the homeowners documenting the reported flooding associated with Hurricanes Ian, Nicole and prior storm events.
2. Attend coordination meetings with City of Port Orange staff to discuss observed and claimed flooding extent and steps to follow in consideration of the removal of structures from harm's way.
3. Coordinate with City staff to prepare for and conduct one-on-one meetings with the homeowners in order to address specific mitigation questions as well as to address the homeowners' concerns.
4. Review available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals provided by City of Port Orange officials and the homeowners.
5. Perform a field assessment of the homes that will be part of the HMGP application.
6. Coordinate with City of Port Orange staff regarding the finished floor elevations, photographs of each structure, and required signatures from homeowners on FEMA specific forms, as deemed necessary. Pre-bidding coordination with City of Port Orange staff is also anticipated.
7. Coordinate with City of Port Orange and different mitigation contractors regarding the mitigation proposals, proposed mitigation costs, and implementation associated with each structure.
8. Collect the supporting technical documentation associated with the various structures to be mitigated for the preparation of the Benefit Cost Analysis.
9. Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project.

10. Prepare a draft FEMA HMGP application package, which will include, but may not be limited to, the following information:

- ✓ HMGP Application
- ✓ Mitigation Worksheet
- ✓ Local Mitigation Strategy Support Letter
- ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
- ✓ Budget / Costs Estimate, including materials, labor and fees paid
- ✓ Photographic Documentation (Dry Conditions)
- ✓ Environmental Justice
- ✓ Concurrence Letter from the Floodplain Manager
- ✓ Pre-Award Form
- ✓ Sub-Recipient Management Cost Form
- ✓ Property Appraiser Reports
- ✓ Mitigation Specific Forms
- ✓ Recorded Historic Damages
- ✓ BCA Data Source Justification

11. Prepare and submit a final FEMA HMGP application package to FDEM via the online portal on or before the deadline for submission of October 20th, 2023, as established by FEMA.

12. Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews of the HMGP application. These efforts will include direct coordination with FDEM representatives during the review of the HMGP application.

13. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.

14. Coordinate closely with the homeowners and address their questions and concerns related to the flood mitigation under elevation category, as needed.

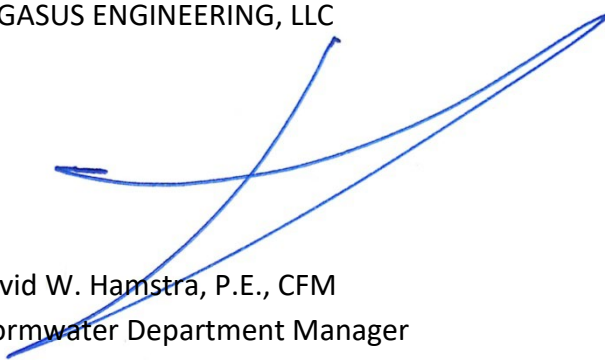
15. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

The above-described services will be performed for an hourly not-to-exceed fee amount of **\$33,500**, in accordance with attached manhour and fee estimate (refer to Attachment "A").

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC

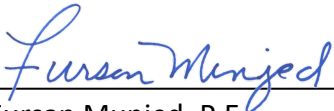


David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Debra Neher, City of Port Orange
Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

**City's Flood Mitigation Program due to Impacts of Hurricane Nicole
Grant Application Development for the Elevation of 5 Flood-Prone Homes as part of the
Hazard Mitigation Grant Program under Hurricane Nicole (DR-4680-FL)**

Approved for Pegasus Engineering, LLC



Fursan Munjed, P.E.

Principal
Officer's Title

September 12, 2023
Date

This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

See Task Authorization No. 5 Page 22

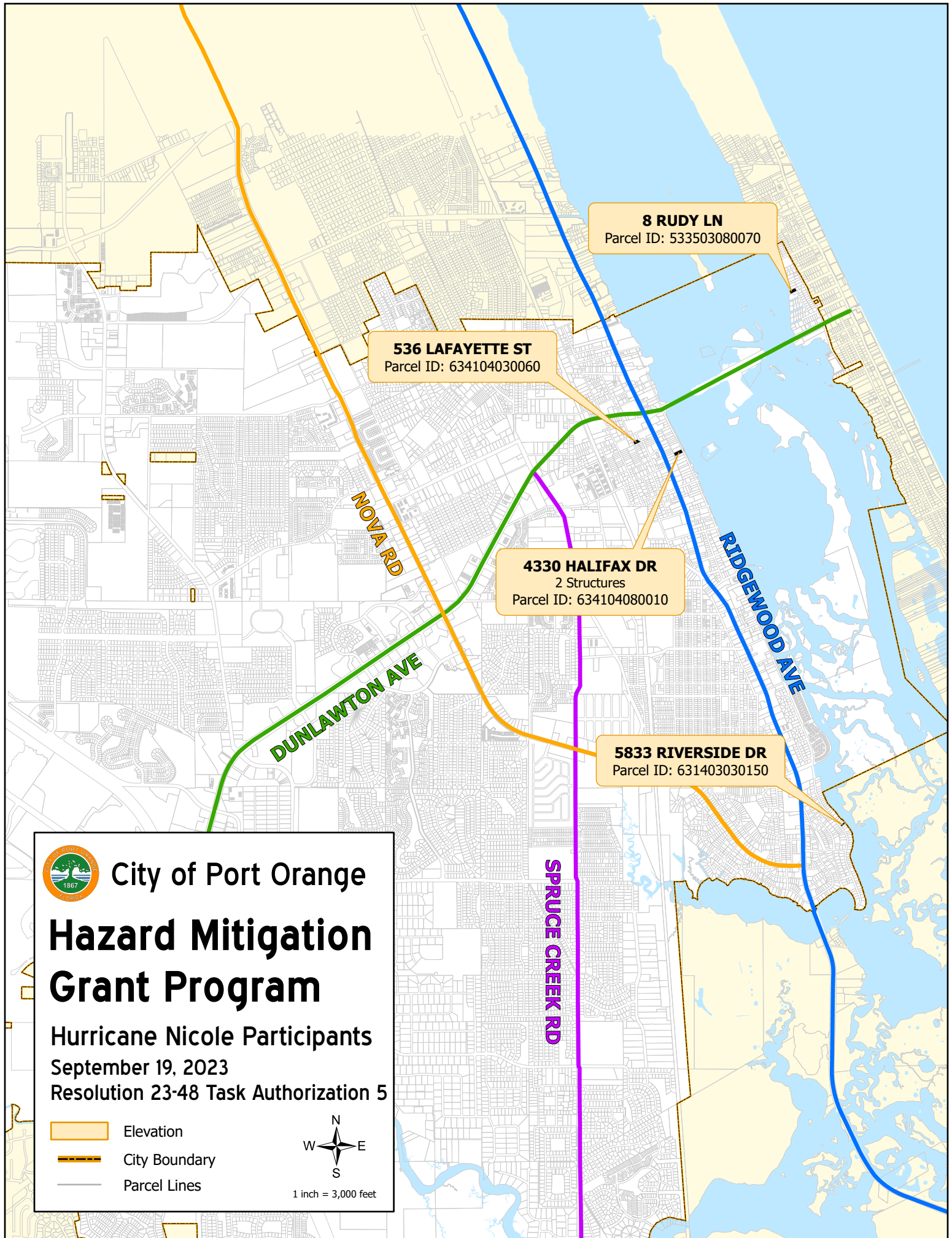
Authorized Signature

Officer's Title

Date



Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00		
Review various e-mail correspondence from the City and the homeowners documenting the reported flooding		4	4		2	10	\$1,510.00
Attend coordination meetings with City staff to discuss project specifics	4	4				8	\$1,520.00
Conduct one-on-one meetings with the homeowners in order to address specific mitigation questions	2	5	3		2	12	\$1,935.00
Review available flood loss history, elevation certificates, flood insurance declaration documents, etc.		5	5		4	14	\$2,015.00
Perform a field assessment of the homes that will be part of the HMGP application	8	8			2	18	\$3,210.00
Coordinate with City staff regarding the finished floor elevations, photographs, pre-bidding coordination, etc.		4	2			6	\$1,040.00
Coordinate with mitigation contractors regarding the proposed mitigation costs		2			1	3	\$455.00
Summarize in a database the supporting technical documentation per structure to be mitigated		4	4			8	\$1,340.00
Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project	4	8				12	\$2,260.00
Prepare a draft FEMA HMGP application packet, including figures and relevant supporting documentation	2	24	12	16	2	56	\$8,720.00
Prepare and submit a final FEMA HMGP application package to FDEM via the online portal		4			4	8	\$1,080.00
Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews	2	12	6	3	2	25	\$4,040.00
Follow up with the homeowners to address their questions and concerns related to the elevation project		4	2		2	8	\$1,210.00
Prepare for and attend City Commission Meetings regarding the mitigation project, as needed	4	4				8	\$1,520.00
Project Administration (Status Reports via Monthly Invoices)	6				3	9	\$1,425.00
TASK HOURS	32	92	38	19	24	205	
TASK LABOR COSTS	\$6,240.00	\$17,020.00	\$5,700.00	\$2,280.00	\$2,040.00	\$33,280.00	\$33,280.00
PERCENT BREAKDOWN	18.8%	51.1%	17.1%	6.9%	6.1%	100.0%	
Breakdown in Fees							
						(1) Labor Costs =	\$33,280.00
						(2) Reimbursable Expenses =	\$220.00
TOTAL HOURLY NOT TO EXCEED AMOUNT						=	\$33,500.00



City of Port Orange

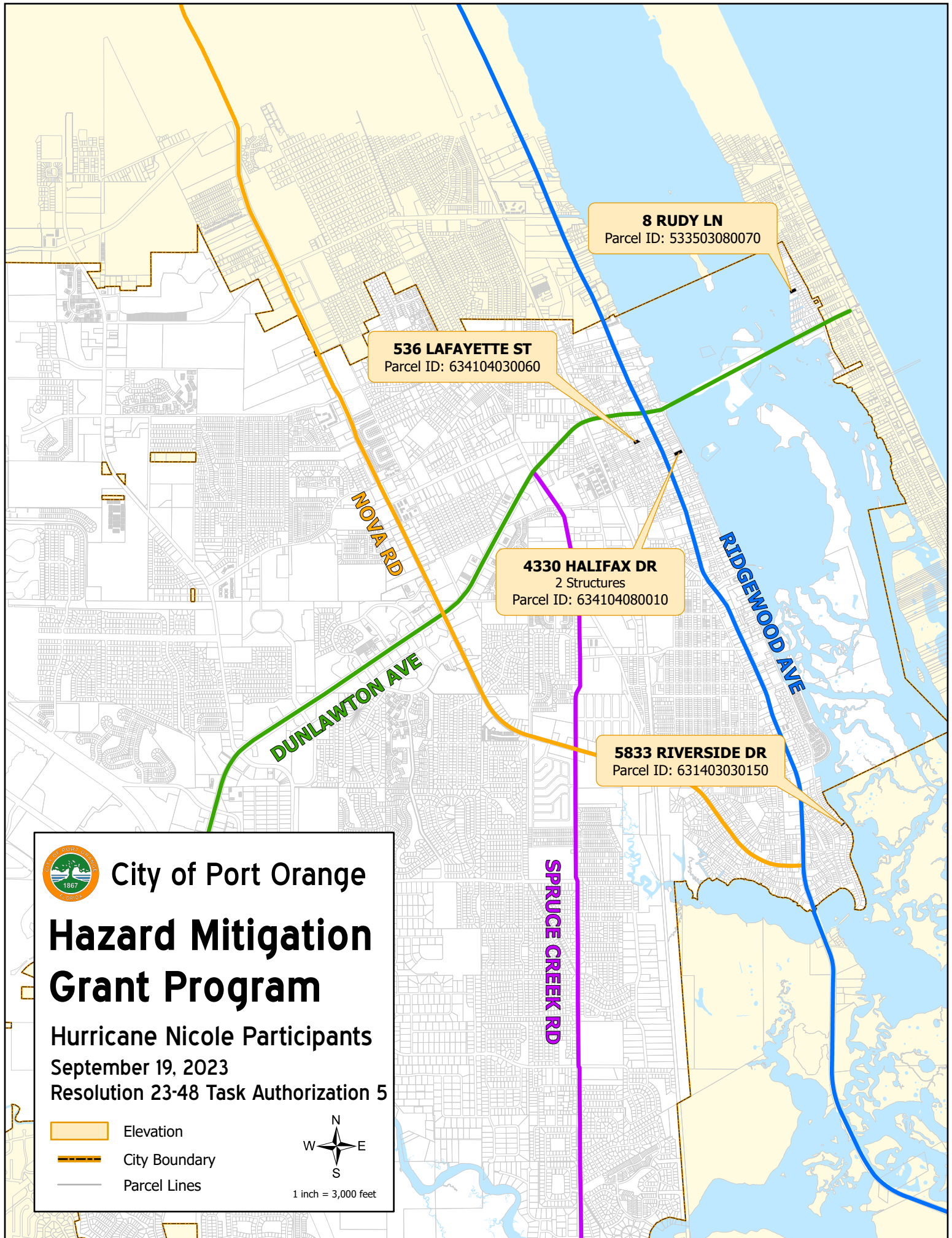
Hazard Mitigation Grant Program

Hurricane Nicole Participants
September 19, 2023
Resolution 23-48 Task Authorization 5

-  Elevation
-  City Boundary
-  Parcel Lines



1 inch = 3,000 feet



City of Port Orange

Hazard Mitigation Grant Program

Hurricane Nicole Participants
September 19, 2023
Resolution 23-48 Task Authorization 5

-  Elevation
-  City Boundary
-  Parcel Lines



1 inch = 3,000 feet



CITY OF PORT ORANGE CONTRACT FOR SERVICES (with FEMA required provisions)

This Standard Contract for Services ("Contract") is entered into this 16 day of May, 2023, 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 **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 301 West State Road 434, Suite 309, Winter Springs, Florida 32708. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Grant Management Services for Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP"), in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 23-11 ("RFSQ 23-11"). This Contract together with RFSQ 23-11, Addendum No. 1, Exhibit "1," and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, Addendum No 1 of RFSQ 23-11 and negotiated rate schedule are attached hereto as Exhibit "1." A complete copy of RFSQ 23-11 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(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 the Parties, and shall continue for a period of five (5) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for one (1) five-year period.

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

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

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

(a) All Task Authorization(s) issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by

the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization(s) shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization(s).

- (b) No new or additional Task Authorization(s) shall be issued after the original expiration date of this Contract. The extension to this Contract to coincide with the completion of an existing Task Authorization(s) issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Contractor to enter into a new or additional Task Authorization(s) after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization(s).

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Task Authorization(s); and reserves the right to utilize lump sum or hourly rate compensation, in amounts not to exceed the budget appropriation for each 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 Contractor shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization.

3. Contract Administration. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 25 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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

10. Termination for Non-Appropriation of Funds

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

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

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers'

Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City’s Leased Employee Affidavit Form Exhibit. Policies for Workers’ Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor’s work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements

☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<i>Additional Insurance Requirements</i>			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ To be determined.	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	

☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$200,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		
☐			

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

14. Modifications or Changes to this Contract

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

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

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

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

15. 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.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects,

whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

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

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

18. *Inspection*

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

19. *Liability for Loss or Damage.*

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

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's

fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

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

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

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

24. E-Verify. Contractor 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 Contractor during the term of this Contract and shall expressly require any sub-contractors 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 sub-contractor during the term of this Contract.

25. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. 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.

265. 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.

27. 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.**

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

29. Compliance with Other Federal Standards.

(a) Remedies. This Contract addresses administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See above Paragraph 8 - Termination for Default.

(b) Termination for Cause and Convenience. This Contract addresses termination for cause and for convenience by the City, including how it will be carried out and the basis for settlement. See above Paragraph 6 - Termination for Convenience of the City, Paragraph 8 – Termination for Default and Paragraph 11 - Termination for Non-Appropriation of Funds.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish

information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect

to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

If applicable, the City included the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full below, and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

"(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the

labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program

described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination

incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)

(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no

longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of

forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act. This provision is required for contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

"Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Recipient (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; *and*
 - 2. Are *not used* as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(i) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall

report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any Contract change, modification, amendment, addendum, Change Order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms. See above Paragraph 15 - Modifications or Changes to this Contract.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law

involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

30. Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

31. 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.

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Tim Burman, Community Development Director 1395 Dunlawton Avenue

Port Orange, Florida 32129
(386) 506-5615

Contractor: Pegasus Engineering, LLC
Attention: Fursan Munjed, Managing Member
301 West State Road 434
Suite 309
Winter Springs, Florida 32708
(407) 992-9160 Ext. 309 - Telephone
david@pegasusengineering.net - E-Mail

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.

33. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

34. Contract Construction

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

35. 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.

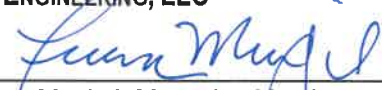
[Remainder of this page intentionally left blank]

Witnesses:


Printed Name: SEAN BECK

P. Villanueva
Printed Name: Priscilla Villanueva

PEGASUS ENGINEERING, LLC

By: 
Fursan Munjed, Managing Member

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

Date 5.9.2023

CITY OF PORT ORANGE

By: _____

Donald O. Burnette, Mayor

Date: May 16, 2023



ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: May 16, 2023

EXHIBIT “1”

Contractor's Negotiated Rate Schedule, RFSQ 23-11 Section 3,
and Addendum No.1 of RFSQ 23-11

Consisting of 4 Pages

Cost Proposal

Project Position or Classification (Function to be Performed)	Hourly Rate
Grant Program Manager	\$195.00
Grant Manager	\$185.00
Grant Management Specialist	\$150.00
Senior Designer	\$120.00
Designer/CADD Technician	\$100.00
Administrative Assistant	\$85.00

***NOTE:** The Hourly Rate Schedule presented above pertains solely to Pegasus Engineering staff. No sub-consultants are envisioned under this contract. However, if the unforeseen need to retain a sub-consultant arises, Pegasus Engineering will obtain City staff's pre-approval.

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to establish a master agreement for Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects in the City of Port Orange in accordance with Florida Statute 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA").

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the awarded engineering firm authorized representative. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

DESCRIPTION OF WORK

The City of Port Orange is seeking a professional firm that has extensive knowledge with FEMA Flood Mitigation Assistance (FMA) and Hazard Mitigation Grant Program (HMGP) programs specific to structure elevation, demolition/reconstruction, acquisition, and stormwater and drainage improvement projects. Experience should include working knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act and the related statutory authority, the ability to perform FEMA Benefit Cost Analysis calculations and familiarity with the City of Port Orange landscape including the unique needs of the community. The City seeks extensive knowledge in community engagement, drainage and stormwater projects in residential neighborhoods.

BACKGROUND

The City of Port Orange will be applying for multiple FEMA grants. Projects include community wide drainage improvements, stormwater improvements, residential elevation and residential acquisition and demolition. Due to the highly complex nature of mitigation grants, there is an identified need to obtain professional services for grant management.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1

April 19, 2023

RFSQ #23-11 GRANT MANAGEMENT SERVICES FOR FEMA HMGP/FMA STORMWATER & DRAINAGE IMPROVEMENT PROJECTS

To All Submitters:

The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced project dated April 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the submitter to confirm that all addenda have been received prior to submitting a Statement of Qualifications and acknowledge such in the RFSQ documents.

A. CLARIFICATIONS:

None

B. CHANGES TO RFSQ DOCUMENT:

On p. 42, TAB D – APPROACH TO PROJECT/UNDERSTANDING in paragraph 2, strike the language 'especially SRC projects' as this does not apply to the City of Port Orange.

C. QUESTIONS AND ANSWERS:

Question #1

Tab B: Company Profile – History and Qualifications lists page maximums for the first two bullets. Does the City have required page limits for the last two bullets in this section?

Answer #1

No

Question #2

Tab D: Approach to Project/Understanding – Does the City have a required page limit for this section?

Answer #2

No

Question #3

Is there an incumbent currently performing the same, or substantially similar work to the scope of services being solicited in this RFSQ?

Answer #3

No

Question #4

Tab D: Approach to Project/Understanding uses the term "SRC projects". Could the City please clarify what "SRC" stands for in this context?

Answer #4

See Letter B above.

Question #5

In Section 6 – Special Conditions, requirements include that the submitting firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal. Would the City be willing to consider a firm that was established in October, 2020, but meets all other requirements and can full demonstrate its staff have the adequate experience in FEMA HMGP and FMA programs necessary to provide the services requested?

Answer #5

No. The requirements outlined in the RFSQ document remain unchanged.

Jill Poolman, CPPO, CPPB, FCCM/Purchasing Manager

jpoolman@port-orange.org

In all other respects, except as specifically stated herein, the subject RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects remains unchanged.

END OF ADDENDUM NO. #1

EXHIBIT "2"

Sample Task Authorization for Services

Consisting of 21 Pages

TASK AUTHORIZATION NO. ____
Contract for Services dated _____
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$ _____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors

with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the

contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or

owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or

audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State

Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its

own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) **Further Compliance with the Contract Work Hours and Safety Standards Act.**

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) **Rights to Inventions Made Under a Contract or Agreement.**

(1) **Stafford Act Disaster Grants.** This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs

Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

"Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section

6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such

equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts.* The Contractor shall insert the substance of this clause, including this

paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act

("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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:

PEGASUS ENGINEERING, LLC

Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager **OR**
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____



PEGAENG-01

ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/1/2023

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

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

PRODUCER
JCJ Insurance Agency, LLC
2208 Hillcrest Street
Orlando, FL 32803

CONTACT
NAME:
PHONE
(A/C, No, Ext): (321) 445-1117 FAX
(A/C, No): (321) 445-1076
E-MAIL
ADDRESS: certs@jcj-insurance.com

INSURED

Pegasus Engineering LLC
301 W. SR 434, Suite 309
Winter Springs, FL 32708

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Phoenix Insurance Co. (Travelers)

25623

INSURER B : Travelers Property & Casualty of America

25674

INSURER C : Travelers Casualty & Surety Co

19038

INSURER D : Berkley Insurance Company

32603

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6802H633696	9/18/2022	9/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	6802H633696	9/18/2022	9/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP5D257010	9/18/2022	9/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB5J589774	9/18/2022	9/18/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Professional Liab			AEC-9058882-05	9/18/2022	9/18/2023	Per Claim/Aggregate 2,000,000

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

RE: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects; RFSQ #23-11

Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



September 12, 2023

P-229793

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage
Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Subj: Grant Application Development for the Elevation of 5 Flood-Prone Homes as part of the
Hazard Mitigation Grant Program under Hurricane Nicole (DR-4680-FL)**

Dear Ms. Tomlinson:

As requested, we are pleased to submit this proposal to the City of Port Orange to perform grant services associated with the Grant Application Development for the Elevation of 5 Flood-Prone Homes as part of the Hazard Mitigation Grant Program (HMGP) under Hurricane Nicole (DR-4680-FL) project.

In essence, the City of Port Orange's Flood Mitigation Program encompass three distinct flood mitigation categories the City is interested in participating: typical elevation project, mitigation reconstruction project, which entails the demolition and reconstruction of homes that are not feasible for elevation, and acquisition demolition. This proposal specifically encompasses the preparation of a HMGP grant application for the typical elevation of 5 homes with a high risk of repetitive flooding. Please note upon being selected for HMGP funding, these services may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Upon the successful HMGP funding obligation of the HMGP grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out documents). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Under this contract, Pegasus Engineering will be responsible for the performance of the following tasks, at a minimum:

1. Review various e-mail correspondence from the City and the homeowners documenting the reported flooding associated with Hurricanes Ian, Nicole and prior storm events.
2. Attend coordination meetings with City of Port Orange staff to discuss observed and claimed flooding extent and steps to follow in consideration of the removal of structures from harm's way.
3. Coordinate with City staff to prepare for and conduct one-on-one meetings with the homeowners in order to address specific mitigation questions as well as to address the homeowners' concerns.
4. Review available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals provided by City of Port Orange officials and the homeowners.
5. Perform a field assessment of the homes that will be part of the HMGP application.
6. Coordinate with City of Port Orange staff regarding the finished floor elevations, photographs of each structure, and required signatures from homeowners on FEMA specific forms, as deemed necessary. Pre-bidding coordination with City of Port Orange staff is also anticipated.
7. Coordinate with City of Port Orange and different mitigation contractors regarding the mitigation proposals, proposed mitigation costs, and implementation associated with each structure.
8. Collect the supporting technical documentation associated with the various structures to be mitigated for the preparation of the Benefit Cost Analysis.
9. Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project.

10. Prepare a draft FEMA HMGP application package, which will include, but may not be limited to, the following information:

- ✓ HMGP Application
- ✓ Mitigation Worksheet
- ✓ Local Mitigation Strategy Support Letter
- ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
- ✓ Budget / Costs Estimate, including materials, labor and fees paid
- ✓ Photographic Documentation (Dry Conditions)
- ✓ Environmental Justice
- ✓ Concurrence Letter from the Floodplain Manager
- ✓ Pre-Award Form
- ✓ Sub-Recipient Management Cost Form
- ✓ Property Appraiser Reports
- ✓ Mitigation Specific Forms
- ✓ Recorded Historic Damages
- ✓ BCA Data Source Justification

11. Prepare and submit a final FEMA HMGP application package to FDEM via the online portal on or before the deadline for submission of October 20th, 2023, as established by FEMA.

12. Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews of the HMGP application. These efforts will include direct coordination with FDEM representatives during the review of the HMGP application.

13. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.

14. Coordinate closely with the homeowners and address their questions and concerns related to the flood mitigation under elevation category, as needed.

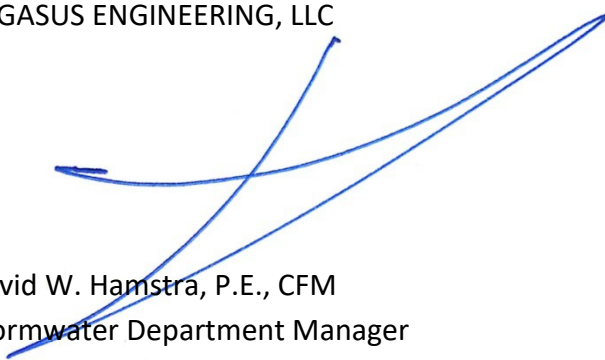
15. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

The above-described services will be performed for an hourly not-to-exceed fee amount of **\$33,500**, in accordance with attached manhour and fee estimate (refer to Attachment "A").

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC

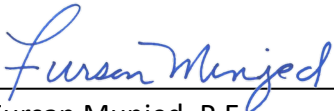


David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Debra Neher, City of Port Orange
Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

**City's Flood Mitigation Program due to Impacts of Hurricane Nicole
Grant Application Development for the Elevation of 5 Flood-Prone Homes as part of the
Hazard Mitigation Grant Program under Hurricane Nicole (DR-4680-FL)**

Approved for Pegasus Engineering, LLC



Fursan Munjed, P.E.

Principal

Officer's Title

September 12, 2023

Date

This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

Authorized Signature

Officer's Title

Date

Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00		
Review various e-mail correspondence from the City and the homeowners documenting the reported flooding		4	4		2	10	\$1,510.00
Attend coordination meetings with City staff to discuss project specifics	4	4				8	\$1,520.00
Conduct one-on-one meetings with the homeowners in order to address specific mitigation questions	2	5	3		2	12	\$1,935.00
Review available flood loss history, elevation certificates, flood insurance declaration documents, etc.		5	5		4	14	\$2,015.00
Perform a field assessment of the homes that will be part of the HMGP application	8	8			2	18	\$3,210.00
Coordinate with City staff regarding the finished floor elevations, photographs, pre-bidding coordination, etc.		4	2			6	\$1,040.00
Coordinate with mitigation contractors regarding the proposed mitigation costs		2			1	3	\$455.00
Summarize in a database the supporting technical documentation per structure to be mitigated		4	4			8	\$1,340.00
Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project	4	8				12	\$2,260.00
Prepare a draft FEMA HMGP application packet, including figures and relevant supporting documentation	2	24	12	16	2	56	\$8,720.00
Prepare and submit a final FEMA HMGP application package to FDEM via the online portal		4			4	8	\$1,080.00
Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews	2	12	6	3	2	25	\$4,040.00
Follow up with the homeowners to address their questions and concerns related to the elevation project		4	2		2	8	\$1,210.00
Prepare for and attend City Commission Meetings regarding the mitigation project, as needed	4	4				8	\$1,520.00
Project Administration (Status Reports via Monthly Invoices)	6				3	9	\$1,425.00
TASK HOURS	32	92	38	19	24	205	
TASK LABOR COSTS	\$6,240.00	\$17,020.00	\$5,700.00	\$2,280.00	\$2,040.00	\$33,280.00	\$33,280.00
PERCENT BREAKDOWN	18.8%	51.1%	17.1%	6.9%	6.1%	100.0%	
Breakdown in Fees							
						=	\$33,280.00
						=	\$220.00
TOTAL HOURLY NOT TO EXCEED AMOUNT						=	\$33,500.00



PEGAENG-01

BBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2023

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

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

PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME:	
	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Co. (Travelers)	25623
INSURED Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6802H633696	9/18/2023	9/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	6802H633696	9/18/2023	9/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP5D257010	9/18/2023	9/18/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB5J589774	9/18/2023	9/18/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Professional Liab			AEC-9070599-06	9/18/2023	9/18/2024	Per Claim/Aggregate 2,000,000

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

RE: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects; RFSQ #23-11

Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

CANCELLATION

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

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

AUTHORIZED REPRESENTATIVE



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (C8d) Approval of Task Authorization No. 6 with Pegasus Engineering, LLC for grant application development for the FEMA Hazard Mitigation Grant Program (HMGP) Application for the Demolition and Reconstruction of 1 Flood-Prone Home under Hurricane Nicole (DR-4680-FL)

DEPARTMENT: Community Development

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

RECOMMENDED MOTION: Move to approve Task Authorization No. 6 with Pegasus Engineering, LLC and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Pegasus Engineering, LLC has an existing contract with the City to provide assistance in preparing and submitting FEMA Hazard Mitigation Grant Program (HMGP) applications. Staff is requesting the services of Pegasus Engineering, LLC to prepare and submit a FEMA Hazard Mitigation Grant Program (HMGP) application to the State of Florida Division of Emergency Management (FDEM) in order to secure FEMA funding to offset the costs associated with the implementation of the proposed demolition and reconstruction of one flood-prone home. The location of the 1 home is shown on the attached location map.

Task Authorization No. 6 corresponds with HMGP Resolution No. 23-49 to demolish and reconstruct one flood-prone home on the 10/3/2023 City Council agenda. Task Authorization No. 6 will not exceed \$19,140. Upon being selected for HMGP funding, the Pegasus fee will be eligible for reimbursement from FEMA as pre-award costs under a Sub-Recipient Management Cost allocation (100% Federal match).

HMGP funding for structure demolition and reconstruction is a cost reimbursement grant that has a 75% federal / 25% non-federal cost share. The homeowners who are voluntarily participating in this grant application will be responsible for the 25% non-federal cost share of the construction costs.

The total estimated cost to demolish and reconstruct the home is \$198,795 and the city will be requesting reimbursement of up to \$149,096 from FEMA at project completion and \$49,699 from the homeowner before the start of construction.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Pegasus Engineering LLC RFSQ 23-11 Task Authorization No. 6 - Acquisition for the Demolition of 1 Flood Prone Home (DR-4680-FL)	Pegasus Engineering LLC RFSQ 23-11 Task Authorization No. 6 - Acquisition for the Demolition of 1 Flood Prone Home (DR-4680-FL) (2).pdf
2.	Nicole - Demolition Location Map	Nicole - Demolition Location Map.pdf
3.	Pegasus Master Contract CA8124	Pegasus Master Contract CA8124.pdf
4.	Mitigation Reconstruction of a Flood-Prone Home HMGP Grant Application Services Pegasus Proposal (09-12-2023)	Mitigation Reconstruction of a Flood-Prone Home HMGP Grant Application Services Pegasus Proposal (09-12-2023).pdf
5.	Pegasus COI expires 09 18 2024	Pegasus COI expires 09 18 2024.pdf

Margaret Tomlinson

Created/Initiated - 9/14/2023

Tim Burman

Approved - 9/14/2023

John McKinney

Approved - 9/18/2023

Shannon Balmer

Approved - 9/21/2023

Wayne Clark

Approved - 9/22/2023

Tracee Cody

Final Approval - 9/28/2023

TASK AUTHORIZATION NO. 6
Contract for Services dated May 16, 2023
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified above, 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 Hazard Mitigation Grant Program ("HMGP") application to the State of Florida Division of Emergency Management ("FDEM") in order to secure Florida Emergency Management Agency ("FEMA") for the mitigation reconstruction of a flood prone home under Hurricane Nicole (DR-4680-FL), and as more particularly described in Contractor's Proposal, attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within two (2) years 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 \$19,140.00. 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. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and

current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1,

the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and

mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its

successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon

request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor,

Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).”

(e) Copeland Anti Kick Back Act: Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any

violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by

the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

- (1) This clause does not prohibit Contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 1. Are *not used* as a substantial or essential component of any system; *and*
 2. Are *not used* as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal

funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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:

PEGASUS ENGINEERING, LLC

Printed Name: _____ By: _____
Fursan Munjed, Managing Member

Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 7 Pages



September 12, 2023

P-229794

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage
Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Subj: Grant Application Development for the Mitigation Reconstruction of a Flood-Prone
Home as part of the Hazard Mitigation Grant Program under Hurricane Nicole
(DR-4680-FL)**

Dear Ms. Tomlinson:

As requested, we are pleased to submit this proposal to the City of Port Orange to perform grant services associated with the Grant Application Development for the Mitigation Reconstruction of a Flood-Prone Home as part of the Hazard Mitigation Grant Program (HMGP) under Hurricane Nicole (DR-4680-FL) project.

In essence, the City of Port Orange's Flood Mitigation Program encompass three distinct flood mitigation categories the City is interested in participating: typical elevation project, mitigation reconstruction project, which entails the demolition and reconstruction of homes that are not feasible for elevation, and acquisition demolition. This proposal specifically encompasses the preparation of a HMGP grant application for the mitigation reconstruction of a flood-prone home with a high risk of repetitive flooding. Please note upon being selected for HMGP funding, these services may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Upon the successful HMGP funding obligation of the HMGP grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out documents). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

"Engineering a Higher Standard"

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155

Under this contract, Pegasus Engineering will be responsible for the performance of the following tasks, at a minimum:

1. Review various e-mail correspondence from the City and the homeowner documenting the reported flooding associated with Hurricanes Ian, Nicole and prior storm events.
2. Attend coordination meetings with City of Port Orange staff to discuss observed and claimed flooding extent and steps to follow in consideration of the removal of this structure from harm's way.
3. Coordinate with City staff to prepare for and conduct an one-on-one meeting with the homeowner in order to address specific mitigation questions.
4. Review available flood loss history, elevation certificate, flood insurance declaration documents, and reconstruction proposal provided by City of Port Orange officials and/or the homeowner.
5. Perform a field assessment of the home that will be part of the HMGP application.
6. Coordinate with City of Port Orange staff regarding the finished floor elevation, photographs of each structure, and required FEMA documentation, as deemed necessary. Pre-bidding coordination with City of Port Orange staff is also anticipated.
7. Coordinate with the City of Port Orange and different mitigation contractors regarding the mitigation proposals, proposed mitigation costs, and implementation associated with the structure.
8. Collect the supporting technical documentation associated with the structure to be mitigated for the preparation of the Benefit Cost Analysis.
9. Prepare a preliminary Benefit Cost Analysis of the structure that will participate in the flood mitigation project.
10. Prepare a draft FEMA HMGP application package, which will include, but may not be limited to, the following information:

- ✓ HMGP Application
- ✓ Mitigation Worksheet
- ✓ Local Mitigation Strategy Support Letter
- ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
- ✓ Budget / Costs Estimate, including materials, labor and fees paid
- ✓ Photographic Documentation (Dry Conditions)
- ✓ Environmental Justice
- ✓ Concurrence Letter from the Floodplain Manager
- ✓ Pre-Award Form
- ✓ Sub-Recipient Management Cost Form
- ✓ Property Appraiser Reports
- ✓ Mitigation Specific Forms
- ✓ Recorded Historic Damages
- ✓ BCA Data Source Justification

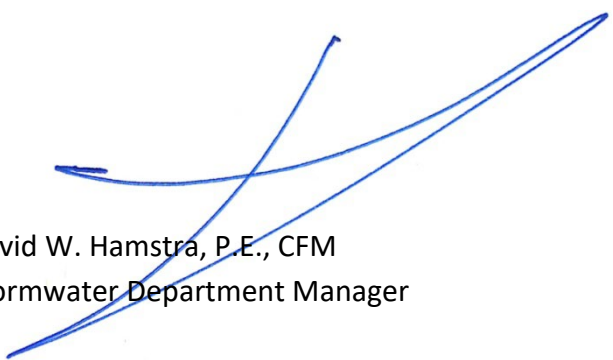
11. Prepare and submit a final FEMA HMGP application package to FDEM via the online portal on or before the deadline for submission of October 20th, 2023, as established by FEMA.
12. Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews of the HMGP application. These efforts will include direct coordination with FDEM representatives during the review of the HMGP application.
13. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.
14. Coordinate closely with the homeowner and address their questions and concerns related to the flood mitigation under the mitigation reconstruction category, as needed.
15. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

The above-described services will be performed for an hourly not-to-exceed fee amount of **\$19,140**, in accordance with attached manhour and fee estimate (refer to Attachment "A").

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC



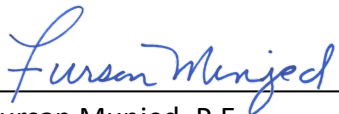
David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Debra Neher, City of Port Orange
Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

**Grant Management Services for FEMA HMGP/FMA
Stormwater & Drainage Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Grant Application Development for the Mitigation Reconstruction of a Flood-Prone Home
as part of the Hazard Mitigation Grant Program under Hurricane Nicole
(DR-4680-FL)**

Approved for Pegasus Engineering, LLC



Fursan Munjed, P.E.

Principal
Officer's Title

September 12, 2023
Date

This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

See Task Authorization No. 7 Page 22

Authorized Signature

Officer's Title

Date

EXHIBIT "A"
Manhour and Fee Estimate
for the

**GRANT APPLICATION DEVELOPMENT FOR THE MITIGATION RECONSTRUCTION OF A FLOOD-PRONE HOME
AS PART OF THE HAZARD MITIGATION GRANT PROGRAM UNDER HURRICANE NICOLE (FL-4860-DR)**



Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00		
Review various e-mail correspondence from the City and the homeowner documenting the reported flooding		2	2		2	6	\$840.00
Attend coordination meetings with City staff to discuss project specifics	2	2				4	\$760.00
Conduct a one-on-one meeting with the homeowner in order to address specific mitigation questions	2	2	1		2	7	\$1,080.00
Review available flood loss history, elevation certificate, flood insurance declaration documents, etc.		2	2		1	5	\$755.00
Perform a field assessment of the home that will be part of the HMGP application	2	2			2	6	\$930.00
Coordinate with City staff regarding the finished floor elevation, photographs, pre-bidding coordination		2	1			3	\$520.00
Coordinate with mitigation contractors regarding the proposed mitigation costs		2			1	3	\$455.00
Summarize in a database the supporting technical documentation for the structure to be mitigated		2	2			4	\$670.00
Prepare a preliminary Benefit Cost Analysis of the structure that participates in the flood mitigation project	2	4				6	\$1,130.00
Prepare a draft FEMA HMGP application packet, including figures and relevant supporting documentation	2	12	6	4	2	26	\$4,160.00
Prepare and submit a final FEMA HMGP application package to FDEM via the online portal		4			4	8	\$1,080.00
Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews	2	4	6	2	2	16	\$2,440.00
Follow up with the homeowners to address their questions and concerns related to the Mitigation Reconstruction Project		4	2		2	8	\$1,210.00
Prepare for and attend City Commission Meetings regarding the mitigation project, as needed	4	4				8	\$1,520.00
Project Administration (Status Reports via Monthly Invoices)	6				3	9	\$1,425.00
TASK HOURS	22	48	22	6	21	119	
TASK LABOR COSTS	\$4,290.00	\$8,880.00	\$3,300.00	\$720.00	\$1,785.00	\$18,975.00	\$18,975.00
PERCENT BREAKDOWN	22.6%	46.8%	17.4%	3.8%	9.4%	100.0%	
Breakdown in Fees							
				(1) Labor Costs	=		\$18,975.00
				(2) Reimbursable Expenses	=		\$165.00
TOTAL HOURLY NOT TO EXCEED AMOUNT						=	\$19,140.00

21 CYPRESS IN THE WOOD
Parcel ID: 630600000140

NOVA RD

DUNLAWTON AVE

RIDGEWOOD AVE

SPRUCE CREEK RD



City of Port Orange

Hazard Mitigation Grant Program

Hurricane Nicole Participants
September 13, 2023 • Revision 1



Demolition/Reconstruction



City Boundary



Parcel Lines



1 inch = 3,000 feet

21 CYPRESS IN THE WOOD
Parcel ID: 630600000140

NOVA RD

DUNLAWTON AVE

RIDGEWOOD AVE

SPRUCE CREEK RD



City of Port Orange

Hazard Mitigation Grant Program

Hurricane Nicole Participants
September 13, 2023 • Revision 1



Demolition/Reconstruction



City Boundary



Parcel Lines



1 inch = 3,000 feet



CITY OF PORT ORANGE CONTRACT FOR SERVICES (with FEMA required provisions)

This Standard Contract for Services ("Contract") is entered into this 16 day of May, 2023, 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 **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 301 West State Road 434, Suite 309, Winter Springs, Florida 32708. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Grant Management Services for Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP"), in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 23-11 ("RFSQ 23-11"). This Contract together with RFSQ 23-11, Addendum No. 1, Exhibit "1," and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, Addendum No 1 of RFSQ 23-11 and negotiated rate schedule are attached hereto as Exhibit "1." A complete copy of RFSQ 23-11 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(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 the Parties, and shall continue for a period of five (5) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for one (1) five-year period.

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

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

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

(a) All Task Authorization(s) issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by

the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization(s) shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization(s).

- (b) No new or additional Task Authorization(s) shall be issued after the original expiration date of this Contract. The extension to this Contract to coincide with the completion of an existing Task Authorization(s) issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Contractor to enter into a new or additional Task Authorization(s) after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization(s).

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Task Authorization(s); and reserves the right to utilize lump sum or hourly rate compensation, in amounts not to exceed the budget appropriation for each 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 Contractor shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization.

3. Contract Administration. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 25 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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

10. Termination for Non-Appropriation of Funds

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

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

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers'

Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City’s Leased Employee Affidavit Form Exhibit. Policies for Workers’ Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor’s work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements

☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<u>Additional Insurance Requirements</u>			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	

☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$200,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		
☐			

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

14. Modifications or Changes to this Contract

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

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

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

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

15. 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.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects,

whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

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

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

18. *Inspection*

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

19. *Liability for Loss or Damage.*

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

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's

fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

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

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

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

24. E-Verify. Contractor 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 Contractor during the term of this Contract and shall expressly require any sub-contractors 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 sub-contractor during the term of this Contract.

25. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. 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.

265. 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.

27. 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.**

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

29. Compliance with Other Federal Standards.

(a) Remedies. This Contract addresses administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See above Paragraph 8 - Termination for Default.

(b) Termination for Cause and Convenience. This Contract addresses termination for cause and for convenience by the City, including how it will be carried out and the basis for settlement. See above Paragraph 6 - Termination for Convenience of the City, Paragraph 8 – Termination for Default and Paragraph 11 - Termination for Non-Appropriation of Funds.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish

information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect

to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

If applicable, the City included the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full below, and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

"(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the

labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program

described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination

incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)

(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no

longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of

forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act. This provision is required for contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

"Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Recipient (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; *and*
 - 2. Are *not used* as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(i) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall

report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any Contract change, modification, amendment, addendum, Change Order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms. See above Paragraph 15 - Modifications or Changes to this Contract.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law

involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

30. Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

31. 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.

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Tim Burman, Community Development Director 1395 Dunlawton Avenue

Port Orange, Florida 32129
(386) 506-5615

Contractor: Pegasus Engineering, LLC
Attention: Fursan Munjed, Managing Member
301 West State Road 434
Suite 309
Winter Springs, Florida 32708
(407) 992-9160 Ext. 309 - Telephone
david@pegasusengineering.net - E-Mail

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.

33. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

34. Contract Construction

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

35. 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.

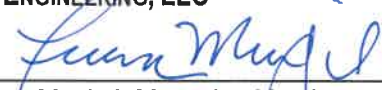
[Remainder of this page intentionally left blank]

Witnesses:


Printed Name: SEAN BECK

P. Villanueva
Printed Name: Priscilla Villanueva

PEGASUS ENGINEERING, LLC

By: 
Fursan Munjed, Managing Member

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

Date 5.9.2023

CITY OF PORT ORANGE

By: _____

Donald O. Burnette, Mayor

Date: May 16, 2023



ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: May 16, 2023

EXHIBIT “1”

Contractor's Negotiated Rate Schedule, RFSQ 23-11 Section 3,
and Addendum No.1 of RFSQ 23-11

Consisting of 4 Pages

Cost Proposal

Project Position or Classification (Function to be Performed)	Hourly Rate
Grant Program Manager	\$195.00
Grant Manager	\$185.00
Grant Management Specialist	\$150.00
Senior Designer	\$120.00
Designer/CADD Technician	\$100.00
Administrative Assistant	\$85.00

***NOTE:** The Hourly Rate Schedule presented above pertains solely to Pegasus Engineering staff. No sub-consultants are envisioned under this contract. However, if the unforeseen need to retain a sub-consultant arises, Pegasus Engineering will obtain City staff's pre-approval.

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to establish a master agreement for Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA").

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the awarded engineering firm authorized representative. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

DESCRIPTION OF WORK

The City of Port Orange is seeking a professional firm that has extensive knowledge with FEMA Flood Mitigation Assistance (FMA) and Hazard Mitigation Grant Program (HMGP) programs specific to structure elevation, demolition/reconstruction, acquisition, and stormwater and drainage improvement projects. Experience should include working knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act and the related statutory authority, the ability to perform FEMA Benefit Cost Analysis calculations and familiarity with the City of Port Orange landscape including the unique needs of the community. The City seeks extensive knowledge in community engagement, drainage and stormwater projects in residential neighborhoods.

BACKGROUND

The City of Port Orange will be applying for multiple FEMA grants. Projects include community wide drainage improvements, stormwater improvements, residential elevation and residential acquisition and demolition. Due to the highly complex nature of mitigation grants, there is an identified need to obtain professional services for grant management.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1

April 19, 2023

RFSQ #23-11 GRANT MANAGEMENT SERVICES FOR FEMA HMGP/FMA STORMWATER & DRAINAGE IMPROVEMENT PROJECTS

To All Submitters:

The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced project dated April 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the submitter to confirm that all addenda have been received prior to submitting a Statement of Qualifications and acknowledge such in the RFSQ documents.

A. CLARIFICATIONS:

None

B. CHANGES TO RFSQ DOCUMENT:

On p. 42, TAB D – APPROACH TO PROJECT/UNDERSTANDING in paragraph 2, strike the language ‘*especially SRC projects*’ as this does not apply to the City of Port Orange.

C. QUESTIONS AND ANSWERS:

Question #1

Tab B: Company Profile – History and Qualifications lists page maximums for the first two bullets. Does the City have required page limits for the last two bullets in this section?

Answer #1

No

Question #2

Tab D: Approach to Project/Understanding – Does the City have a required page limit for this section?

Answer #2

No

Question #3

Is there an incumbent currently performing the same, or substantially similar work to the scope of services being solicited in this RFSQ?

Answer #3

No

Question #4

Tab D: Approach to Project/Understanding uses the term “SRC projects”. Could the City please clarify what “SRC” stands for in this context?

Answer #4

See Letter B above.

Question #5

In Section 6 – Special Conditions, requirements include that the submitting firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal. Would the City be willing to consider a firm that was established in October, 2020, but meets all other requirements and can full demonstrate its staff have the adequate experience in FEMA HMGP and FMA programs necessary to provide the services requested?

Answer #5

No. The requirements outlined in the RFSQ document remain unchanged.

Jill Poolman, CPPO, CPPB, FCCM/Purchasing Manager

jpoolman@port-orange.org

In all other respects, except as specifically stated herein, the subject RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects remains unchanged.

END OF ADDENDUM NO. #1

EXHIBIT "2"

Sample Task Authorization for Services

Consisting of 21 Pages

TASK AUTHORIZATION NO. ____
Contract for Services dated _____
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$ _____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors

with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the

contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or

owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or

audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State

Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its

own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) **Further Compliance with the Contract Work Hours and Safety Standards Act.**

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) **Rights to Inventions Made Under a Contract or Agreement.**

(1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs

Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

"Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section

6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such

equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts.* The Contractor shall insert the substance of this clause, including this

paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act

("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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:

PEGASUS ENGINEERING, LLC

Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager **OR**
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____



PEGAENG-01

ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/1/2023

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

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

PRODUCER
JCJ Insurance Agency, LLC
2208 Hillcrest Street
Orlando, FL 32803

CONTACT
NAME:
PHONE
(A/C, No, Ext): (321) 445-1117 FAX
(A/C, No): (321) 445-1076
E-MAIL
ADDRESS: certs@jcj-insurance.com

INSURED

Pegasus Engineering LLC
301 W. SR 434, Suite 309
Winter Springs, FL 32708

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Phoenix Insurance Co. (Travelers)	25623
INSURER B : Travelers Property & Casualty of America	25674
INSURER C : Travelers Casualty & Surety Co	19038
INSURER D : Berkley Insurance Company	32603
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6802H633696	9/18/2022	9/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	6802H633696	9/18/2022	9/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP5D257010	9/18/2022	9/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB5J589774	9/18/2022	9/18/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Professional Liab			AEC-9058882-05	9/18/2022	9/18/2023	Per Claim/Aggregate 2,000,000

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

RE: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects; RFSQ #23-11

Certificate Holder is an Additional Insured with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



September 12, 2023

P-229794

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage
Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Subj: Grant Application Development for the Mitigation Reconstruction of a Flood-Prone
Home as part of the Hazard Mitigation Grant Program under Hurricane Nicole
(DR-4680-FL)**

Dear Ms. Tomlinson:

As requested, we are pleased to submit this proposal to the City of Port Orange to perform grant services associated with the Grant Application Development for the Mitigation Reconstruction of a Flood-Prone Home as part of the Hazard Mitigation Grant Program (HMGP) under Hurricane Nicole (DR-4680-FL) project.

In essence, the City of Port Orange's Flood Mitigation Program encompass three distinct flood mitigation categories the City is interested in participating: typical elevation project, mitigation reconstruction project, which entails the demolition and reconstruction of homes that are not feasible for elevation, and acquisition demolition. This proposal specifically encompasses the preparation of a HMGP grant application for the mitigation reconstruction of a flood-prone home with a high risk of repetitive flooding. Please note upon being selected for HMGP funding, these services may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Upon the successful HMGP funding obligation of the HMGP grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out documents). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

"Engineering a Higher Standard"

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155

Under this contract, Pegasus Engineering will be responsible for the performance of the following tasks, at a minimum:

1. Review various e-mail correspondence from the City and the homeowner documenting the reported flooding associated with Hurricanes Ian, Nicole and prior storm events.
2. Attend coordination meetings with City of Port Orange staff to discuss observed and claimed flooding extent and steps to follow in consideration of the removal of this structure from harm's way.
3. Coordinate with City staff to prepare for and conduct an one-on-one meeting with the homeowner in order to address specific mitigation questions.
4. Review available flood loss history, elevation certificate, flood insurance declaration documents, and reconstruction proposal provided by City of Port Orange officials and/or the homeowner.
5. Perform a field assessment of the home that will be part of the HMGP application.
6. Coordinate with City of Port Orange staff regarding the finished floor elevation, photographs of each structure, and required FEMA documentation, as deemed necessary. Pre-bidding coordination with City of Port Orange staff is also anticipated.
7. Coordinate with the City of Port Orange and different mitigation contractors regarding the mitigation proposals, proposed mitigation costs, and implementation associated with the structure.
8. Collect the supporting technical documentation associated with the structure to be mitigated for the preparation of the Benefit Cost Analysis.
9. Prepare a preliminary Benefit Cost Analysis of the structure that will participate in the flood mitigation project.
10. Prepare a draft FEMA HMGP application package, which will include, but may not be limited to, the following information:

- ✓ HMGP Application
- ✓ Mitigation Worksheet
- ✓ Local Mitigation Strategy Support Letter
- ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
- ✓ Budget / Costs Estimate, including materials, labor and fees paid
- ✓ Photographic Documentation (Dry Conditions)
- ✓ Environmental Justice
- ✓ Concurrence Letter from the Floodplain Manager
- ✓ Pre-Award Form
- ✓ Sub-Recipient Management Cost Form
- ✓ Property Appraiser Reports
- ✓ Mitigation Specific Forms
- ✓ Recorded Historic Damages
- ✓ BCA Data Source Justification

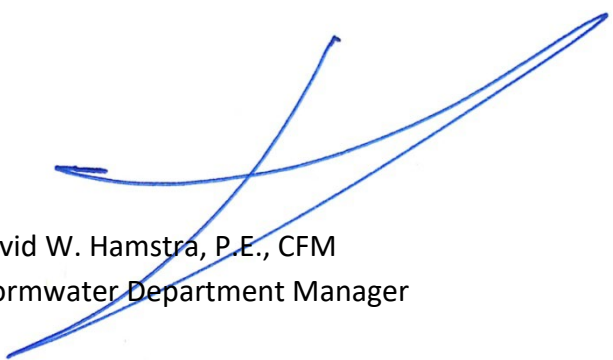
11. Prepare and submit a final FEMA HMGP application package to FDEM via the online portal on or before the deadline for submission of October 20th, 2023, as established by FEMA.
12. Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews of the HMGP application. These efforts will include direct coordination with FDEM representatives during the review of the HMGP application.
13. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.
14. Coordinate closely with the homeowner and address their questions and concerns related to the flood mitigation under the mitigation reconstruction category, as needed.
15. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

The above-described services will be performed for an hourly not-to-exceed fee amount of **\$19,140**, in accordance with attached manhour and fee estimate (refer to Attachment "A").

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC



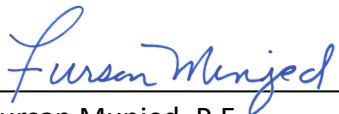
David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Debra Neher, City of Port Orange
Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

**Grant Management Services for FEMA HMGP/FMA
Stormwater & Drainage Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Grant Application Development for the Mitigation Reconstruction of a Flood-Prone Home
as part of the Hazard Mitigation Grant Program under Hurricane Nicole
(DR-4680-FL)**

Approved for Pegasus Engineering, LLC



Fursan Munjed, P.E.

Principal
Officer's Title

September 12, 2023
Date

This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

Authorized Signature

Officer's Title

Date

EXHIBIT "A"
Manhour and Fee Estimate
for the

**GRANT APPLICATION DEVELOPMENT FOR THE MITIGATION RECONSTRUCTION OF A FLOOD-PRONE HOME
AS PART OF THE HAZARD MITIGATION GRANT PROGRAM UNDER HURRICANE NICOLE (FL-4860-DR)**



Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00		
Review various e-mail correspondence from the City and the homeowner documenting the reported flooding		2	2		2	6	\$840.00
Attend coordination meetings with City staff to discuss project specifics	2	2				4	\$760.00
Conduct a one-on-one meeting with the homeowner in order to address specific mitigation questions	2	2	1		2	7	\$1,080.00
Review available flood loss history, elevation certificate, flood insurance declaration documents, etc.		2	2		1	5	\$755.00
Perform a field assessment of the home that will be part of the HMGP application	2	2			2	6	\$930.00
Coordinate with City staff regarding the finished floor elevation, photographs, pre-bidding coordination		2	1			3	\$520.00
Coordinate with mitigation contractors regarding the proposed mitigation costs		2			1	3	\$455.00
Summarize in a database the supporting technical documentation for the structure to be mitigated		2	2			4	\$670.00
Prepare a preliminary Benefit Cost Analysis of the structure that participates in the flood mitigation project	2	4				6	\$1,130.00
Prepare a draft FEMA HMGP application packet, including figures and relevant supporting documentation	2	12	6	4	2	26	\$4,160.00
Prepare and submit a final FEMA HMGP application package to FDEM via the online portal		4			4	8	\$1,080.00
Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews	2	4	6	2	2	16	\$2,440.00
Follow up with the homeowners to address their questions and concerns related to the Mitigation Reconstruction Project		4	2		2	8	\$1,210.00
Prepare for and attend City Commission Meetings regarding the mitigation project, as needed	4	4				8	\$1,520.00
Project Administration (Status Reports via Monthly Invoices)	6				3	9	\$1,425.00
TASK HOURS	22	48	22	6	21	119	
TASK LABOR COSTS	\$4,290.00	\$8,880.00	\$3,300.00	\$720.00	\$1,785.00	\$18,975.00	\$18,975.00
PERCENT BREAKDOWN	22.6%	46.8%	17.4%	3.8%	9.4%	100.0%	
Breakdown in Fees							
						(1) Labor Costs =	\$18,975.00
						(2) Reimbursable Expenses =	\$165.00
TOTAL HOURLY NOT TO EXCEED AMOUNT						=	\$19,140.00



PEGAENG-01

BBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2023

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

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PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME:	
	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Co. (Travelers)	25623
INSURED Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6802H633696	9/18/2023	9/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	6802H633696	9/18/2023	9/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP5D257010	9/18/2023	9/18/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB5J589774	9/18/2023	9/18/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Professional Liab			AEC-9070599-06	9/18/2023	9/18/2024	Per Claim/Aggregate 2,000,000

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

RE: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects; RFSQ #23-11

Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

CANCELLATION

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

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

AUTHORIZED REPRESENTATIVE



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (C8e) Approval of Task Authorization No. 7 with Pegasus Engineering, LLC for grant application development for the FEMA Hazard Mitigation Grant Program (HMGP) Application for the Acquisition and Demolition of 1 Flood-Prone Home under Hurricane Nicole (DR-4680-FL)

DEPARTMENT: Community Development

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

RECOMMENDED MOTION: Move to approve Task Authorization No. 7 with Pegasus Engineering, LLC and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Pegasus Engineering, LLC has an existing contract with the City to provide assistance in preparing and submitting FEMA Hazard Mitigation Grant Program (HMGP) applications. Staff is requesting the services of Pegasus Engineering, LLC to prepare and submit a FEMA Hazard Mitigation Grant Program (HMGP) application to the State of Florida Division of Emergency Management (FDEM) to secure FEMA funding to offset the costs associated with acquiring and demolishing 1 flood-prone home. The location of the 1 home is shown on the attached location map.

Task Authorization No. 7 corresponds with HMGP Resolution No. 23-50 to acquire and demolish one flood-prone home located outside of the Special Flood Hazard Area on the 10/3/2023 City Council agenda. Task Authorization No. 7 will not exceed \$19,140. Upon being selected for HMGP funding, the Pegasus fee will be eligible for reimbursement from FEMA as pre-award costs under a Sub-Recipient Management Cost allocation (100% Federal match).

HMGP funding for structure acquisition is a cost reimbursement grant that has a 75% federal / 25% non-federal cost share.

The total estimated cost to acquire the home is \$553,165. If approved, staff will make the necessary designation of fund balance for the acquisition.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Pegasus Engineering LLC RFSQ 23-11	Pegasus Engineering LLC RFSQ 23-11
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	Task Authorization No. 7 - Acquisition and Demolition of a Flood Prone Home (DR-4680-FL)	Task Authorization No. 7 - Acquisition and Demolition of a Flood Prone Home (DR-4680-FL).pdf
2.	Nicole - Acquisition 2 Location Map	Nicole - Acquisition 2 Location Map.pdf
3.	Pegasus Master Contract CA8124	Pegasus Master Contract CA8124.pdf
4.	1-home Acquisition HMGP Pegasus Proposal	1-home Acquisition HMGP Pegasus Proposal.pdf
5.	Pegasus COI expires 09 18 2024	Pegasus COI expires 09 18 2024.pdf

Margaret Tomlinson

Created/Initiated - 9/14/2023

Tim Burman

Approved - 9/14/2023

John McKinney

Approved - 9/18/2023

Shannon Balmer

Approved - 9/21/2023

Wayne Clark

Approved - 9/22/2023

Tracee Cody

Final Approval - 9/28/2023

TASK AUTHORIZATION NO. 7
Contract for Services dated May 16, 2023
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified above, 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 Hazard Mitigation Grant Program ("HMGP") application to the State of Florida Division of Emergency Management ("FDEM") in order to secure Florida Emergency Management Agency ("FEMA") for the acquisition and demolition of a flood prone home under Hurricane Nicole (DR-4680-FL), and as more particularly described in Contractor's Proposal, attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within two (2) years 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 \$19,140.00. 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. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and

current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1,

the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and

mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its

successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon

request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor,

Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).”

(e) Copeland Anti Kick Back Act: Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any

violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) **Suspension and Debarment:** This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) **Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended):** Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) **Procurement of Recovered Materials:** Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by

the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal

funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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:

PEGASUS ENGINEERING, LLC

Printed Name: _____ By: _____
Fursan Munjed, Managing Member

Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 7 Pages



September 14, 2023

P-229798

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage
Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Subj: Grant Application Development for the Acquisition and Demolition of 1 Flood-Prone
Home as part of the Hazard Mitigation Grant Program under Hurricane Nicole
(DR-4680-FL)**

Dear Ms. Tomlinson:

As requested, we are pleased to submit this proposal to the City of Port Orange to perform grant services associated with the Grant Application Development for the Acquisition and Demolition of 1 Flood-Prone Home as part of the Hazard Mitigation Grant Program (HMGP) under Hurricane Nicole (DR-4680-FL) project.

In essence, the City of Port Orange's Flood Mitigation Program encompass three distinct flood mitigation categories the City is interested in participating: typical elevation project, mitigation reconstruction project, which entails the demolition and reconstruction of homes that are not feasible for elevation, and acquisition demolition. This proposal specifically encompasses the preparation of a HMGP grant application for the acquisition and demolition of 1 flood-prone home with a high risk of repetitive flooding. Please note upon being selected for HMGP funding, these services may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Upon the successful HMGP funding obligation of the HMGP grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out documents). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

"Engineering a Higher Standard"

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155

Under this contract, Pegasus Engineering will be responsible for the performance of the following tasks, at a minimum:

1. Review various e-mail correspondence from the City and the homeowner documenting the reported flooding associated with Hurricanes Ian, Nicole, and prior storm events.
2. Attend coordination meetings with City of Port Orange staff to discuss observed and claimed flooding extent and steps to follow in consideration of the removal of structures from harm's way.
3. Coordinate with City staff to prepare for and conduct one-on-one meetings with the homeowner in order to address specific mitigation questions as well as to address the homeowners' concerns.
4. Review available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals provided by City of Port Orange officials and the homeowner.
5. Perform a field assessment of the home that will be part of the HMGP application.
6. Coordinate with City of Port Orange staff regarding the finished floor elevations, photographs of each structure, and required FEMA documents, as deemed necessary.
7. Coordinate with City of Port Orange and demolition contractors regarding the demolition proposals, and any concerns related with the demolition of each structure.
8. Collect the supporting technical documentation associated with the various structures to be mitigated for the preparation of the Benefit Cost Analysis.
9. Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project.
10. Prepare a draft FEMA HMGP application package, which will include, but may not be limited to, the following information:
 - ✓ HMGP Application
 - ✓ Mitigation Worksheet

- ✓ Local Mitigation Strategy Support Letter
 - ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
 - ✓ Budget / Costs Estimate, including materials, labor and fees paid
 - ✓ Photographic Documentation (Dry Conditions)
 - ✓ Environmental Justice
 - ✓ Concurrence Letter from the Floodplain Manager
 - ✓ Pre-Award Form
 - ✓ Sub-Recipient Management Cost Form
 - ✓ Property Appraiser Reports
 - ✓ Mitigation Specific Forms
 - ✓ Recorded Historic Damages
 - ✓ BCA Data Source Justification
11. Prepare and submit a final FEMA HMGP application package to FDEM via the online portal on or before the deadline for submission of October 20th, 2023, as established by FEMA.
12. Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews of the HMGP application. These efforts will include direct coordination with FDEM representatives during the review of the HMGP application.
13. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.
14. Coordinate closely with the homeowner and address their questions and concerns related to the flood mitigation under elevation category, as needed.
15. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

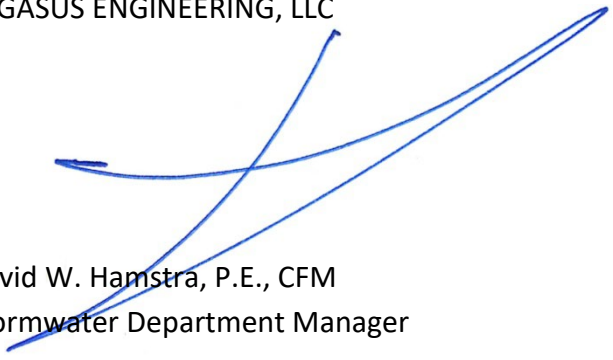
The above-described services will be performed for an hourly not-to-exceed fee amount of **\$19,140**, in accordance with attached manhour and fee estimate (refer to Attachment "A").

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Ms. Margaret Tomlinson, RLA, LEED AP
September 14, 2023

Respectfully,

PEGASUS ENGINEERING, LLC



David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Debra Neher, City of Port Orange
Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

**Grant Management Services for FEMA HMGP/FMA
Stormwater & Drainage Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Grant Application Development for the
Acquisition and Demolition of 1 Flood-Prone Home
as part of the Hazard Mitigation Grant Program
under Hurricane Nicole (DR-4680-FL)**

Approved for Pegasus Engineering, LLC


Fursan Munjed, P.E.

Principal
Officer's Title

September 14, 2023
Date

This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

See Task Authorization No 7 Page 22

Authorized Signature

Officer's Title

Date

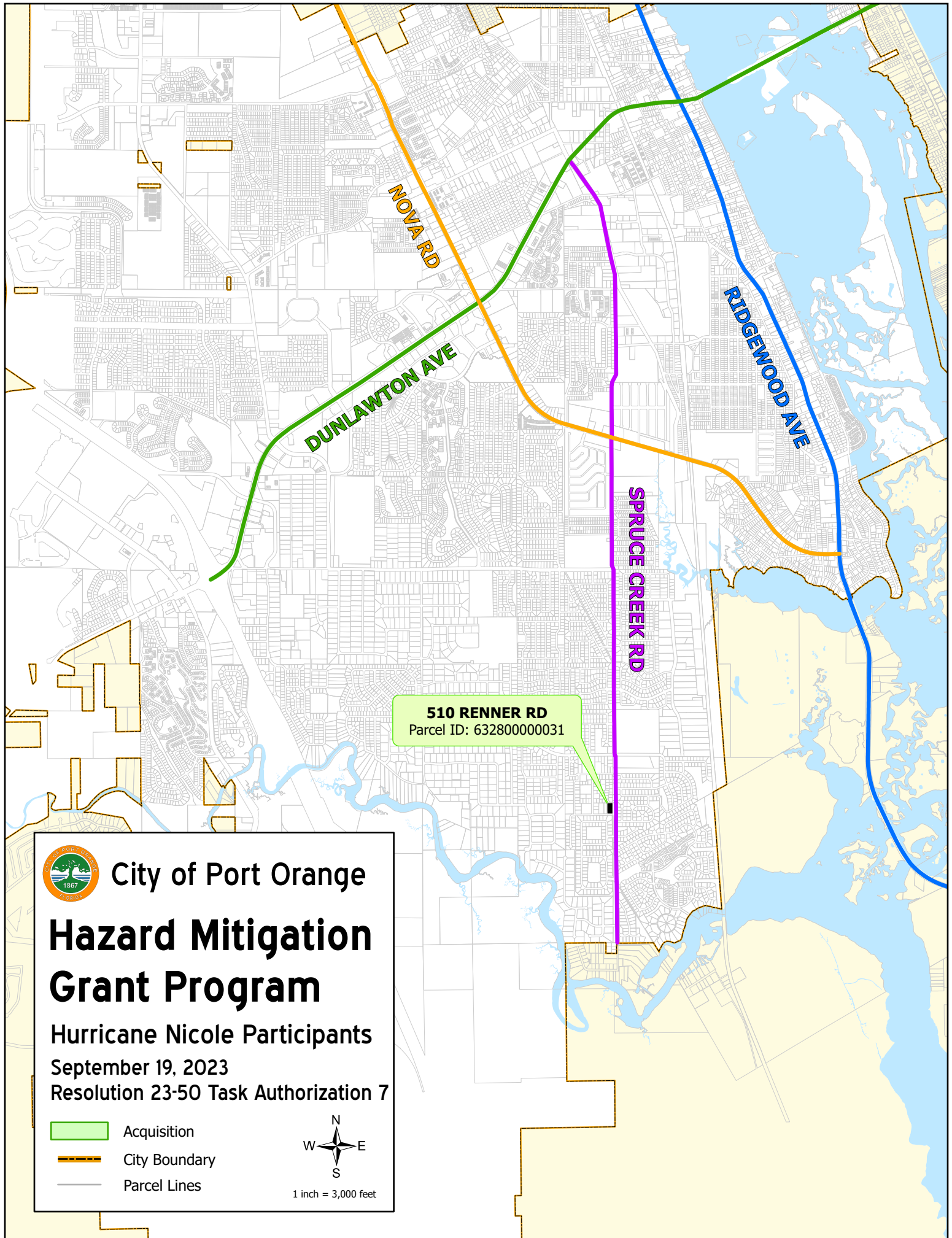


EXHIBIT "A"
Manhour and Fee Estimate
for the



**GRANT APPLICATION DEVELOPMENT FOR THE ACQUISITION AND DEMOLITION OF 1 FLOOD-PRONE HOME
AS PART OF THE HAZARD MITIGATION GRANT PROGRAM UNDER HURRICANE NICOLE (FL-4860-DR)**

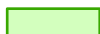
Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00		
Review various e-mail correspondence from the City and the homeowners documenting the reported flooding		2	2		2	6	\$840.00
Attend coordination meetings with City staff to discuss project specifics	2	2				4	\$760.00
Conduct one-on-one meetings with the homeowners in order to address specific mitigation questions	2	2	1		2	7	\$1,080.00
Review available flood loss history, elevation certificates, flood insurance declaration documents, etc.		2	2		1	5	\$755.00
Perform a field assessment of the homes that will be part of the HMGP application	2	2			2	6	\$930.00
Coordinate with City staff regarding the finished floor elevations, photographs, etc.		2	1			3	\$520.00
Coordinate with demolition contractors regarding the proposed demolition costs		2			1	3	\$455.00
Summarize in a database the supporting technical documentation per structure to be mitigated		2	2			4	\$670.00
Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project	2	4				6	\$1,130.00
Prepare a draft FEMA HMGP application packet, including figures and relevant supporting documentation	2	12	6	4	2	26	\$4,160.00
Prepare and submit a final FEMA HMGP application package to FDEM via the online portal		4			4	8	\$1,080.00
Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews	2	4	6	2	2	16	\$2,440.00
Follow up with the homeowners to address their questions and concerns related to the elevation project		4	2		2	8	\$1,210.00
Prepare for and attend City Commission Meetings regarding the mitigation project, as needed	4	4				8	\$1,520.00
Project Administration (Status Reports via Monthly Invoices)	6				3	9	\$1,425.00
TASK HOURS	22	48	22	6	21	119	
TASK LABOR COSTS	\$4,290.00	\$8,880.00	\$3,300.00	\$720.00	\$1,785.00	\$18,975.00	\$18,975.00
PERCENT BREAKDOWN	22.6%	46.8%	17.4%	3.8%	9.4%	100.0%	
Breakdown in Fees							
				(1) Labor Costs	=		\$18,975.00
				(2) Reimbursable Expenses	=		\$165.00
TOTAL HOURLY NOT TO EXCEED AMOUNT						=	\$19,140.00



City of Port Orange

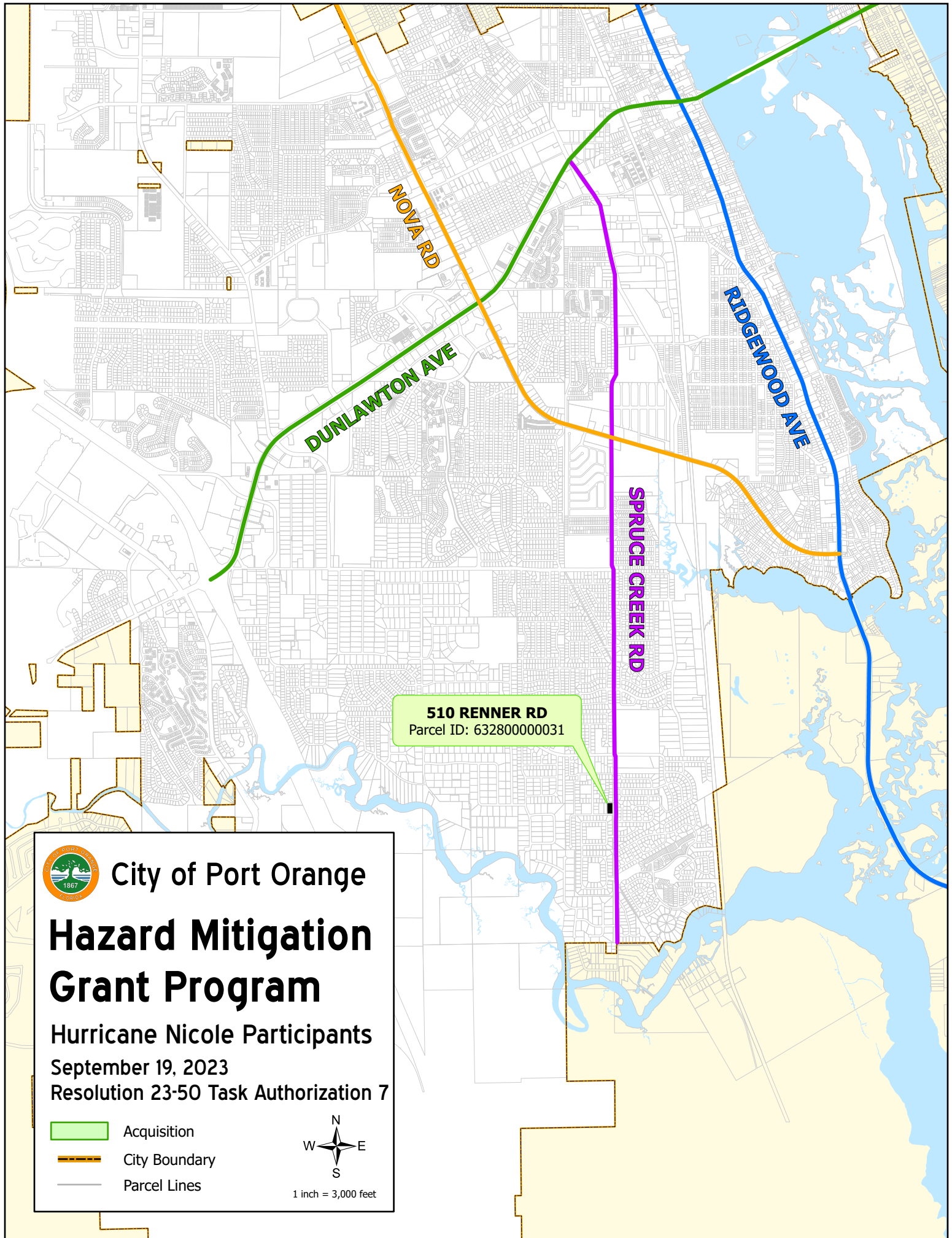
Hazard Mitigation Grant Program

Hurricane Nicole Participants
September 19, 2023
Resolution 23-50 Task Authorization 7

-  Acquisition
-  City Boundary
-  Parcel Lines



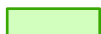
1 inch = 3,000 feet



City of Port Orange

Hazard Mitigation Grant Program

Hurricane Nicole Participants
September 19, 2023
Resolution 23-50 Task Authorization 7



Acquisition



City Boundary



Parcel Lines



1 inch = 3,000 feet



CITY OF PORT ORANGE CONTRACT FOR SERVICES (with FEMA required provisions)

This Standard Contract for Services ("Contract") is entered into this 16 day of May, 2023, 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 **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 301 West State Road 434, Suite 309, Winter Springs, Florida 32708. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Grant Management Services for Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP"), in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 23-11 ("RFSQ 23-11"). This Contract together with RFSQ 23-11, Addendum No. 1, Exhibit "1," and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, Addendum No 1 of RFSQ 23-11 and negotiated rate schedule are attached hereto as Exhibit "1." A complete copy of RFSQ 23-11 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(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 the Parties, and shall continue for a period of five (5) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for one (1) five-year period.

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

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

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

(a) All Task Authorization(s) issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by

the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization(s) shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization(s).

- (b) No new or additional Task Authorization(s) shall be issued after the original expiration date of this Contract. The extension to this Contract to coincide with the completion of an existing Task Authorization(s) issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Contractor to enter into a new or additional Task Authorization(s) after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization(s).

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Task Authorization(s); and reserves the right to utilize lump sum or hourly rate compensation, in amounts not to exceed the budget appropriation for each 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 Contractor shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization.

3. Contract Administration. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 25 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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

10. Termination for Non-Appropriation of Funds

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

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

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers'

Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City’s Leased Employee Affidavit Form Exhibit. Policies for Workers’ Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor’s work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements

☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<i>Additional Insurance Requirements</i>			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ To be determined.	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	

☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$200,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		
☐			

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

14. Modifications or Changes to this Contract

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

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

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

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

15. 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.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects,

whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

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

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

18. *Inspection*

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

19. *Liability for Loss or Damage.*

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

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's

fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

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

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

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

24. E-Verify. Contractor 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 Contractor during the term of this Contract and shall expressly require any sub-contractors 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 sub-contractor during the term of this Contract.

25. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. 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.

265. 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.

27. 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.**

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

29. Compliance with Other Federal Standards.

(a) Remedies. This Contract addresses administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See above Paragraph 8 - Termination for Default.

(b) Termination for Cause and Convenience. This Contract addresses termination for cause and for convenience by the City, including how it will be carried out and the basis for settlement. See above Paragraph 6 - Termination for Convenience of the City, Paragraph 8 – Termination for Default and Paragraph 11 - Termination for Non-Appropriation of Funds.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish

information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect

to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

If applicable, the City included the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full below, and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

"(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the

labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program

described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination

incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)

(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no

longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of

forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act. This provision is required for contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

"Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Recipient (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; *and*
 - 2. Are *not used* as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(i) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall

report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any Contract change, modification, amendment, addendum, Change Order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms. See above Paragraph 15 - Modifications or Changes to this Contract.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law

involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

30. Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

31. 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.

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Tim Burman, Community Development Director 1395 Dunlawton Avenue

Port Orange, Florida 32129
(386) 506-5615

Contractor: Pegasus Engineering, LLC
Attention: Fursan Munjed, Managing Member
301 West State Road 434
Suite 309
Winter Springs, Florida 32708
(407) 992-9160 Ext. 309 - Telephone
david@pegasusengineering.net - E-Mail

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.

33. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

34. Contract Construction

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

35. 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.

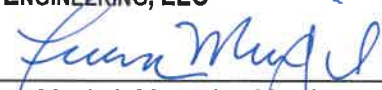
[Remainder of this page intentionally left blank]

Witnesses:


Printed Name: SEAN BECK

P. Villanueva
Printed Name: Priscilla Villanueva

PEGASUS ENGINEERING, LLC

By: 
Fursan Munjed, Managing Member

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

Date 5.9.2023

CITY OF PORT ORANGE

By: _____

Donald O. Burnette, Mayor

Date: May 16, 2023



ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: May 16, 2023

EXHIBIT “1”

Contractor's Negotiated Rate Schedule, RFSQ 23-11 Section 3,
and Addendum No.1 of RFSQ 23-11

Consisting of 4 Pages

Cost Proposal

Project Position or Classification (Function to be Performed)	Hourly Rate
Grant Program Manager	\$195.00
Grant Manager	\$185.00
Grant Management Specialist	\$150.00
Senior Designer	\$120.00
Designer/CADD Technician	\$100.00
Administrative Assistant	\$85.00

***NOTE:** The Hourly Rate Schedule presented above pertains solely to Pegasus Engineering staff. No sub-consultants are envisioned under this contract. However, if the unforeseen need to retain a sub-consultant arises, Pegasus Engineering will obtain City staff's pre-approval.

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to establish a master agreement for Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA").

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the awarded engineering firm authorized representative. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

DESCRIPTION OF WORK

The City of Port Orange is seeking a professional firm that has extensive knowledge with FEMA Flood Mitigation Assistance (FMA) and Hazard Mitigation Grant Program (HMGP) programs specific to structure elevation, demolition/reconstruction, acquisition, and stormwater and drainage improvement projects. Experience should include working knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act and the related statutory authority, the ability to perform FEMA Benefit Cost Analysis calculations and familiarity with the City of Port Orange landscape including the unique needs of the community. The City seeks extensive knowledge in community engagement, drainage and stormwater projects in residential neighborhoods.

BACKGROUND

The City of Port Orange will be applying for multiple FEMA grants. Projects include community wide drainage improvements, stormwater improvements, residential elevation and residential acquisition and demolition. Due to the highly complex nature of mitigation grants, there is an identified need to obtain professional services for grant management.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1

April 19, 2023

RFSQ #23-11 GRANT MANAGEMENT SERVICES FOR FEMA HMGP/FMA STORMWATER & DRAINAGE IMPROVEMENT PROJECTS

To All Submitters:

The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced project dated April 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the submitter to confirm that all addenda have been received prior to submitting a Statement of Qualifications and acknowledge such in the RFSQ documents.

A. CLARIFICATIONS:

None

B. CHANGES TO RFSQ DOCUMENT:

On p. 42, TAB D – APPROACH TO PROJECT/UNDERSTANDING in paragraph 2, strike the language '*especially SRC projects*' as this does not apply to the City of Port Orange.

C. QUESTIONS AND ANSWERS:

Question #1

Tab B: Company Profile – History and Qualifications lists page maximums for the first two bullets. Does the City have required page limits for the last two bullets in this section?

Answer #1

No

Question #2

Tab D: Approach to Project/Understanding – Does the City have a required page limit for this section?

Answer #2

No

Question #3

Is there an incumbent currently performing the same, or substantially similar work to the scope of services being solicited in this RFSQ?

Answer #3

No

Question #4

Tab D: Approach to Project/Understanding uses the term "SRC projects". Could the City please clarify what "SRC" stands for in this context?

Answer #4

See Letter B above.

Question #5

In Section 6 – Special Conditions, requirements include that the submitting firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal. Would the City be willing to consider a firm that was established in October, 2020, but meets all other requirements and can full demonstrate its staff have the adequate experience in FEMA HMGP and FMA programs necessary to provide the services requested?

Answer #5

No. The requirements outlined in the RFSQ document remain unchanged.

Jill Poolman, CPPO, CPPB, FCCM/Purchasing Manager

jpoolman@port-orange.org

In all other respects, except as specifically stated herein, the subject RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects remains unchanged.

END OF ADDENDUM NO. #1

EXHIBIT "2"

Sample Task Authorization for Services

Consisting of 21 Pages

TASK AUTHORIZATION NO. ____
Contract for Services dated _____
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$ _____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors

with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the

contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or

owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or

audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State

Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its

own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) **Further Compliance with the Contract Work Hours and Safety Standards Act.**

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) **Rights to Inventions Made Under a Contract or Agreement.**

(1) **Stafford Act Disaster Grants.** This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs

Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

"Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section

6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such

equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts.* The Contractor shall insert the substance of this clause, including this

paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act

("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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:

PEGASUS ENGINEERING, LLC

Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager **OR**
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____



PEGAENG-01

ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/1/2023

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

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

PRODUCER
JCJ Insurance Agency, LLC
2208 Hillcrest Street
Orlando, FL 32803

CONTACT
NAME:
PHONE
(A/C, No, Ext): (321) 445-1117 FAX
(A/C, No): (321) 445-1076
E-MAIL
ADDRESS: certs@jcj-insurance.com

INSURED

Pegasus Engineering LLC
301 W. SR 434, Suite 309
Winter Springs, FL 32708

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Phoenix Insurance Co. (Travelers)

25623

INSURER B : Travelers Property & Casualty of America

25674

INSURER C : Travelers Casualty & Surety Co

19038

INSURER D : Berkley Insurance Company

32603

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6802H633696	9/18/2022	9/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	6802H633696	9/18/2022	9/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP5D257010	9/18/2022	9/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB5J589774	9/18/2022	9/18/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Professional Liab			AEC-9058882-05	9/18/2022	9/18/2023	Per Claim/Aggregate 2,000,000

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

RE: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects; RFSQ #23-11

Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



September 14, 2023

P-229798

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage
Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Subj: Grant Application Development for the Acquisition and Demolition of 1 Flood-Prone
Home as part of the Hazard Mitigation Grant Program under Hurricane Nicole
(DR-4680-FL)**

Dear Ms. Tomlinson:

As requested, we are pleased to submit this proposal to the City of Port Orange to perform grant services associated with the Grant Application Development for the Acquisition and Demolition of 1 Flood-Prone Home as part of the Hazard Mitigation Grant Program (HMGP) under Hurricane Nicole (DR-4680-FL) project.

In essence, the City of Port Orange's Flood Mitigation Program encompass three distinct flood mitigation categories the City is interested in participating: typical elevation project, mitigation reconstruction project, which entails the demolition and reconstruction of homes that are not feasible for elevation, and acquisition demolition. This proposal specifically encompasses the preparation of a HMGP grant application for the acquisition and demolition of 1 flood-prone home with a high risk of repetitive flooding. Please note upon being selected for HMGP funding, these services may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

Upon the successful HMGP funding obligation of the HMGP grant projects by the State and FEMA, and upon a request by the City of Port Orange, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out documents). Upon FEMA approval, these costs may be eligible for up to 100% reimbursement through the Sub-Recipient Management Cost program.

"Engineering a Higher Standard"

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155

Under this contract, Pegasus Engineering will be responsible for the performance of the following tasks, at a minimum:

1. Review various e-mail correspondence from the City and the homeowner documenting the reported flooding associated with Hurricanes Ian, Nicole, and prior storm events.
2. Attend coordination meetings with City of Port Orange staff to discuss observed and claimed flooding extent and steps to follow in consideration of the removal of structures from harm's way.
3. Coordinate with City staff to prepare for and conduct one-on-one meetings with the homeowner in order to address specific mitigation questions as well as to address the homeowners' concerns.
4. Review available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals provided by City of Port Orange officials and the homeowner.
5. Perform a field assessment of the home that will be part of the HMGP application.
6. Coordinate with City of Port Orange staff regarding the finished floor elevations, photographs of each structure, and required FEMA documents, as deemed necessary.
7. Coordinate with City of Port Orange and demolition contractors regarding the demolition proposals, and any concerns related with the demolition of each structure.
8. Collect the supporting technical documentation associated with the various structures to be mitigated for the preparation of the Benefit Cost Analysis.
9. Prepare a preliminary Benefit Cost Analysis of the structures that participate in the flood mitigation project.
10. Prepare a draft FEMA HMGP application package, which will include, but may not be limited to, the following information:
 - ✓ HMGP Application
 - ✓ Mitigation Worksheet

- ✓ Local Mitigation Strategy Support Letter
 - ✓ Supporting Figures and Exhibits (including USGS Topo Maps, FIRM Maps, etc.)
 - ✓ Budget / Costs Estimate, including materials, labor and fees paid
 - ✓ Photographic Documentation (Dry Conditions)
 - ✓ Environmental Justice
 - ✓ Concurrence Letter from the Floodplain Manager
 - ✓ Pre-Award Form
 - ✓ Sub-Recipient Management Cost Form
 - ✓ Property Appraiser Reports
 - ✓ Mitigation Specific Forms
 - ✓ Recorded Historic Damages
 - ✓ BCA Data Source Justification
11. Prepare and submit a final FEMA HMGP application package to FDEM via the online portal on or before the deadline for submission of October 20th, 2023, as established by FEMA.
12. Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews of the HMGP application. These efforts will include direct coordination with FDEM representatives during the review of the HMGP application.
13. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise specific sections of the grant application, as necessary, to incorporate FDEM's review comments.
14. Coordinate closely with the homeowner and address their questions and concerns related to the flood mitigation under elevation category, as needed.
15. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

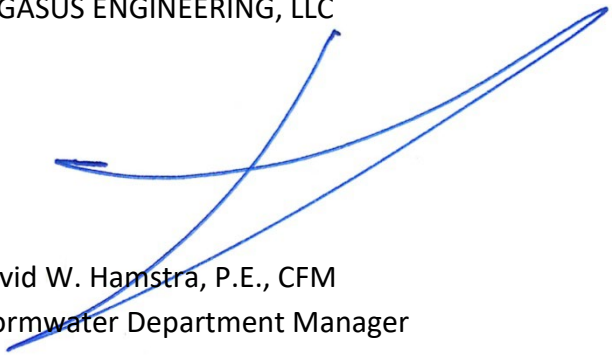
The above-described services will be performed for an hourly not-to-exceed fee amount of **\$19,140**, in accordance with attached manhour and fee estimate (refer to Attachment "A").

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Ms. Margaret Tomlinson, RLA, LEED AP
September 14, 2023

Respectfully,

PEGASUS ENGINEERING, LLC



David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Debra Neher, City of Port Orange
Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

**Grant Management Services for FEMA HMGP/FMA
Stormwater & Drainage Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Grant Application Development for the
Acquisition and Demolition of 1 Flood-Prone Home
as part of the Hazard Mitigation Grant Program
under Hurricane Nicole (DR-4680-FL)**

Approved for Pegasus Engineering, LLC


Fursan Munjed, P.E.

Principal
Officer's Title

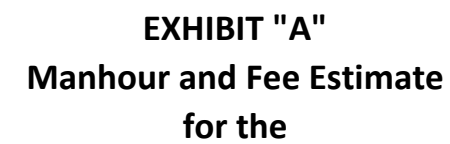
September 14, 2023
Date

This proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

Authorized Signature

Officer's Title

Date





PEGAENG-01

BBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2023

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

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PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME:	
	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Co. (Travelers)	25623
INSURED Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6802H633696	9/18/2023	9/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	6802H633696	9/18/2023	9/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP5D257010	9/18/2023	9/18/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB5J589774	9/18/2023	9/18/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Professional Liab			AEC-9070599-06	9/18/2023	9/18/2024	Per Claim/Aggregate 2,000,000

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

RE: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects; RFSQ #23-11

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CERTIFICATE HOLDER

CANCELLATION

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

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

AUTHORIZED REPRESENTATIVE



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (C9) Approval of Major Special Event Request for The Doghouse Bar and Grill Biketoberfest 2023 Event at 3400 S. Nova Road

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the four (4) day Biketoberfest Major Special Event request for The Doghouse Bar and Grill, located at 3400 S. Nova Road, subject to the attached conditions.

SUMMARY: Rhonda Harrison, owner of The Doghouse Bar and Grill, requests approval of a Special Event to be held during Biketoberfest 2023 at 3400 S. Nova Road (see Location Map below). The proposed event is planned for Thursday, October 19 through Sunday, October 22. The proposed hours for the event are from 11:00 a.m. until 10:00 p.m., daily, with outdoor music playing until 10:00 p.m. Normal indoor hours of operation (11:00 am until 2:00 am) of The Doghouse Bar and Grill will continue during the event.

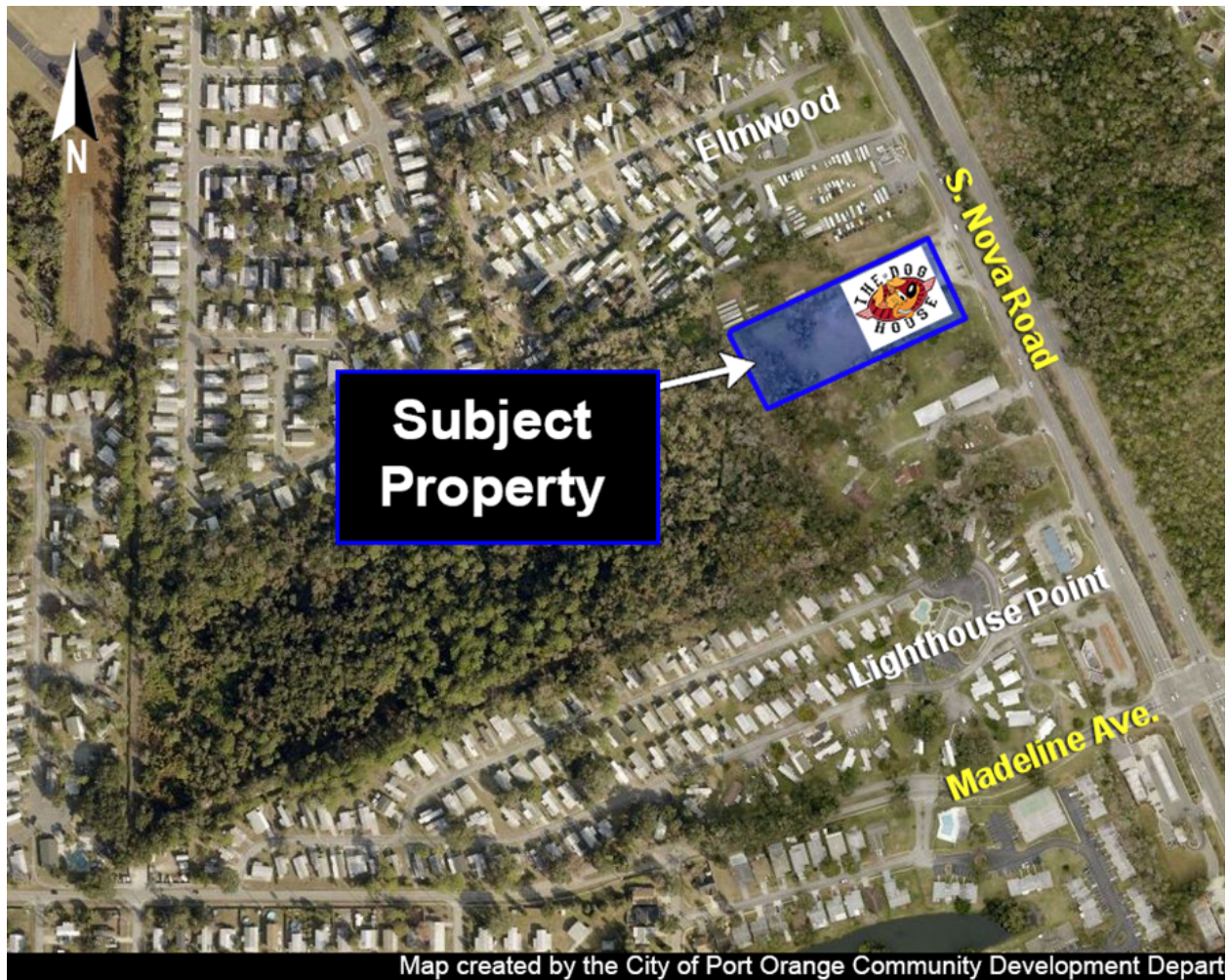
The dates of Biketoberfest 2023 as recognized by the Daytona Regional Chamber of Commerce are Thursday, October 19 to Sunday, October 22, the same as the proposed special event dates. This will be the second Special Event at this location in 2023 and there were no violations observed by the Police Department during the past event.

Normal operations of The Doghouse Bar and Grill will continue during the event. The outdoor activities for this event, intended to target the crowd attending Biketoberfest 2023, include live music daily and other contests and will end at 10:00 p.m. There will be no vendors at this event. Setup of the event will occur 72 hours prior to the event and take down of the event within 72 hours after the event. There will be six (6) port-o-let facilities for the event as well as the restrooms inside the business. The applicant for this Special Event is not requesting assistance from the Police Department or Public Works Department.

The proposed event has been reviewed by staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development. According to Code Enforcement, there are no code violations existing on the site at this time.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Doghouse Bar and Grill shall take care of the placement of speakers for amplified music

by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated, and noise violations from this event will be taken into account before permitting future events. All previous noise violations will be considered before permitting future events.



PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Doghouse Bar and Grill - Biketoberfest 2023 Special Event Conditions	Doghouse Bar and Grill - Biketoberfest 2023 Special Event Conditions.docx
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Penelope Cruz	Created/Initiated - 9/12/2023
Tim Burman	Approved - 9/14/2023
Joe Wulfing	Approved - 9/14/2023
Manuel Marino	Approved - 9/21/2023
Wayne Clark	Approved - 9/22/2023
Tracee Cody	Final Approval - 9/28/2023

The following conditions apply to the Major Special Event for Doghouse Bar and Grill for Biketoberfest 2023.

1. The subject Major Special Event is for October 19th – 22nd, 2023.
2. In accordance with the application submitted and approved by City Council, the proposed hours for outdoor music and activities at this are from 11:00 a.m. until 10:00 p.m. Normal indoor hours of operations (11:00 a.m. until 2:00 a.m.) of The Doghouse Bar and Grill will continue during the event. Alcohol shall not be served indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
3. Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Doghouse Bar and Grill shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. Sound or noise projecting from one use district into another use district with a different noise level limit shall not exceed the limits of the district into which the noise is projected. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated, and noise violations from this event will be taken into account before permitting future events.

Use occupancy category	Time	Sound level limit dBA
Residential	7:00 a.m.—10:00 p.m.	60
	10:00 p.m.—7:00 a.m.	50
Commercial or business	7:00 a.m.—10:00 p.m.	65
	10:00 p.m.—7:00 a.m.	55
Manufacturing, industrial or agriculture	All times	75
Noise sensitive zone	All times	55

4. There are no vendors for this event.
5. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11.1.2 (Tents)*. Tents shall be permitted only on a temporary basis.
 - Tents or canopies being used in association with this event shall comply with the requirements set forth in NFPA 101 Chapter 11.11 (Tents) Standards for Special Structures and High-Rise Buildings.
 - Tents or canopies cannot be erected more than seventy-two (72) hours prior to the event and must be removed within seventy-two (72) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
6. If any outdoor lighting or other structural features are to be installed in association with this event, the event coordinator shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
7. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.

8. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
9. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the event coordinator to maintain access for emergency vehicles.
10. The event coordinator will be providing restrooms located inside the business.
11. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
12. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
13. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of the event coordinator at the rate of \$48.00 per hour with a minimum of three hours.
14. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
15. A temporary sign permit shall be required for signage for this event.
16. No trees shall be removed, and care shall be taken to protect landscaped areas.
17. The event coordinator shall schedule an inspection online on their SmartGov Permit Portal for any fences or tents larger than 10x10 prior to first day of the event.
18. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
19. It is the event coordinator's responsibility to contact Code Enforcement at 386-506-5604 for an inspection of debris removal within 72 hours after the event.
20. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
21. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.

Applicant (Print Name)

Applicant Signature



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (C10) Approval of Major Special Event Request for the Daytona's Original First Turn Biketoberfest 2023 Event at 5164, 5204, and 5236 South Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the four (4) day Annual Biketoberfest Major Special Event request for Daytona's Original First Turn located at 5164, 5204, and 5236 South Ridgewood Avenue, subject to attached conditions.

SUMMARY: Dewayne Snipes, owner/operator of Daytona's Original First Turn and event coordinator, requests approval for a Special Event to be held during Biketoberfest 2023 at 5164, 5204, and 5236 South Ridgewood Avenue (see Location Map below). The proposed event is four (4) days, from Thursday, October 19, 2023, to Sunday, October 22, 2023. The proposed hours for the event are 11:00 a.m. to 11:00 p.m. daily, with outdoor music playing until 11:00 p.m.

According to the Code of Ordinance, the hours of operation of a special event shall generally be limited to 11:00 p.m. unless specifically waived or amended by the city council. The applicant held Biketoberfest 2022 and Bike Week 2023 events at this location, and there were no violations observed by the Police Department during either of these events.

Setup of the event will occur 72 hours before the event, and takedown of the event within 72 hours after the event. This will be the third special event at this location in 2023. The Daytona Regional Chamber of Commerce recognizes Biketoberfest regional event dates as Thursday, October 19, 2023, to Sunday, October 22, 2023, the same as the proposed special event dates.

Normal operations for Daytona's Original First Turn will continue for the duration of the event. Three (3) vendors have been requested and will be located throughout the event location. Vendors are required to obtain a temporary merchant license for \$250 to participate in this event. There will be eight (8) port-o-let facilities for the event and the restrooms inside the business. According to the applicant for this request, the southbound outside lane of Ridgewood Avenue will **not** be closed, and no assistance from the Police Department or Public Works Department is being requested.

The proposed event has been reviewed by staff from the Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development. According to

Code Enforcement, no current code violations exist on the proposed site.

Chapter 42, Article IV. Noise Regulations, Section 42-83. Noise Restrictions in an Entertainment District of the City of Port Orange Code of Ordinances describes the acceptable sound level limit dBA for the subject property located within the Ridgewood/Commonwealth Entertainment District. Sound or noise projecting from an entertainment district into a residential district located outside the boundary of the entertainment district shall not exceed the limits set forth for the residential district in Section 42-80. It shall be the responsibility of the permit holder to monitor for noise violations. The event coordinator shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued, and if not corrected or the violation recurs, the special event may be terminated. All previous noise violations will be considered before permitting future events.



PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Daytona's Original First Turn - Biketoberfest 2023 Special Event	Daytona's Original First Turn - Biketoberfest 2023 Special Event
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	Conditions	Conditions.docx
Penelope Cruz	Created/Initiated - 9/12/2023	
Tim Burman	Approved - 9/14/2023	
Joe Wulfing	Approved - 9/14/2023	
Manuel Marino	Approved - 9/21/2023	
Wayne Clark	Approved - 9/22/2023	
Tracee Cody	Final Approval - 9/28/2023	

The following conditions apply to the Major Special Event for Daytona's Original First Turn for Biketoberfest 2023.

1. The subject Major Special Event is for October 19th – 22nd, 2023.
2. Hours for the event shall be from 11:00 a.m. to 11:00 p.m. Alcohol shall not be served indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
3. Chapter 42, Article IV. Noise Regulations, Section 42-83. Noise Restrictions in an Entertainment District, of the City of Port Orange Code of Ordinances, describe the acceptable sound level limit dBA for the subject property located within the Ridgewood/Commonwealth Entertainment District. It shall be the responsibility of the permit holder to monitor for noise violations. The event coordinator shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. Sound or noise projecting from an entertainment district into a residential district located outside the boundary of the entertainment district shall not exceed the limits set forth for the residential district as set forth in Section 42-80.

	Time	Sound level limit dBA Sunday - Wednesday	Sound level limit dBA Thursday – Saturday*
Within the Ridgewood/Commonwealth Entertainment District	7:00 a.m.—11:00 p.m.	65	75
	11:00 p.m.—7:00 a.m.	55	55
Residential District adjacent Ridgewood/Commonwealth Entertainment District	7:00 a.m.—10:00 p.m.	60	
	10:00 p.m.—7:00 a.m.	50	

*Applies to the day before a legal holiday, legal holidays or dates of public celebration declared by City Council. For example, if the 4th of July is on a Monday, the sound level limit (dBA) on Sunday July 3rd and Monday, July 4th would follow the sound level limit dBA limitations for Thursday through Saturday.

4. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high temporary fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
5. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
6. A copy of Daytona's Original First Turn liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.
7. The event coordinator shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, the event coordinator must screen all participating vendors to ensure compliance with but not limited to the following:

- a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Provisions and Standards of the City's *Body Art Ordinance*.
 - e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
8. Tents or Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11.1.2 (Tents)*. Tents shall be permitted only on a temporary basis.
 - Tents or canopies being used in association with this event shall comply with the requirements set forth in NFPA 101 Chapter 11.11 (Tents) Standards for Special Structures and High-Rise Buildings.
 - Tents or canopies cannot be erected more than seventy-two (72) hours prior to the event and must be removed within seventy-two (72) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
9. If any outdoor lighting or other structural features are to be installed in association with this event, the event coordinator shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
10. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
11. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
12. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the event coordinator to maintain access for emergency vehicles.
13. The event coordinator will be providing 8 port-o-let facilities during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*
14. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
15. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
16. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired

at the expense of the event coordinator at the rate of \$48.00 per hour with a minimum of three hours.

17. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
18. A temporary sign permit shall be required for signage for this event.
19. No trees shall be removed, and care shall be taken to protect landscaped areas.
20. The event coordinator shall schedule an inspection online on their SMARTGov Permit Portal for any fences or tents larger than 10x10 prior to first day of the event.
21. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
22. It is the event coordinator's responsibility to contact Code Enforcement at 386-506-5604 for an inspection of debris removal within 72 hours after the event.
23. No more than the requested three (3) vendors shall be on this site.
24. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
25. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.

Applicant (Print Name)

Applicant Signature



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (C11) Resolution No. 23-44 - Ratification of Actions Taken During Hurricane Idalia

DEPARTMENT: City Manager

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution No. 23-44.

SUMMARY: As Hurricane Idalia approached the State of Florida, City Council adopted Resolution No. 23-38 declaring a local state of emergency and authorizing the City Manager or his designee to serve as Emergency Management Director. During the local state of emergency, the City Council waived the procedures and formalities required by law and City ordinances and authorized the City Manager to exercise all powers and duties and take all actions deemed appropriate.

The City Manager executed three Executive Orders (EO) and is requesting City Council ratification of the actions taken during the local state of emergency, which expired on September 4, 2023. The actions taken by the City Manager through executive orders included providing a temporary increase in spending authority for certain designated employees, providing for suspension of solid waste pick-up, and providing for the closure of City of Port Orange offices.

PRESENTER: Wayne Clark

ATTACHMENTS:

1.	Resolution 23-44	Resolution 23-44.pdf
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Tracee Cody	Created/Initiated - 9/13/2023
Robin Fenwick	Approved - 9/13/2023
Carly Meek	Approved - 9/13/2023
Wayne Clark	Approved - 9/22/2023
Tracee Cody	Final Approval - 9/28/2023

RESOLUTION NO. 23-44

A RESOLUTION OF THE CITY COUNCIL OF PORT ORANGE FLORIDA RATIFYING EMERGENCY POWERS TAKEN BY THE EMERGENCY MANAGEMENT DIRECTOR AND/OR DESIGNEE DURING THE HURRICANE IDALIA STORM EVENT EMERGENCY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 28, 2023, Governor Ron DeSantis issued Executive Order Number 23-172, amending Executive Order Number 23-171, declaring that a state of emergency exists in Volusia County, Florida; and

WHEREAS, the City Council of the City of Port Orange declared a Local State of Emergency beginning August 28, 2023 at 7:00 p.m. pursuant to Resolution 23-38; and

WHEREAS, the Local State of Emergency ended on September 4, 2023; and

WHEREAS, during the local state of emergency the City Council waived the procedures and formalities required by law, in accordance with Section 252.38, Florida Statutes, and Chapter 26 of the City of Port Orange Code of Ordinances, and authorized and empowered the City Manager to exercise all powers and duties and take all actions deemed appropriate as authorized in Section 252.38, Fla. Stat., and Sections 26.6.1, et seq. of the City of Port Orange Code of Ordinances; and

WHEREAS, the City Manager executed approximately three executive orders during the local state of emergency which are on file in the City Clerk's Office; and

WHEREAS, the actions taken by the City Manager through executive order included providing a temporary increase in spending authority for certain designated employees, providing for suspension of solid waste pick-up, and providing for the closure of City of Port Orange offices; and

WHEREAS, the City Council seeks to ratify the emergency actions taken by the City Manager during the Hurricane Idalia Storm Event emergency.

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 ratifies all emergency actions taken by the City Manager and his designee in response to the Hurricane Idalia Storm Event emergency as authorized by Resolution No. 23-38.

SECTION 2: All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

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

SECTION 4: This Resolution shall become effective immediately upon adoption by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Carly R. Meek, Assistant City Attorney



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (C12) Resolution No. 23-45 - Reimbursement Resolution for Public Safety Equipment

DEPARTMENT: Finance

GOAL: 1 - Public Safety
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 23-45.

SUMMARY: The approved Fiscal Year 2024 budget included funding for the replacement of a fire apparatus that was deemed at the end of its useful life as a primary and backup response vehicle. The apparatus being replaced is a Quint 74, which is a 2014 Pierce Impel 75' Quint at 78,276 miles. The estimate for its replacement from Pierce is \$1,083,332 and is expected to be delivered within 33 to 36 months.

Staff is financing this purchase through a master lease agreement as approved in the FY2024 budget. A request for quotes will be submitted to numerous financial institutions in mid-October 2023 as a master lease financing agreement. The City intends to finance the costs of the replacement fire engine with the proceeds of a capital lease to be issued in the future, the interest on which is intended to be excludable from gross income for federal income tax purposes (the "Tax Exempt Financing" the Advanced Funds).

This Resolution allows the City to reimburse itself for such expenditures with proceeds from the master capital lease when proceeds have been received.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Reso 23-45- Reimbursement Reso - Fire Pumper Truck	Reso 23-45- Reimbursement Reso - Fire Pumper Truck.pdf
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John McKinney
Joe Wulfig
John McKinney

Created/Initiated - 8/23/2023
Approved - 8/23/2023
Approved - 9/13/2023

Joe Meeske	Approved - 9/13/2023
Matthew Jones	Approved - 9/14/2023
Wayne Clark	Approved - 9/22/2023
Tracee Cody	Final Approval - 9/28/2023

RESOLUTION NO. 23-45

A RESOLUTION EXPRESSING THE INTENT OF THE CITY OF PORT ORANGE, FLORIDA TO ISSUE TAX-EXEMPT DEBT IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$1,083,332 TO REIMBURSE THE CITY FOR AMOUNTS ADVANCED BY THE CITY TO PAY THE COSTS FOR THE PURCHASE OF A PUMPER FIRE TRUCK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida (the “City”) has received bids for the purchase of a pumper fire truck (the “Public Safety Equipment”);

WHEREAS, the City intends to finance the costs of such Public Safety Equipment with the proceeds of equipment leases, notes or other obligations to be issued in the future in one or more series the interest on which is intended to be excludable from gross income for federal income tax purposes (the “Tax Exempt Financing”);

WHEREAS, the City expects to initially pay certain costs of the Public Safety Equipment with funds other than proceeds of the Tax Exempt Financing (the “Advanced Funds”) and to reimburse itself for such expenditures with proceeds from the Tax Exempt Financing; and

WHEREAS, the City desires to set forth such intent in this Resolution for the purpose of compliance with United States Treasury Regulation Section 1.150-(2)(e).

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Chapter 166, Part II, Florida Statutes, and other applicable provisions of law (collectively, the “Act”).

SECTION 2. FINDINGS. The City Council hereby finds, determines and declares as follows:

A. The City is authorized under law, including, without limitation, the Act, to issue the Tax Exempt Financing for the valid public purpose of paying the costs of the Public Safety Equipment

B. It is necessary, desirable, convenient and in the interest of the City that the Public Safety Equipment be financed as contemplated in this Resolution.

C. The City intends to finance the Public Safety Equipment with the proceeds of its Tax Exempt Financing to be issued in the future.

D. The City expects to pay certain costs of the Public Safety Equipment with Advanced Funds before the issuance of the Tax Exempt Financing.

SECTION 3. EXPRESSION OF INTENT. The City reasonably expects to use the proceeds of the Tax Exempt Financing to reimburse itself for all expenditures described herein made with the Advanced Funds. This Resolution is a declaration of the official intent of the City in that regard, within the contemplation of Section 1.150-(2)(e) of the Income Tax Regulations promulgated by the United States Department of the Treasury.

SECTION 4. MAXIMUM AMOUNT OF REIMBURSEMENT DEBT. The maximum principal amount of the Tax Exempt Financing reasonably expected to be issued to reimburse the City for the cost of the Public Safety Equipment is \$1,083,332.

SECTION 5. FURTHER ACTION. The officers and employees of the City are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or necessary or convenient to the issuance of the Tax Exempt Financing as provided herein.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED at a regular meeting this ____day of October, 2023.

CITY OF PORT ORANGE, FLORIDA

Donald O. Burnette, Mayor

ATTEST:

Robin L. Fenwick, MMC, City Clerk

APPROVED AS TO FORM:

Matthew J. Jones, City Attorney



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (C13) Resolution No. 23-46 – Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Application to Request Funds to Elevate 9 Flood-Prone Homes

DEPARTMENT: Community Development

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

RECOMMENDED MOTION: Move to approve Resolution No. 23-46, authorizing the submission of an application for a grant from the Hazard Mitigation Grant Program and authorizing the City Manager to execute all necessary documents for submission of the application.

SUMMARY: On May 19, the Federal Emergency Management Agency (FEMA) issued a notice of funding availability (NOFA) for counties/municipalities affected by Hurricane Nicole 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.

City staff have been meeting with homeowners of flood-prone or substantially damaged homes. Homeowners who have flooded are eligible for the Nicole HMGP funds even if they didn't flood during this event. The list of structure elevation addresses was created based on feedback from Port Orange residents that attended the HMGP and Flood Mitigation Assistance (FMA) Community Workshops held at the end of June 2023.

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.

Staff submitted a project to elevate 9 homes with Nicole HMGP funds to the Volusia County LMS group. On September 8, the project was evaluated and ranked #5 on the LMS list. The 9 homes are located throughout the city (see Location Map). The next step of the process is to finalize the HMGP application and apply to the Florida Department of Emergency Management (FDEM) by October 20, 2023. Once approved

by FDEM, the project application is forwarded to FEMA for consideration. If the project is selected by FEMA and the City chooses to fund the project, the project will require a 25% cost contribution from the homeowners. Homeowners have signed a voluntary interest form and are aware of their cost of being in the program. 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 9 homes is \$2,890,736 (average of \$321,192 per home) and the city will be requesting reimbursement of up to \$2,168,052 from FEMA at project completion and \$722,684 from the homeowners (average of \$80,298 per home) before the start of construction. The project will be requested in the FY 25-29 Capital Improvement Plan.

While the deadline for residents to get on the list for Hurricane Ian and Hurricane Nicole HMGP has passed, staff continues to collect contact information from residents interested in future FEMA grants.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 23-46 with exhibit	Resolution 23-46 with exhibit.pdf
2.	Nicole - Elevation 1 Location Map	Nicole - Elevation 1 Location Map.pdf

Margaret Tomlinson	Created/Initiated - 8/24/2023
Tim Burman	Approved - 9/18/2023
John McKinney	Approved - 9/21/2023
Shannon Balmer	Approved - 9/21/2023
Wayne Clark	Approved - 9/22/2023
Tracee Cody	Final Approval - 9/28/2023

RESOLUTION NO. 23-46

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 NINE HOMES LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA LISTED IN THE VOLUSIA COUNTY LOCAL MITIGATION STRATEGY ("LMS") PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE 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 autumn of 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 \$2,168,052, said amount being 75% of the \$2,890,736 estimated 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 City Manager is 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.

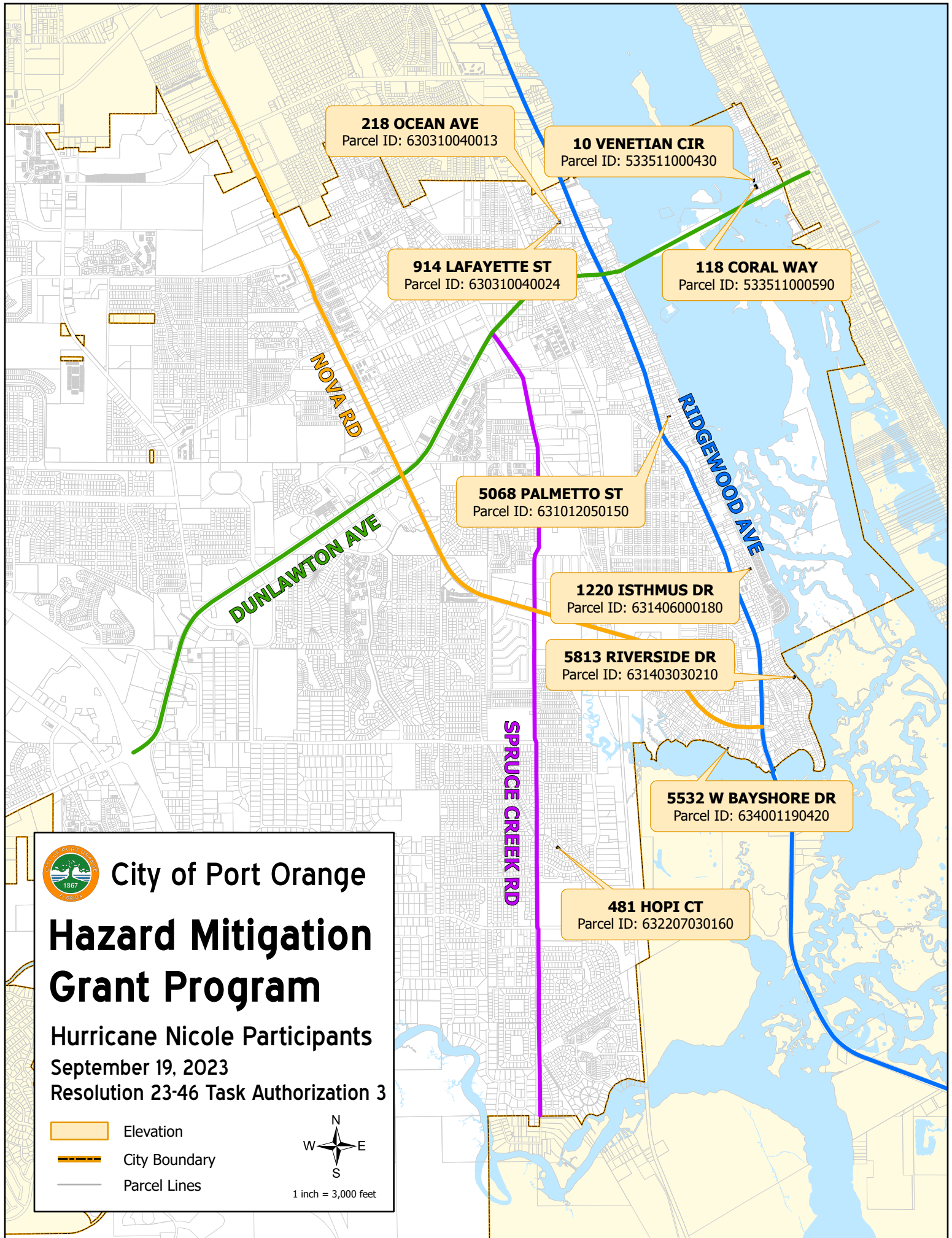
MAYOR DONALD O. BURNETTE

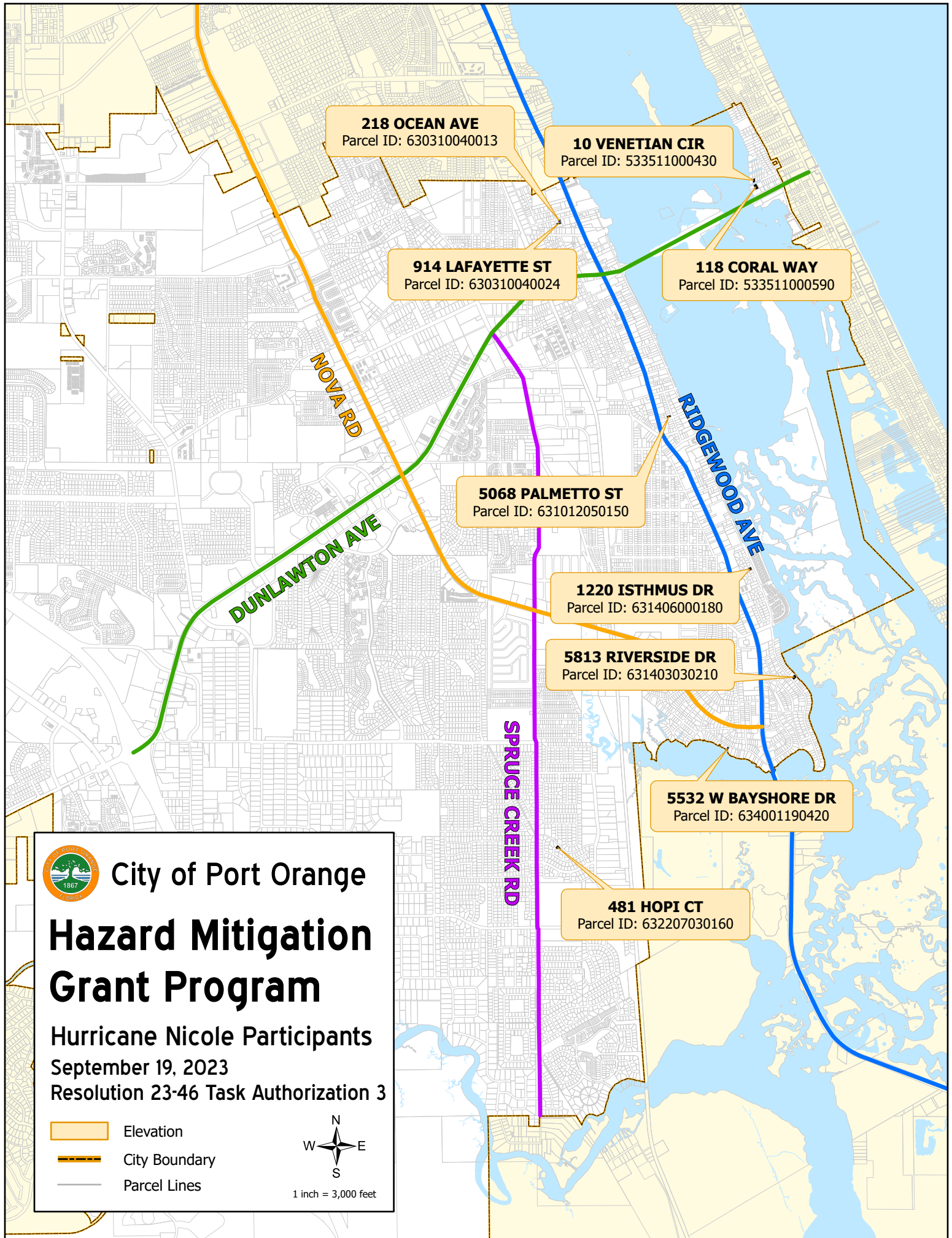
ATTEST:

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 10/3/2023

SUBJECT: (C14) Resolution No. 23-47 – Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Application to Request Funds to Acquire and Demolish 7 Flood-Prone Homes.

DEPARTMENT: Community Development

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

RECOMMENDED MOTION: Move to approve Resolution No. 23-47, authorizing the submission of an application for a grant from the Hazard Mitigation Grant Program and authorizing the City Manager to execute all necessary documents for submission of the application.

SUMMARY: On May 19, the Federal Emergency Management Agency (FEMA) issued a notice of funding availability (NOFA) for counties/municipalities affected by Hurricane Nicole 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 acquisition projects. HMGP is a cost reimbursement grant that can provide acquisition projects up to \$323,000 on average per structure or 25% if the project is determined to be cost effective from a Benefit-Cost Analysis.

City staff have been meeting with homeowners of flood-prone or substantially damaged homes. Homeowners who have flooded are eligible for the Nicole HMGP funds even if they didn't flood during this event. The list of acquisition addresses was created based on owner interest after being contacted about repetitive loss flood claims or a Substantial Damage determination due to Hurricane Ian.

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.

Staff submitted a project to acquire and demolish 7 flood-prone homes with Nicole HMGP funds to the Volusia County LMS group. On September 6, the project was evaluated and ranked #6 on the LMS list. The 7 homes on the city's list are located throughout the city in flood zone AE (see Location Map). The next step of the process is to finalize the HMGP application and apply to the Florida Department of Emergency

Management (FDEM) by October 20, 2023. Once approved by FDEM, the project application is forwarded to FEMA for consideration. 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 acquire the 7 homes is \$2,883,705 and the city will be requesting reimbursement of up to \$2,162,779 from FEMA at project completion.

If approved, staff will make the necessary designation of fund balance for the acquisitions.

Once acquired, the City will be responsible for demolishing the structure, maintaining the property and maintaining the use of the property as open space in perpetuity. HMGP deed restrictions state: The property shall be used only for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature preserves, unimproved permeable parking lots and other uses consistent with FEMA guidance for open space acquisition. New structures are limited to a public facility that is open on all sides and functionally related to the open space use; a public rest room; or a structure that is compatible with the uses described above and approved by the FEMA Regional Director in writing prior to the commencement of the construction of the structure. Any structures built on the property shall be floodproofed or elevated to the Base Flood Elevation plus one foot of freeboard.

While the deadline for residents to get on the list for Hurricane Ian and Hurricane Nicole HMGP has passed, staff continues to collect contact information from residents interested in future FEMA grants.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 23-47 with exhibit	Resolution No. 23-47 with exhibit.pdf
2.	Nicole - Acquisition 1 Location Map	Nicole - Acquisition 1 Location Map.pdf

Margaret Tomlinson	Created/Initiated - 8/24/2023
Tim Burman	Approved - 9/18/2023
John McKinney	Approved - 9/21/2023
Shannon Balmer	Approved - 9/21/2023
Wayne Clark	Approved - 9/22/2023
Tracee Cody	Final Approval - 9/28/2023

RESOLUTION NO. 23-47

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 ACQUISITION PROJECTS FOR APPROXIMATELY SEVEN HOMES LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA LISTED IN THE VOLUSIA COUNTY LOCAL MITIGATION STRATEGY ("LMS") PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE 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 \$2,162,779 said amount being 75% of the \$2,883,705 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 acquisition projects for the structures included and identified in **Exhibit "A"**, attached hereto and made a part hereof by reference.

Section 2. The City Manager is 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.

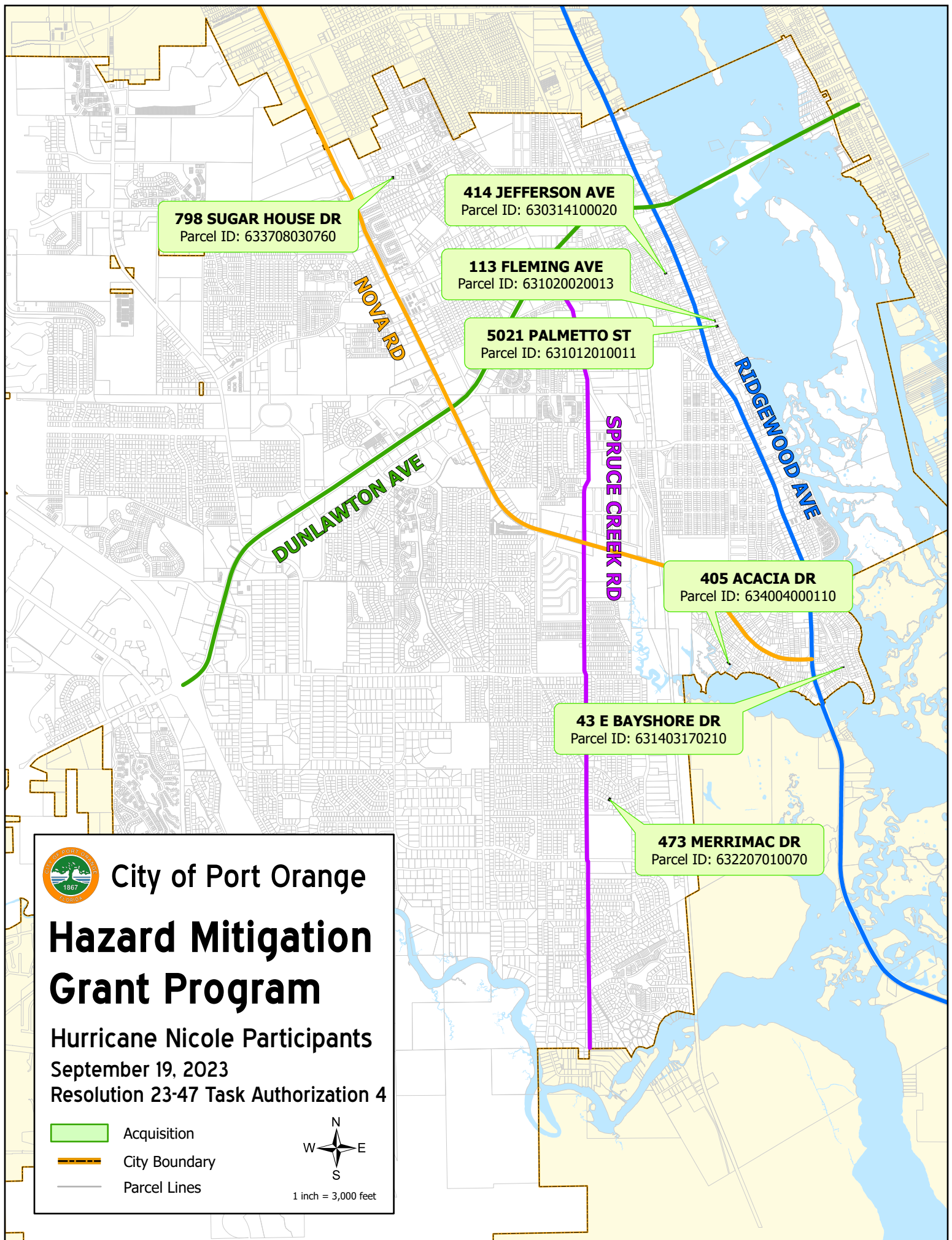
MAYOR DONALD O. BURNETTE

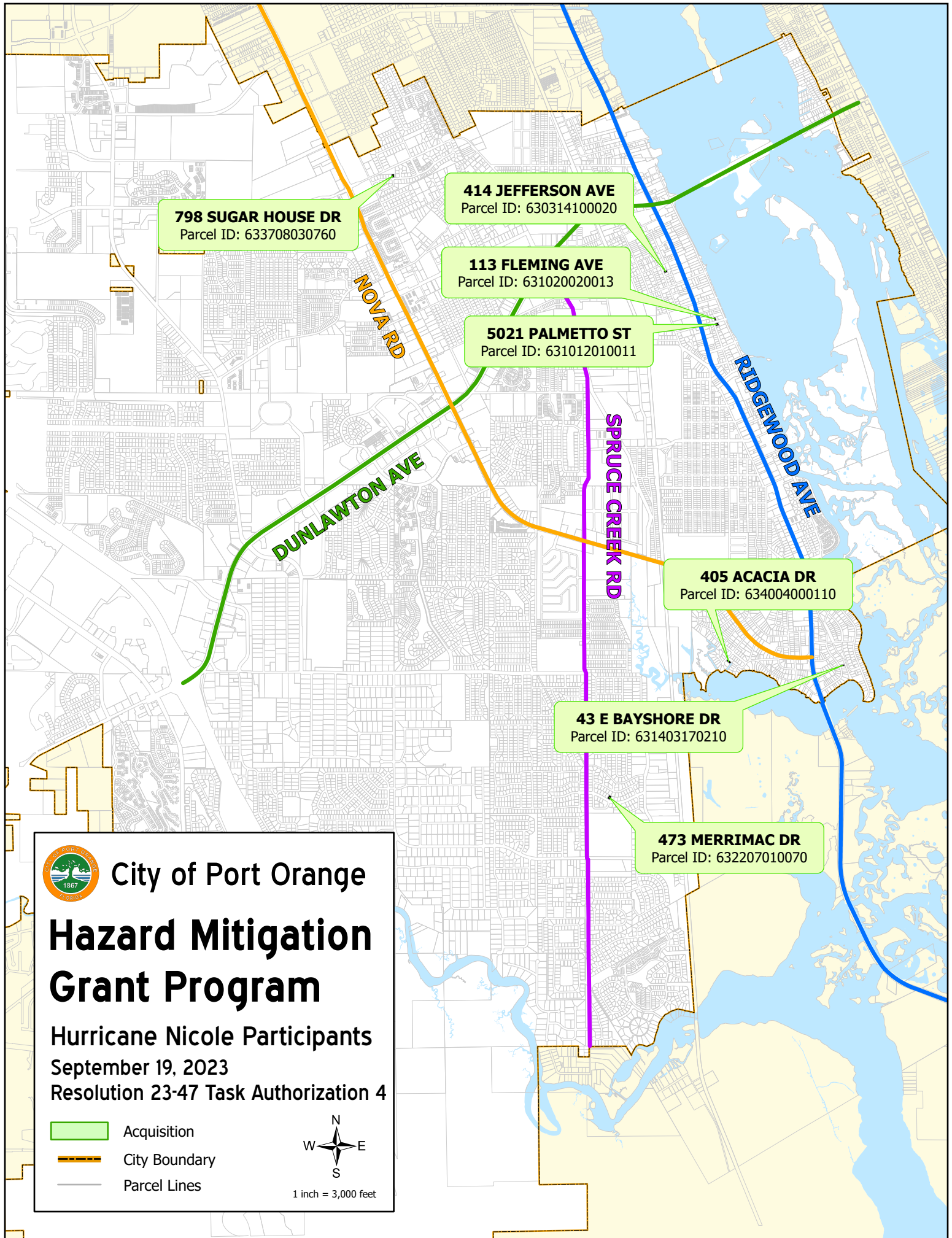
ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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





798 SUGAR HOUSE DR
Parcel ID: 633708030760

414 JEFFERSON AVE
Parcel ID: 630314100020

113 FLEMING AVE
Parcel ID: 631020020013

5021 PALMETTO ST
Parcel ID: 631012010011

405 ACACIA DR
Parcel ID: 634004000110

43 E BAYSHORE DR
Parcel ID: 631403170210

473 MERRIMAC DR
Parcel ID: 632207010070



City of Port Orange

Hazard Mitigation Grant Program

Hurricane Nicole Participants

September 19, 2023

Resolution 23-47 Task Authorization 4

Acquisition

City Boundary

Parcel Lines

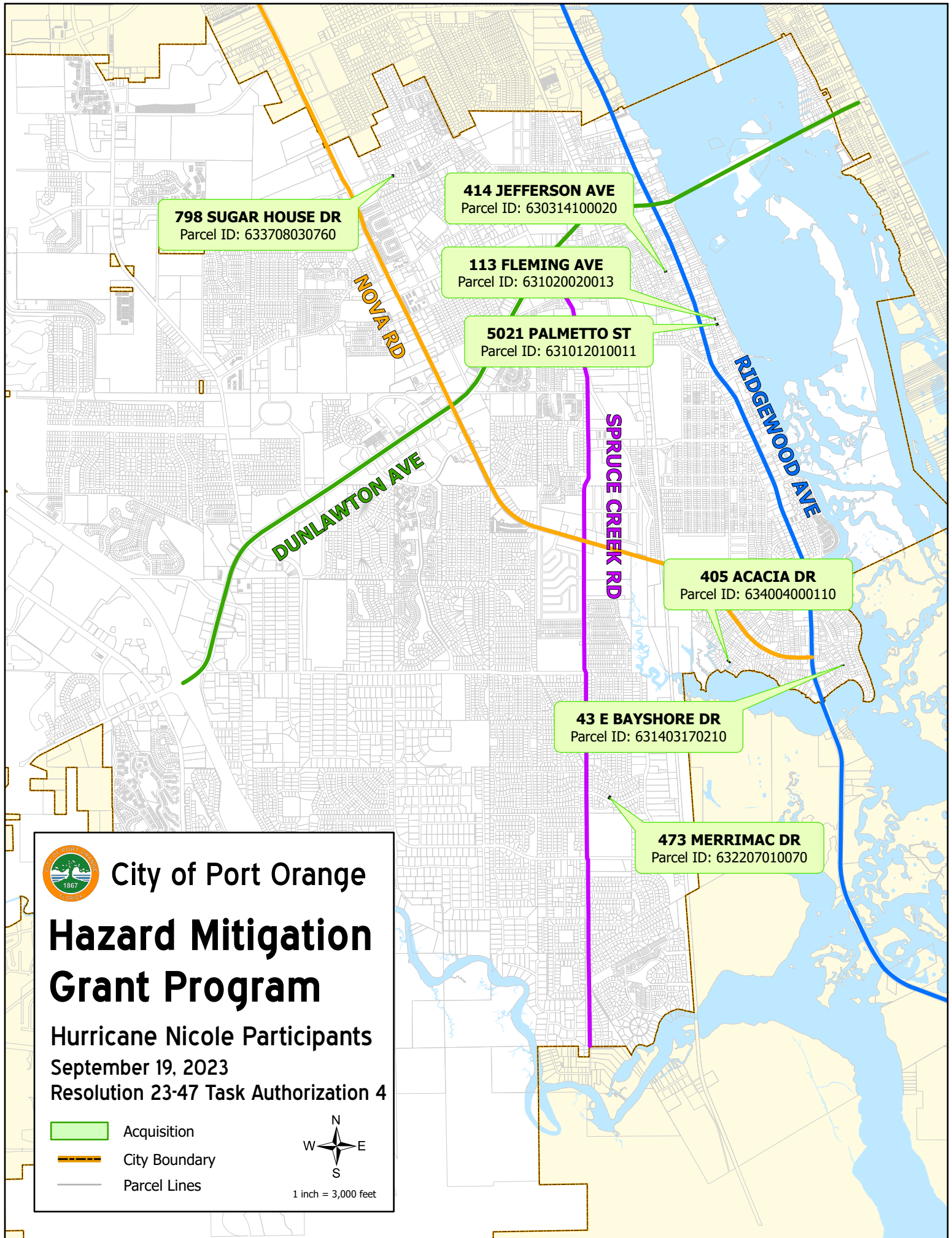
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W

E

S

1 inch = 3,000 feet





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (C15) Resolution No. 23-48 – Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Application to Request Funds to Elevate 5 Flood-Prone Homes

DEPARTMENT: Community Development

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

RECOMMENDED MOTION: Move to approve Resolution No. 23-48, authorizing the submission of an application for a grant from the Hazard Mitigation Grant Program and authorizing the City Manager to execute all necessary documents for submission of the application.

SUMMARY: On May 19, the Federal Emergency Management Agency (FEMA) issued a notice of funding availability (NOFA) for counties/municipalities affected by Hurricane Nicole 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.

City staff have been meeting with homeowners of flood-prone or substantially damaged homes. Homeowners who have flooded are eligible for the Nicole HMGP funds even if they didn't flood during this event. The list of structure elevation addresses was created based on feedback from Port Orange residents who attended the HMGP and Flood Mitigation Assistance (FMA) Community Workshops held at the end of June 2023.

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.

Staff submitted a project to elevate 5 flood-prone homes with Nicole HMGP funds to the Volusia County LMS group. On September 8, the project was evaluated and ranked #7 on the LMS list. The homes are located throughout the city (see Location Map). The next step of the process is to finalize the HMGP application and apply to the Florida Department of Emergency Management (FDEM) by October 20, 2023. Once approved

by FDEM, the project application is forwarded to FEMA for consideration. If the project is selected by FEMA and the City chooses to fund the project, the project will require a 25% cost contribution from the homeowners. Homeowners have signed a voluntary interest form and are aware of their cost of being in the program. 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 5 homes is \$2,352,111 (average of \$470,422 per home) and the city will be requesting reimbursement of up to \$1,764,083 from FEMA at project completion and \$588,028 from the homeowners (average of \$117,605 per home) before the start of construction. The project will be requested in the FY 25-29 Capital Improvement Plan.

While the deadline for residents to get on the list for Hurricane Ian and Hurricane Nicole HMGP has passed, staff continues to collect contact information from residents interested in future FEMA grants.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 23-48 with exhibit	Resolution No. 23-48 with exhibit.pdf
2.	Nicole - Elevation 2 Location Map	Nicole - Elevation 2 Location Map.pdf

Margaret Tomlinson	Created/Initiated - 9/14/2023
Tim Burman	Approved - 9/18/2023
John McKinney	Approved - 9/21/2023
Shannon Balmer	Approved - 9/21/2023
Wayne Clark	Approved - 9/22/2023
Tracee Cody	Final Approval - 9/28/2023

RESOLUTION NO. 23-48

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 FIVE HOMES LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA LISTED IN THE VOLUSIA COUNTY LOCAL MITIGATION STRATEGY ("LMS") PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE 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 autumn of 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 \$1,764,083, said amount being 75% of the \$2,352,111 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 City Manager is 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.

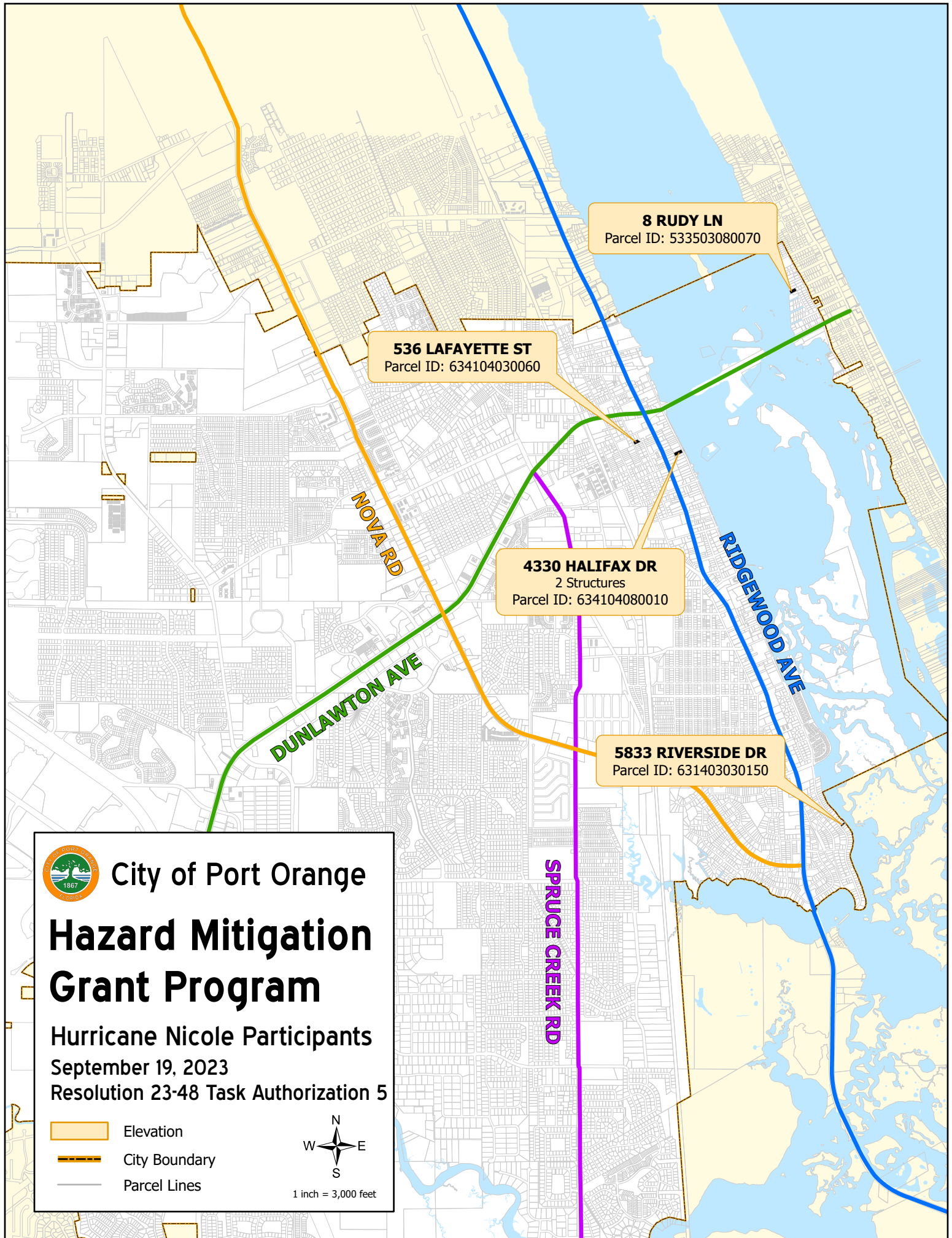
MAYOR DONALD O. BURNETTE

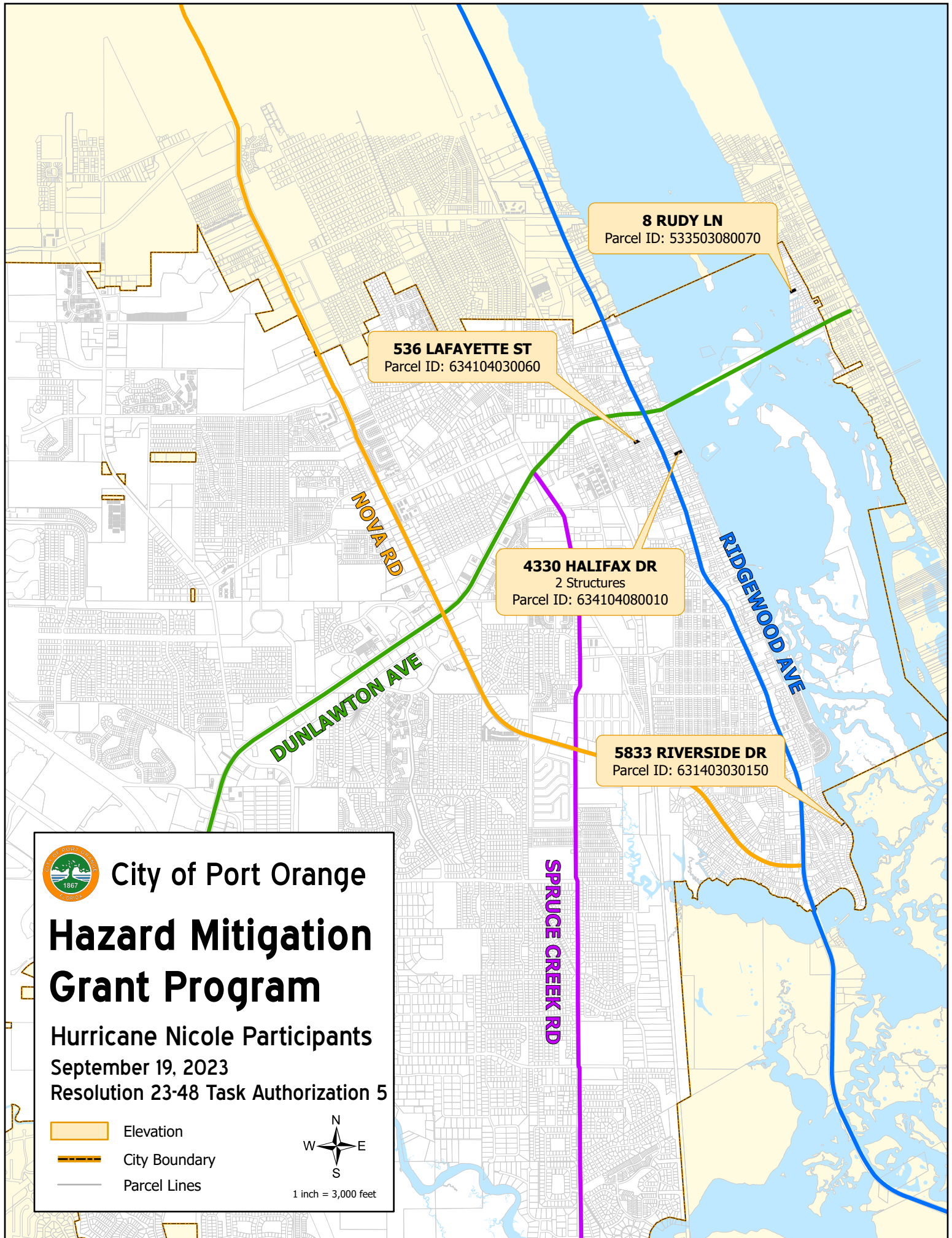
ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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





City of Port Orange

Hazard Mitigation Grant Program

Hurricane Nicole Participants
September 19, 2023
Resolution 23-48 Task Authorization 5

-  Elevation
-  City Boundary
-  Parcel Lines



1 inch = 3,000 feet



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (C16) Resolution No. 23-49 – Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Application to Request Funds to Demolish and Reconstruct 1 Flood-Prone Home

DEPARTMENT: Community Development

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

RECOMMENDED MOTION: Move to approve Resolution No. 23-49, authorizing the submission of an application for a grant from the Hazard Mitigation Grant Program and authorizing the City Manager to execute all necessary documents for the submission of said application.

SUMMARY: On May 19, the Federal Emergency Management Agency (FEMA) issued a notice of funding availability (NOFA) for counties/municipalities affected by Hurricane Nicole 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 demolition/reconstruction projects when the original structure has been determined by a structural engineer not to be suitable for elevation. HMGP is a cost reimbursement grant that has a 75% federal / 25% non-federal cost share for structure demolition and reconstruction projects. Homeowners cannot apply directly for HMGP funding; they must apply through the city.

City staff have been meeting with homeowners of flood-prone or substantially damaged homes. Homeowners who have flooded are eligible for the Nicole HMGP funds even if they didn't flood during this event. The homeowner for this project attended the HMGP and Flood Mitigation Assistance (FMA) Community Workshops held at the end of June 2023.

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.

Staff submitted a project to demolish and reconstruct one flood-prone home with Nicole HMGP funds to the Volusia County LMS group. On September 8, the project was evaluated and ranked #34 on Tier 2 of the LMS list. The next step of the process is to

finalize the HMGP application and apply to the Florida Department of Emergency Management (FDEM) by October 20, 2023. Once approved by FDEM, the project application is forwarded to FEMA for consideration. If the project is selected by FEMA and the City chooses to fund the project, the project will require a 25% cost contribution from the homeowner. The homeowners have signed a voluntary interest form and are aware of their cost of being in the program. 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 demolish and reconstruct the home is \$198,795, and the city will be requesting reimbursement of up to \$149,096 from FEMA at project completion and \$49,699 from the homeowner before the start of construction. If selected by FEMA, the project will be requested in the FY 25-29 Capital Improvement Plan.

While the deadline for residents to get on the list for Hurricane Ian and Hurricane Nicole HMGP has passed, staff continues to collect contact information from residents interested in future FEMA grants.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 23-49 with exhibit	Resolution No. 23-49 with exhibit.pdf
2.	Nicole - Demolition Location Map	Nicole - Demolition Location Map.pdf

Margaret Tomlinson	Created/Initiated - 9/14/2023
Tim Burman	Approved - 9/18/2023
John McKinney	Approved - 9/21/2023
Shannon Balmer	Approved - 9/21/2023
Wayne Clark	Approved - 9/22/2023
Tracee Cody	Final Approval - 9/28/2023

RESOLUTION NO. 23-49

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 DEMOLITION AND RECONSTRUCTION PROJECTS FOR APPROXIMATELY ONE HOME LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA LISTED IN THE VOLUSIA COUNTY LOCAL MITIGATION STRATEGY ("LMS") PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE 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 autumn of 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 \$149,096, said amount being 75% of the \$198,795 estimated 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 demolition and reconstruction projects for the structures included and identified in **Exhibit “A”**, attached hereto and made a part hereof by reference.

Section 2. The City Manager is 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.

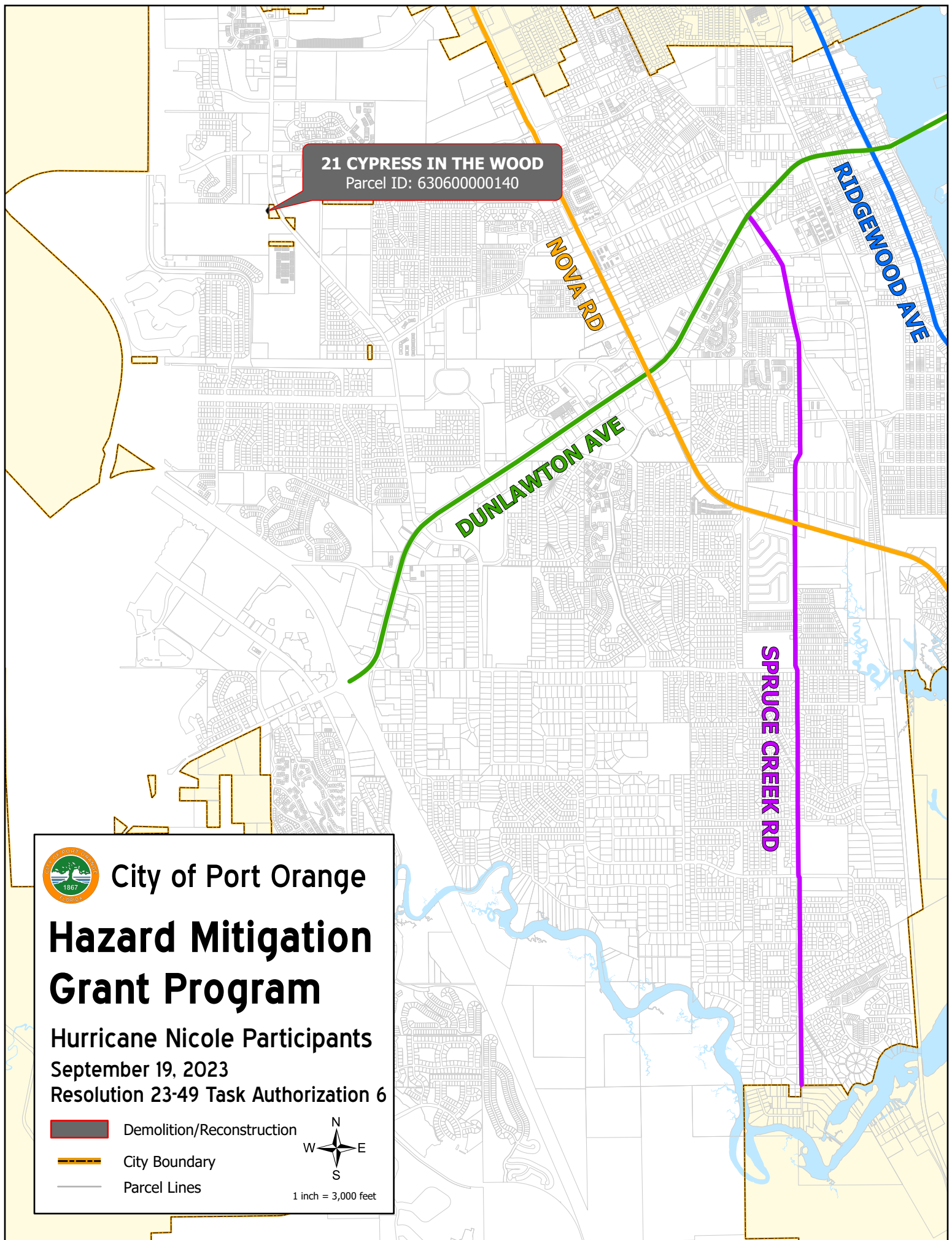
MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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



21 CYPRESS IN THE WOOD
Parcel ID: 630600000140

NOVA RD

DUNLAWTON AVE

RIDGEWOOD AVE

SPRUCE CREEK RD



City of Port Orange

Hazard Mitigation Grant Program

Hurricane Nicole Participants
September 19, 2023
Resolution 23-49 Task Authorization 6



Demolition/Reconstruction



City Boundary



Parcel Lines



1 inch = 3,000 feet



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (C17) Resolution No. 23-50 – Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Application to Request Funds to Acquire and Demolish 1 Flood-Prone Home

DEPARTMENT: Community Development

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

RECOMMENDED MOTION: Move to approve Resolution No. 23-50, authorizing the submission of an application for a grant from the Hazard Mitigation Grant Program and authorizing the City Manager to execute all necessary documents for submission of the application.

SUMMARY: On May 19, the Federal Emergency Management Agency (FEMA) issued a notice of funding availability (NOFA) for counties/municipalities affected by Hurricane Nicole 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 acquisition projects. HMGP is a cost reimbursement grant that can provide acquisition projects up to \$323,000 on average per structure or 25% if the project is determined to be cost effective from a Benefit-Cost Analysis.

City staff have been meeting with homeowners of flood-prone or substantially damaged homes. Homeowners who have flooded are eligible for the Nicole HMGP funds even if they didn't flood during this event. The list of acquisition addresses was created based on owner interest after being contacted about repetitive loss flood claims or a Substantial Damage determination due to Hurricane Ian.

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.

Staff submitted a project to acquire and demolish 1 flood-prone home located outside of the Special Flood Hazard Area with Nicole HMGP funds to the Volusia County LMS group. On September 8, the project was evaluated and ranked #36 on Tier 2 of the LMS list. This home has been separated as a stand-alone project since it is located in flood zone X (identified as 510 Renner Rd. on the Location Map) and has a lower benefit cost

ratio. The next step of the process is to finalize the HMGP application and apply to the Florida Department of Emergency Management (FDEM) by October 20, 2023. Once approved by FDEM, the project application is forwarded to FEMA for consideration. 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 acquire this home is \$553,165. The city will be requesting reimbursement of 75% of the cost from FEMA at project completion.

If approved, staff will make the necessary designation of fund balance for the acquisition.

Once acquired, the City will be responsible for demolishing the structure, maintaining the property and maintaining the use of the property as open space in perpetuity. HMGP deed restrictions state: The property shall be used only for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature preserves, unimproved permeable parking lots and other uses consistent with FEMA guidance for open space acquisition. New structures are limited to a public facility that is open on all sides and functionally related to the open space use; a public rest room; or a structure that is compatible with the uses described above and approved by the FEMA Regional Director in writing prior to the commencement of the construction of the structure. Any structures built on the property shall be floodproofed or elevated to the Base Flood Elevation plus one foot of freeboard.

While the deadline for residents to get on the list for Hurricane Ian and Hurricane Nicole HMGP has passed, staff continues to collect contact information from residents interested in future FEMA grants.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 23-50 with exhibit	Resolution No. 23-50 with exhibit.pdf
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Margaret Tomlinson	Created/Initiated - 9/14/2023
Tim Burman	Approved - 9/18/2023
John McKinney	Approved - 9/21/2023
Shannon Balmer	Approved - 9/21/2023
Wayne Clark	Approved - 9/22/2023
Tracee Cody	Final Approval - 9/28/2023

RESOLUTION NO. 23-50

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 ACQUISITION PROJECTS FOR APPROXIMATELY ONE HOME LOCATED WITHIN FLOOD ZONE X AREA LISTED IN THE VOLUSIA COUNTY LOCAL MITIGATION STRATEGY ("LMS") PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE 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 autumn of 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 \$414,874 said amount being 75% of the \$553,165 estimated 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 acquisition projects for the structures included and identified in **Exhibit "A"**, attached hereto and made a part hereof by reference.

Section 2. The City Manager is 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.

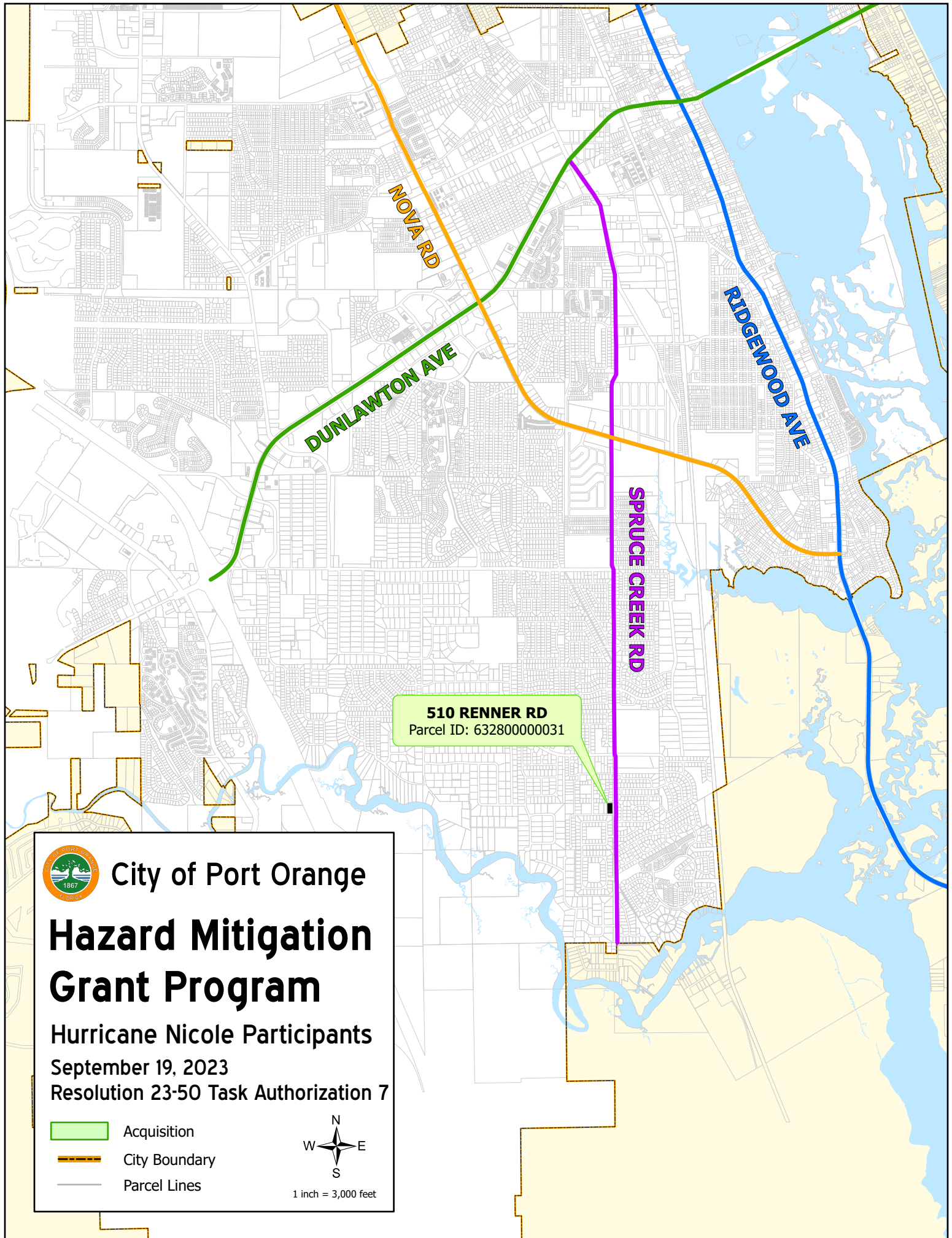
MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

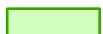
Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney



City of Port Orange

Hazard Mitigation Grant Program

Hurricane Nicole Participants
September 19, 2023
Resolution 23-50 Task Authorization 7



Acquisition



City Boundary



Parcel Lines



1 inch = 3,000 feet

The Golf Club at Cypress Head
Comparative Income Statement
For the Eight Months Ending May 31, 2023

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	141,553	1,179,165	1,557,815	76%	152,982	1,316,158	1,259,492	104%
Merchandise	15,134	89,067	125,691	71%	32,725	178,152	90,550	197%
Other Pro Shop	1,976	15,833	23,918	66%	3,060	25,711	19,063	135%
Range	4,512	38,364	51,597	74%	6,552	48,554	44,300	110%
Other Operating Revenues	3,530	29,469	40,086	74%	3,397	29,235	36,122	81%
TOTAL REVENUE	166,705	1,351,898	1,799,106	75%	198,716	1,597,810	1,449,526	110%
COST OF SALES								
Merchandise	12,425	59,152	78,941	75%	25,825	128,088	55,236	232%
TOTAL COGS	12,425	59,152	78,941	75%	25,825	128,088	55,236	232%
COGS - Merchandise %	82.1%	66.4%	62.8%	105.7%	78.9%	71.9%	61.0%	117.9%
PAYROLL								
Course and Grounds	34,468	288,595	430,587	67%	39,380	307,396	416,997	74%
Carts, Range, Starters, Etc.	9,624	73,365	108,062	68%	15,122	102,879	98,064	105%
Pro Shop	6,972	56,823	87,407	65%	11,782	84,149	85,253	99%
General and Administrative	12,938	103,400	158,668	65%	16,257	130,953	160,946	81%
Marketing	6,734	39,379	58,791	67%	1,155	28,568	48,841	58%
TOTAL PAYROLL	70,735	561,563	843,515	67%	83,695	653,946	810,100	81%
OPERATING EXPENSES								
Course and Grounds	29,644	184,265	306,972	60%	38,081	221,199	264,162	84%
Carts, Range, Starters, Etc.	4,919	46,207	64,844	71%	9,691	90,703	88,006	103%
Pro Shop	20	4,768	11,073	43%	0	12,147	7,085	171%
General and Administrative	22,349	182,871	268,720	68%	28,349	225,423	227,125	99%
Marketing	2,711	13,692	23,886	57%	2,482	14,429	23,190	62%
TOTAL OPERATING EXPENSES	59,642	431,802	675,495	64%	78,602	563,901	609,568	93%
TOTAL EXPENSES	142,803	1,052,517	1,597,951	66%	188,122	1,345,935	1,474,903	91%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,307)	(50,460)	(75,816)	67%	(6,400)	(51,074)	(76,432)	67%
Depreciation & Amortization	(96)	(764)	(1,146)	67%	(96)	(764)	(1,146)	67%
TOTAL OTHER INCOME (EXPENSE)	(6,403)	(51,224)	(76,962)	67%	(6,496)	(51,838)	(77,578)	67%
NET INCOME	17,500	248,157	124,193	200%	4,098	200,037	(102,955)	-194%
=====								
Paid Rounds	3,727	31,462	42,729		3,928	32,155	37,780	
Annual Pass Rounds	400	3,168	4,406		351	2,866	4,748	
Other Rounds	301	2,118	3,036		254	2,008	2,636	
Total Rounds	4,428	36,748	50,171		4,533	37,029	45,164	
Revenue/Paid Rounds	45	43	42		51	50	46	
Revenue/Total Rounds	38	37	36		44	43	39	

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended May 31, 2023

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(59,532)	7,840	14,648	67,391	63,861	83,393	63,681	10,594	0	0	0	0
Management Fee Expense	(6,274)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	0	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0	0	0	0
Net Income	(65,901)	1,344	8,152	60,895	57,366	76,897	57,186	4,098	0	0	0	0
Working Capital Changes												
Inventory	(6,201)	(13,489)	(8,640)	(17,450)	(12,888)	(6,201)	(786)	(7,711)	0	0	0	0
Receivables	92,368	1,011	59	(5,166)	5,294	(171)	(2,411)	2,479	0	0	0	0
Prepaid Expenses	8,069	(9,649)	(12,225)	10,892	21,296	(9,057)	8,180	6,861	0	0	0	0
Payables	21,540	4,134	28,307	24,002	2,495	(4,888)	(20,122)	(20,433)	0	0	0	0
Due to from the City	960	239	1	(196)	158	305	(758)	265	0	0	0	0
Accrued Expenses	6,872	11,742	8,090	8,217	5,682	(26,636)	3,840	397	0	0	0	0
Deferred Revenues	(32,874)	1,527	(38,923)	(9,040)	(6,873)	7,467	(22,847)	(12,087)	0	0	0	0
Depreciation & Amortization	96	96	96	96	96	96	96	96	0	0	0	0
Operating Cash Flow	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	0	0	0	0
Beginning Cash	255,433	280,363	277,317	262,233	334,482	407,106	444,919	467,297	441,262	445,117	445,117	445,117
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	0	0	0	0
Ending Cash	280,363	277,317	262,233	334,482	407,106	444,919	467,297	441,262	441,262	445,117	445,117	445,117

The Golf Club at Cypress Head
Summary of All Units
For the Eight Months Ending May 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
98,388	85,034	116%	90,109	109%	Green Fees	879,148	781,738	112%	741,270	119%	990,571	1,116,404
54,594	47,660	115%	51,444	106%	Cart Fee	437,010	380,240	115%	437,895	100%	534,440	578,404
50	20	250%	856	6%	Handicap Fee	5,214	4,050	129%	4,771	109%	4,130	5,468
1,665	500	333%	900	185%	Lessons	14,708	8,340	176%	8,892	165%	13,590	21,589
1,345	100	1345%	220	611%	Rental Clubs	5,790	1,800	322%	2,170	267%	2,800	6,740
32,725	6,800	481%	15,134	216%	Retail	178,152	80,300	222%	89,067	200%	110,100	214,777
6,552	4,800	136%	4,512	145%	Range	48,554	38,600	126%	38,364	127%	52,400	61,786
3,397	3,400	100%	3,530	96%	City Surcharge R & R	29,235	28,300	103%	29,469	99%	38,100	39,852
198,716	148,314	134%	166,705	119%	Total Revenues	1,597,810	1,323,368	121%	1,351,898	118%	1,746,131	2,045,018
COST OF GOODS SOLD												
25,825	4,352	593%	12,425	208%	COGS - Merchandise	128,088	51,392	249%	59,152	217%	70,464	147,878
25,825	4,352	593%	12,425	208%	Total COGS	128,088	51,392	249%	59,152	217%	70,464	147,878
172,891	143,962	120%	154,280	112%	GROSS MARGIN	1,469,722	1,271,976	116%	1,292,746	114%	1,675,667	1,897,141
78.91%	64.00%	123.30%	82.10%	96.12%	COGS - Merchandise %	71.90%	64.00%	112.34%	66.41%	108.26%	64.00%	784.80%
PAYROLL												
28,264	26,032	109%	26,656	106%	Gross Payroll - Salaried	235,724	205,724	115%	194,588	121%	309,850	340,709
43,602	36,499	119%	33,661	130%	Gross Payroll - Hourly	320,925	285,796	112%	278,020	115%	430,230	457,063
71,866	62,530	115%	60,318	119%	S/T Wages	556,649	491,520	113%	472,609	118%	740,080	797,773
4,521	4,784	95%	4,505	100%	Payroll Tax - FICA	40,306	37,601	107%	35,096	115%	56,616	57,905
184	667	28%	136	135%	Payroll Tax - UC	1,852	7,181	26%	1,992	93%	9,197	2,353
1,281	1,292	99%	1,088	118%	Payroll Tax - WC	10,543	9,854	107%	9,114	116%	14,988	15,368
5,844	5,427	108%	4,689	125%	Benefits	44,595	42,015	106%	42,753	104%	63,721	62,499
11,829	12,170	97%	10,417	114%	S/T Adders	97,296	96,650	101%	88,954	109%	144,522	138,125
83,695	74,700	112%	70,735	118%	TOTAL PAYROLL	653,946	588,170	111%	561,563	116%	884,602	935,897
OPERATING EXPENSES												
0	100	0%	74	0%	Cart Supplies	701	800	88%	2,047	34%	1,200	825
462	600	77%	1,034	45%	Chemicals	4,237	4,800	88%	4,665	91%	7,200	7,598
0	200	0%	0	0%	Course Accessories	5,081	2,500	203%	2,320	219%	4,250	6,746
4,502	4,500	100%	1,749	257%	Fertilizer	43,202	42,100	103%	41,813	103%	58,500	60,700
0	0	0%	0	0%	Flowers/Decor	1,467	900	163%	515	285%	900	1,467
906	1,500	60%	3,015	30%	Fuel	11,278	13,700	82%	12,239	92%	19,900	20,719
0	0	0%	0	0%	Fungicides	1,267	3,100	41%	2,161	59%	6,400	4,401
9,048	8,500	106%	733	1234%	Herbicides	29,792	23,400	127%	7,686	388%	33,700	36,725
2,456	6,500	38%	7,531	33%	Insecticides	3,485	9,400	37%	9,025	39%	13,100	6,605
377	250	151%	307	123%	Janitorial Supplies	5,386	5,100	106%	5,363	100%	8,000	7,449
0	100	0%	0	0%	Laundry/Uniforms	1,504	1,800	84%	924	163%	2,200	2,099
342	250	137%	259	132%	Office Supplies	5,605	3,000	187%	3,262	172%	4,200	7,021
0	0	0%	0	0%	Printing	1,106	0	0%	0	0%	0	1,106
0	0	0%	0	0%	Range Balls	5,792	3,600	161%	3,520	165%	3,600	5,792
0	0	0%	0	0%	Range Equipment	672	1,050	64%	1,034	65%	1,050	725
0	0	0%	0	0%	Range Expenses	1,557	1,500	104%	1,117	139%	2,100	2,069
3,245	3,000	108%	2,105	154%	Sand/Topdress	8,206	9,300	88%	6,605	124%	15,200	11,872
0	1,000	0%	0	0%	Seeds/Trees	7,010	11,200	63%	5,665	124%	15,200	10,260
0	1,000	0%	0	0%	Small Tools	493	1,800	27%	668	74%	3,200	1,669
0	0	0%	0	0%	Staff/Volunteer Uniforms	405	0	0%	0	0%	0	405
403	0	0%	0	0%	Supplies	6,876	0	0%	0	0%	200	10,739
0	50	0%	20	0%	Tournament Expense	1,317	400	329%	118	1117%	600	1,443
139	250	56%	119	117%	Alarm System	1,326	2,000	66%	1,591	83%	3,000	1,804
0	200	0%	157	0%	Cart Repairs	1,603	1,000	160%	656	244%	1,200	1,924
844	160	527%	160	528%	Computer Service	3,738	1,280	292%	1,279	292%	1,920	4,378
650	650	100%	650	100%	Contract Cleaning	5,381	5,200	103%	4,898	110%	7,800	7,981
0	0	0%	0	0%	Guest Relations	8,258	0	0%	0	0%	0	8,258
0	0	0%	0	0%	Handicap Expense	6,034	4,625	130%	4,529	133%	5,175	6,802
857	1,100	78%	1,185	72%	Irrigation	5,390	8,800	61%	7,316	74%	13,200	9,291
0	50	0%	0	0%	Lesson Expense	0	400	0%	0	0%	1,000	350
80	0	0%	0	0%	Repair & Maint - Paths	251	0	0%	0	0%	3,000	251
3,724	1,700	219%	2,246	168%	Repair & Maint - Equipment	22,017	13,400	164%	12,685	174%	19,800	39,182
2,342	150	1561%	1,367	171%	Repair & Maint - Building	6,688	4,950	135%	8,398	80%	9,850	10,088
8,577	5,200	165%	3,535	243%	Cart Lease	68,616	41,600	165%	29,237	235%	62,400	83,407
7,140	7,671	93%	7,671	93%	Equipment Lease	57,120	61,368	93%	53,877	106%	92,052	90,666
206	206	100%	176	117%	Off-Site Storage	1,648	1,648	100%	1,408	117%	2,472	2,277
1,000	1,150	87%	1,414	71%	Utilities - Electric	7,504	9,200	82%	10,497	71%	13,800	11,642
4,127	3,800	109%	3,651	113%	Utilities - Other	30,826	30,400	101%	27,698	111%	45,600	49,389
196	200	98%	190	103%	Utilities - Telephone/Fax	1,630	1,600	102%	1,481	110%	2,400	2,363
204	200	102%	236	87%	Utilities - Water	1,816	1,800	101%	1,856	98%	2,600	2,649
2,482	1,000	248%	2,711	92%	Advertising & Promotion	14,429	11,400	127%	13,692	105%	23,400	24,623
257	400	64%	344	75%	Bank Charges	2,736	3,200	85%	2,774	99%	4,800	4,108
276	0	0%	(330)	-83%	Cash Short/(Over)	33	0	0%	(580)	-6%	0	(25)
240	240	100%	200	120%	Cell Phone	1,920	1,920	100%	1,600	120%	2,880	2,720

The Golf Club at Cypress Head
Summary of All Units
For the Eight Months Ending May 31, 2023

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
3,397	3,454	98%	3,530	96%	City Surcharge R & R	29,235	28,640	102%	29,469	99%	38,940	39,852
5,863	2,500	235%	4,283	137%	Credit Card Discounts	38,300	28,000	137%	31,716	121%	36,500	49,160
0	0	0%	598	0%	Donations	(10)	0	0%	593	-2%	0	(30)
987	0	0%	492	201%	Dues & Subscriptions	2,042	880	232%	1,027	199%	1,880	2,614
0	0	0%	0	0%	Education & Training	670	400	168%	400	168%	550	670
842	100	842%	171	494%	Employee Relations	6,132	1,750	350%	191	3214%	2,150	6,342
0	0	0%	0	0%	Employee Testing	66	0	0%	29	226%	0	95
7,675	6,700	115%	6,130	125%	Insurance Expense	61,401	53,600	115%	49,037	125%	80,400	90,658
325	50	649%	(553)	-59%	Member Relations	(3,784)	400	-946%	1,443	-262%	600	(2,736)
0	0	0%	0	0%	Miscellaneous	8	0	0%	2,081	0%	0	8
0	1,000	0%	1,730	0%	O/S - Accounting	15,500	11,200	138%	11,730	132%	11,200	20,000
3,000	0	0%	0	0%	O/S - Other	3,000	0	0%	0	0%	6,000	8,800
452	350	129%	433	104%	Payroll Processing Fee	3,564	2,950	121%	3,384	105%	4,350	5,262
90	100	90%	323	28%	Postage/Shipping	1,528	1,350	113%	1,828	84%	1,750	2,422
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(170)	0	0%	(240)	71%	150	(50)
0	100	0%	27	0%	Travel - Meals	246	1,700	14%	1,115	22%	2,100	246
917	100	917%	0	0%	Travel - Other	10,742	800	1343%	2,342	459%	1,200	11,692
0	0	0%	0	0%	Employee Meals	25	0	0%	20	125%	0	25
78,602	66,331	119%	59,642	132%	TOTAL OPERATING EXPENSES	563,901	476,911	118%	431,802	131%	706,819	807,594
10,594	2,931	361%	23,903	44%	EBITDA	251,875	206,895	122%	299,381	84%	84,246	153,650
6,400	6,434	99%	6,307	101%	Management Fee	51,074	51,472	99%	50,460	101%	77,208	76,430
6,400	6,434	99%	6,307	101%	Management Fees	51,074	51,472	99%	50,460	101%	77,208	76,430
23	23	100%	23	100%	Deprec - Mach & Equip	185	185	100%	185	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	579	579	100%	579	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	764	764	100%	764	100%	1,146	1,146
4,098	(3,598)	-114%	17,500	23%	NET INCOME	200,037	154,658	129%	248,157	81%	5,892	76,073

The Golf Club at Cypress Head
Course & Grounds
For the Eight Months Ending May 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
98,388	85,034	116%	90,109	109%	Green Fees	879,148	781,738	112%	741,270	119%	990,571	1,116,404
3,397	3,400	100%	3,530	96%	City Surcharge R & R	29,235	28,300	103%	29,469	99%	38,100	39,852
101,785	88,434	115%	93,639	109%	Total Revenues	908,383	810,038	112%	770,739	118%	1,028,671	1,156,256
101,785	88,434	115%	93,639	109%	GROSS MARGIN	908,383	810,038	112%	770,739	118%	1,028,671	1,156,256
					PAYROLL							
11,232	11,047	102%	10,470	107%	Gross Payroll - Salaried	87,363	88,376	99%	79,884	109%	132,564	130,131
22,734	21,645	105%	19,152	119%	Gross Payroll - Hourly	178,026	169,673	105%	164,671	108%	254,858	257,435
33,966	32,692	104%	29,622	115%	S/T Wages	265,388	258,048	103%	244,555	109%	387,422	387,566
2,190	2,501	88%	2,194	100%	Payroll Tax - FICA	19,350	19,741	98%	18,012	107%	29,638	28,224
18	219	8%	37	50%	Payroll Tax - UC	655	3,105	21%	1,046	63%	3,376	721
590	675	87%	536	110%	Payroll Tax - WC	5,035	5,173	97%	4,697	107%	7,845	7,494
2,616	2,088	125%	2,080	126%	Benefits	16,967	16,180	105%	20,285	84%	24,532	25,382
5,413	5,484	99%	4,847	112%	S/T Adders	42,008	44,198	95%	44,040	95%	65,391	61,821
39,380	38,176	103%	34,468	114%	TOTAL PAYROLL	307,396	302,246	102%	288,595	107%	452,813	449,387
					OPERATING EXPENSES							
462	600	77%	1,034	45%	Chemicals	4,237	4,800	88%	4,665	91%	7,200	7,598
0	200	0%	0	0%	Course Accessories	5,081	2,500	203%	2,320	219%	4,250	6,746
4,502	4,500	100%	1,749	257%	Fertilizer	43,202	42,100	103%	41,813	103%	58,500	60,700
0	0	0%	0	0%	Flowers/Decor	1,467	900	163%	515	285%	900	1,467
906	1,500	60%	3,015	30%	Fuel	11,278	13,700	82%	12,239	92%	19,900	20,719
0	0	0%	0	0%	Fungicides	1,267	3,100	41%	2,161	59%	6,400	4,401
9,048	8,500	106%	733	1234%	Herbicides	29,792	23,400	127%	7,686	388%	33,700	36,725
2,456	6,500	38%	7,531	33%	Insecticides	3,485	9,400	37%	9,025	39%	13,100	6,606
3,245	3,000	108%	2,105	154%	Sand/Topdress	8,206	9,300	88%	6,605	124%	15,200	11,872
0	1,000	0%	0	0%	Seeds/Trees	7,010	11,200	63%	5,665	124%	15,200	10,260
0	1,000	0%	0	0%	Small Tools	493	1,800	27%	668	74%	3,200	1,669
0	0	0%	0	0%	Staff/Volunteer Uniforms	405	0	0%	0	0%	0	405
857	1,100	78%	1,185	72%	Irrigation	5,390	8,800	61%	7,316	74%	13,200	9,291
80	0	0%	0	0%	Repair & Maint - Paths	251	0	0%	0	0%	3,000	251
3,647	1,600	228%	2,246	162%	Repair & Maint - Equipment	18,061	12,800	141%	12,180	148%	19,200	31,401
0	0	0%	0	0%	Repair & Maint - Building	1,253	150	836%	171	732%	3,150	3,216
7,140	7,671	93%	7,671	93%	Equipment Lease	57,120	61,368	93%	53,877	106%	92,052	90,666
290	250	116%	261	111%	Utilities - Electric	2,251	2,000	113%	1,900	118%	3,000	3,554
2,142	1,800	119%	1,876	114%	Utilities - Other	14,717	14,400	102%	13,127	112%	21,600	23,302
204	200	102%	236	87%	Utilities - Water	1,816	1,800	101%	1,856	98%	2,600	2,649
0	0	0%	0	0%	Education & Training	670	400	168%	400	168%	550	670
101	50	203%	0	0%	Employee Relations	679	400	170%	47	1446%	600	679
0	0	0%	0	0%	Employee Testing	66	0	0%	29	226%	0	95
3,000	0	0%	0	0%	O/S - Other	3,000	0	0%	0	0%	6,000	8,800
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	150	165
38,081	39,471	96%	29,644	128%	TOTAL OPERATING EXPENSES	221,199	224,318	99%	184,265	120%	342,652	343,906
24,324	10,787	226%	29,527	82%	EBITDA	379,788	283,474	134%	297,879	127%	233,206	362,962
24,324	10,787	226%	29,527	82%	NET INCOME	379,788	283,474	134%	297,879	127%	233,206	362,962

The Golf Club at Cypress Head
Carts
For the Eight Months Ending May 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
54,594	47,660	115%	51,444	106%	Cart Fee	437,010	380,240	115%	437,895	100%	534,440	578,404
54,594	47,660	115%	51,444	106%	Total Revenues	437,010	380,240	115%	437,895	100%	534,440	578,404
54,594	47,660	115%	51,444	106%	GROSS MARGIN	437,010	380,240	115%	437,895	100%	534,440	578,404
					PAYROLL							
13,656	8,087	169%	8,684	157%	Gross Payroll - Hourly	93,182	63,388	147%	66,055	141%	95,213	124,279
13,656	8,087	169%	8,684	157%	S/T Wages	93,182	63,388	147%	66,055	141%	95,213	124,279
1,070	619	173%	700	153%	Payroll Tax - FICA	7,372	4,849	152%	5,345	138%	7,284	9,987
123	300	41%	78	158%	Payroll Tax - UC	707	2,199	32%	699	101%	3,380	1,032
269	167	161%	161	167%	Payroll Tax - WC	1,768	1,271	139%	1,267	139%	1,928	2,418
5	0	0%	0	0%	Benefits	(150)	0	0%	0	0%	0	(141)
1,466	1,086	135%	940	156%	S/T Adders	9,697	8,319	117%	7,311	133%	12,591	13,296
15,122	9,172	165%	9,624	157%	TOTAL PAYROLL	102,879	71,707	143%	73,365	140%	107,804	137,575
					OPERATING EXPENSES							
0	100	0%	74	0%	Cart Supplies	701	800	88%	2,047	34%	1,200	825
403	0	0%	0	0%	Supplies	3,309	0	0%	0	0%	0	3,309
0	200	0%	157	0%	Cart Repairs	1,603	1,000	160%	656	244%	1,200	1,924
8,577	5,200	165%	3,535	243%	Cart Lease	68,616	41,600	165%	29,237	235%	62,400	83,407
711	900	79%	1,153	62%	Utilities - Electric	5,253	7,200	73%	8,596	61%	10,800	8,088
9,691	6,400	151%	4,919	197%	TOTAL OPERATING EXPENSES	79,482	50,600	157%	40,537	196%	75,600	97,554
29,781	32,088	93%	36,901	81%	EBITDA	254,649	257,933	99%	323,993	79%	351,036	343,275
29,781	32,088	93%	36,901	81%	NET INCOME	254,649	257,933	99%	323,993	79%	351,036	343,275

The Golf Club at Cypress Head
Range
For the Eight Months Ending May 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
6,552	4,800	136%	4,512	145%	REVENUES							
6,552	4,800	136%	4,512	145%	Range	48,554	38,600	126%	38,364	127%	52,400	61,786
6,552	4,800	136%	4,512	145%	Total Revenues	48,554	38,600	126%	38,364	127%	52,400	61,786
6,552	4,800	136%	4,512	145%	GROSS MARGIN	48,554	38,600	126%	38,364	127%	52,400	61,786
0	0	0%	0	0%	OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	5,792	3,600	161%	3,520	165%	3,600	5,792
0	0	0%	0	0%	Range Equipment	672	1,050	64%	1,034	65%	1,050	725
0	0	0%	0	0%	Range Expenses	1,557	1,500	104%	1,117	139%	2,100	2,069
0	100	0%	0	0%	Repair & Maint - Equipment	3,200	100	3200%	0	0%	100	3,200
0	100	0%	0	0%	TOTAL OPERATING EXPENSES	11,221	6,250	180%	5,671	198%	6,850	11,786
6,552	4,700	139%	4,512	145%	EBITDA	37,332	32,350	115%	32,694	114%	45,550	50,000
6,552	4,700	139%	4,512	145%	NET INCOME	37,332	32,350	115%	32,694	114%	45,550	50,000

The Golf Club at Cypress Head
Golf Shop
For the Eight Months Ending May 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
50	20	250%	856	6%	Handicap Fee	5,214	4,050	129%	4,771	109%	4,130	5,468
1,665	500	333%	900	185%	Lessons	14,708	8,340	176%	8,892	165%	13,590	21,589
1,345	100	1345%	220	611%	Rental Clubs	5,790	1,800	322%	2,170	267%	2,800	6,740
32,725	6,800	481%	15,134	216%	Retail	178,152	80,300	222%	89,067	200%	110,100	214,777
35,785	7,420	482%	17,110	209%	Total Revenues	203,864	94,490	216%	104,900	194%	130,620	248,573
					COST OF GOODS SOLD							
25,825	4,352	593%	12,425	208%	COGS - Merchandise	128,088	51,392	249%	59,152	217%	70,464	147,878
25,825	4,352	593%	12,425	208%	Total COGS	128,088	51,392	249%	59,152	217%	70,464	147,878
9,960	3,068	325%	4,685	213%	GROSS MARGIN	75,775	43,098	176%	45,748	166%	60,156	100,695
78.91%	64.00%	123.30%	82.10%	96.12%	COGS - Merchandise %	71.90%	64.00%	112.34%	66.41%	108.26%	64.00%	784.80%
					PAYROLL							
4,127	0	0%	0	0%	Gross Payroll - Salaried	26,998	0	0%	0	0%	0	26,998
6,127	6,767	91%	5,826	105%	Gross Payroll - Hourly	44,962	52,735	85%	47,295	95%	80,159	70,594
10,253	6,767	152%	5,826	176%	S/T Wages	71,960	52,735	136%	47,295	152%	80,159	97,592
684	518	132%	448	153%	Payroll Tax - FICA	5,386	4,034	134%	3,647	148%	6,132	7,336
41	133	31%	21	198%	Payroll Tax - UC	320	980	33%	289	111%	1,484	428
190	140	136%	99	191%	Payroll Tax - WC	1,373	1,057	130%	936	147%	1,624	1,911
613	600	102%	578	106%	Benefits	5,110	4,646	110%	4,657	110%	7,045	7,467
1,528	1,391	110%	1,146	133%	S/T Adders	12,189	10,717	114%	9,528	128%	16,285	17,142
11,782	8,157	144%	6,972	169%	TOTAL PAYROLL	84,149	63,452	133%	56,823	148%	96,444	114,734
					OPERATING EXPENSES							
0	50	0%	0	0%	Office Supplies	138	400	35%	24	577%	600	391
0	0	0%	0	0%	Printing	1,090	0	0%	0	0%	0	1,090
0	0	0%	0	0%	Supplies	3,567	0	0%	0	0%	200	7,429
0	50	0%	20	0%	Tournament Expense	1,317	400	329%	118	1117%	600	1,443
0	0	0%	0	0%	Handicap Expense	6,034	4,625	130%	4,529	133%	5,175	6,802
0	50	0%	0	0%	Lesson Expense	0	400	0%	0	0%	1,000	350
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	97	0%	0	947
0	150	0%	20	0%	TOTAL OPERATING EXPENSES	12,147	5,825	209%	4,768	255%	7,575	18,452
(1,821)	(5,239)	35%	(2,306)	79%	EBITDA	(20,521)	(26,179)	78%	(15,843)	130%	(43,863)	(32,490)
(1,821)	(5,239)	35%	(2,306)	79%	NET INCOME	(20,521)	(26,179)	78%	(15,843)	130%	(43,863)	(32,490)

The Golf Club at Cypress Head
G & A
For the Eight Months Ending May 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
12,906	11,076	117%	10,575	122%	Gross Payroll - Salaried	99,934	86,914	115%	83,325	120%	131,217	145,364
31	0	0%	0	0%	Gross Payroll - Hourly	430	0	0%	0	0%	0	430
12,937	11,076	117%	10,575	122%	S/T Wages	100,364	86,914	115%	83,325	120%	131,217	145,794
497	847	59%	754	66%	Payroll Tax - FICA	6,219	6,649	94%	5,864	106%	10,038	9,310
1	0	0%	0	0%	Payroll Tax - UC	113	519	22%	(130)	-88%	519	113
232	229	102%	188	124%	Payroll Tax - WC	1,926	1,743	111%	1,605	120%	2,658	2,809
2,590	2,695	96%	1,422	182%	Benefits	22,331	20,849	107%	12,736	175%	31,628	28,194
3,320	3,771	88%	2,363	140%	S/T Adders	30,590	29,760	103%	20,076	152%	44,843	40,426
16,257	14,847	109%	12,938	126%	TOTAL PAYROLL	130,953	116,673	112%	103,400	127%	176,060	186,221
OPERATING EXPENSES												
377	250	151%	307	123%	Janitorial Supplies	5,386	5,100	106%	5,363	100%	8,000	7,449
0	100	0%	0	0%	Laundry/Uniforms	1,504	1,800	84%	924	163%	2,200	2,099
342	200	171%	259	132%	Office Supplies	5,467	2,600	210%	3,238	169%	3,600	6,630
0	0	0%	0	0%	Printing	16	0	0%	0	0%	0	16
139	250	56%	119	117%	Alarm System	1,326	2,000	66%	1,591	83%	3,000	1,804
844	160	527%	160	528%	Computer Service	3,738	1,280	292%	1,279	292%	1,920	4,378
650	650	100%	650	100%	Contract Cleaning	5,381	5,200	103%	4,898	110%	7,800	4,981
0	0	0%	0	0%	Guest Relations	8,258	0	0%	0	0%	0	8,258
77	0	0%	0	0%	Repair & Maint - Equipment	756	500	151%	506	150%	500	4,580
2,342	150	1561%	1,367	171%	Repair & Maint - Building	5,434	4,800	113%	8,130	67%	6,700	5,925
206	206	100%	176	117%	Off-Site Storage	1,648	1,648	100%	1,408	117%	2,472	2,277
1,986	2,000	99%	1,775	112%	Utilities - Other	16,108	16,000	101%	14,571	111%	24,000	26,087
196	200	98%	190	103%	Utilities - Telephone/Fax	1,630	1,600	102%	1,481	110%	2,400	2,363
257	400	64%	344	75%	Bank Charges	2,736	3,200	85%	2,774	99%	4,800	4,108
276	0	0%	(330)	-83%	Cash Short/(Over)	33	0	0%	(580)	-6%	0	(25)
240	240	100%	200	120%	Cell Phone	1,920	1,920	100%	1,600	120%	2,880	2,720
3,397	3,454	98%	3,530	96%	City Surcharge R & R	29,235	28,640	102%	29,469	99%	38,940	39,852
5,863	2,500	235%	4,283	137%	Credit Card Discounts	38,300	28,000	137%	31,716	121%	36,500	49,160
0	0	0%	598	0%	Donations	(10)	0	0%	593	-2%	0	(30)
987	0	0%	492	201%	Dues & Subscriptions	2,042	880	232%	1,027	199%	1,880	2,614
741	50	1482%	171	434%	Employee Relations	5,453	1,350	404%	144	3792%	1,550	5,663
7,675	6,700	115%	6,130	125%	Insurance Expense	61,401	53,600	115%	49,037	125%	80,400	90,658
325	50	649%	(553)	-59%	Member Relations	(3,784)	400	-946%	1,443	-262%	600	(2,736)
0	0	0%	0	0%	Miscellaneous	8	0	0%	2,081	0%	0	8
0	1,000	0%	1,730	0%	O/S - Accounting	15,500	11,200	138%	11,730	132%	11,200	20,000
452	350	129%	433	104%	Payroll Processing Fee	3,564	2,950	121%	3,384	105%	4,350	5,262
90	100	90%	323	28%	Postage/Shipping	1,528	1,350	113%	1,828	84%	1,750	2,422
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(170)	0	0%	(240)	71%	0	(215)
0	100	0%	27	0%	Travel - Meals	246	1,700	14%	1,115	22%	2,100	246
917	100	917%	0	0%	Travel - Other	10,742	800	1343%	2,342	459%	1,200	11,692
0	0	0%	0	0%	Employee Meals	25	0	0%	20	125%	0	25
28,349	19,210	148%	22,349	127%	TOTAL OPERATING EXPENSES	225,423	178,518	126%	182,871	123%	250,742	311,272
(44,606)	(34,057)	131%	(35,287)	126%	EBITDA	(356,377)	(295,191)	121%	(286,271)	124%	(426,802)	(497,493)
6,400	6,434	99%	6,307	101%	Management Fee	51,074	51,472	99%	50,460	101%	77,208	76,430
6,400	6,434	99%	6,307	101%	Management Fees	51,074	51,472	99%	50,460	101%	77,208	76,430
23	23	100%	23	100%	Deprec - Mach & Equip	185	185	100%	185	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	579	579	100%	579	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	764	764	100%	764	100%	1,146	1,146
(51,101)	(40,586)	126%	(41,690)	123%	NET INCOME	(408,215)	(347,427)	117%	(337,495)	121%	(505,156)	(575,069)

The Golf Club at Cypress Head
Marketing
For the Eight Months Ending May 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
0	3,909	0%	5,612	0%	Gross Payroll - Salaried	21,430	30,435	70%	31,379	68%	46,070	38,216
1,054	0	0%	0	0%	Gross Payroll - Hourly	4,325	0	0%	0	0%	0	4,325
1,054	3,909	27%	5,612	19%	S/T Wages	25,755	30,435	85%	31,379	82%	46,070	42,541
81	299	27%	409	20%	Payroll Tax - FICA	1,979	2,328	85%	2,228	89%	3,524	3,048
0	15	0%	0	0%	Payroll Tax - UC	57	378	15%	88	65%	438	57
0	81	0%	104	0%	Payroll Tax - WC	441	610	72%	609	72%	933	736
20	44	46%	609	3%	Benefits	336	340	99%	5,075	7%	516	1,598
101	438	23%	1,122	9%	S/T Adders	2,813	3,657	77%	8,000	35%	5,411	5,439
1,155	4,347	27%	6,734	17%	TOTAL PAYROLL	28,568	34,092	84%	39,379	73%	51,481	47,980
OPERATING EXPENSES												
2,482	1,000	248%	2,711	92%	Advertising & Promotion	14,429	11,400	127%	13,692	105%	23,400	24,623
2,482	1,000	248%	2,711	92%	TOTAL OPERATING EXPENSES	14,429	11,400	127%	13,692	105%	23,400	24,623
(3,636)	(5,347)	68%	(9,444)	39%	EBITDA	(42,997)	(45,492)	95%	(53,071)	81%	(74,881)	(72,604)
(3,636)	(5,347)	68%	(9,444)	39%	NET INCOME	(42,997)	(45,492)	95%	(53,071)	81%	(74,881)	(72,604)

The Golf Club at Cypress Head

For the Eight Months Ending May 31, 2023

	<u>05/31/23</u>	<u>09/30/22</u>	<u>05/31/22</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	419,826	242,333	379,719
Cash - Payroll	20,086	11,750	37,319
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>441,262</u>	<u>255,433</u>	<u>418,389</u>
Accounts Receivable			
A/R Member	347	93,810	2,981
Total Accounts Recievable	<u>347</u>	<u>93,810</u>	<u>2,981</u>
Other Current Assets			
Inventory - Merchandise	94,543	21,177	29,030
Prepaid Insurance	6,892	38,909	5,450
Prepaid Exp - Other	20,486	12,835	13,558
Total Other Current Assets	<u>121,921</u>	<u>72,922</u>	<u>48,037</u>
TOTAL CURRENT ASSETS	<u>563,529</u>	<u>422,164</u>	<u>469,407</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(31,879)	(31,115)	(30,733)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>4,269</u>	<u>5,033</u>	<u>5,415</u>
TOTAL ASSETS	<u><u>567,799</u></u>	<u><u>427,198</u></u>	<u><u>474,822</u></u>

The Golf Club at Cypress Head

For the Eight Months Ending May 31, 2023

	<u>05/31/23</u>	<u>09/30/22</u>	<u>05/31/22</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	62,976	27,940	85,975
Accts Pay - Other	123,804	122,830	(4,733)
Accrued Expenses	0	3,075	0
Accrued Payroll	37,528	22,112	27,823
Accrued Taxes	11,668	5,805	9,692
Deferred Revenue	<u>131,587</u>	<u>245,237</u>	<u>107,908</u>
TOTAL CURRENT LIABILITIES	<u>367,562</u>	<u>426,999</u>	<u>226,665</u>
 TOTAL LIABILITIES	 <u>367,562</u>	 <u>426,999</u>	 <u>226,665</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	<u>200,236</u>	<u>199</u>	<u>248,157</u>
Net Retained Earnings	<u>200,236</u>	<u>199</u>	<u>248,157</u>
Stockholders Equity	<u>200,236</u>	<u>199</u>	<u>248,157</u>
TOTAL STOCKHOLDER'S EQUITY	<u>200,236</u>	<u>199</u>	<u>248,157</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>567,799</u></u>	 <u><u>427,198</u></u>	 <u><u>474,822</u></u>

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

General Ledger

Ranges: From: To: 5/31/2023

Date: 5/1/2023

Account: First Last

Sorted By: Account Posting, Unit

Include: Functional (Z-US\$)

Print Currency In:

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$447,350.07	\$209,421.84	\$236,945.93	(\$27,524.09)	\$419,825.98
	10050-5950-900	Cash - Course Payroll BMO	\$18,597.32	\$68,000.00	\$66,511.71	\$1,488.29	\$20,085.61
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$2,825.94	\$16,555.66	\$19,034.45	(\$2,478.79)	\$347.15
	12000-5950-900	Inventory - Merchandise	\$86,832.32	\$34,492.11	\$26,781.38	\$7,710.73	\$94,543.05
	13020-5950-900	Prepaid Insurance	\$14,567.10	\$0.00	\$7,675.12	(\$7,675.12)	\$6,891.98
	13040-5950-900	Prepaid Exp - Other	\$19,671.52	\$11,690.00	\$10,875.84	\$814.16	\$20,485.68
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,878.78)	\$0.00	\$23.12	(\$23.12)	(\$4,901.90)
	22080-5950-900	Accum. Deprec - Buildings	(\$26,904.58)	\$0.00	\$72.41	(\$72.41)	(\$26,976.99)
	30000-5950-900	Accts Pay - Trade	(\$83,408.99)	\$132,594.16	\$112,161.19	\$20,432.97	(\$62,976.02)
	30040-5950-900	Accts Pay - Other	(\$123,538.31)	\$16,323.87	\$16,589.12	(\$265.25)	(\$123,803.56)
	31000-5950-900	Accrued Expenses	(\$2,107.78)	\$2,107.78	\$0.00	\$2,107.78	\$0.00
	31020-5950-900	Accrued Payroll	(\$32,699.16)	\$21,197.01	\$25,662.19	(\$4,465.18)	(\$37,164.34)
	31080-5950-900	Accrued Tips Payable	(\$188.00)	\$450.00	\$626.00	(\$176.00)	(\$364.00)
	31220-5950-900	Accrued Sales Tax	(\$13,804.40)	\$13,804.40	\$11,667.57	\$2,136.83	(\$11,667.57)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,396.74	\$3,396.74	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$4,085.87)	\$674.25	\$2,071.82	(\$1,397.57)	(\$5,483.44)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$36,260.93)	\$19,937.25	\$19,095.20	\$842.05	(\$35,418.88)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$13,120.24)	\$2,624.03	\$0.00	\$2,624.03	(\$10,496.21)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$15,097.16)	\$3,019.44	\$0.00	\$3,019.44	(\$12,077.72)
	32070-5950-900	Deferred Rev - Gift Cards	(\$35,234.69)	\$1,001.32	\$621.83	\$379.49	(\$34,855.20)
	32100-5950-900	Deferred Rev - Credit Books	(\$10,381.15)	\$1,042.45	\$618.96	\$423.49	(\$9,957.66)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$29,494.08)	\$6,196.49	\$0.00	\$6,196.49	(\$23,297.59)
	49020-5950-900	Retained Earnings - Current	(\$199.13)	\$0.00	\$0.00	\$0.00	(\$199.13)
	50000-5950-100	Green Fees - Annual Pass	(\$38,684.16)	\$0.00	\$5,643.47	(\$5,643.47)	(\$44,327.63)
	5002A-5950-100	Green Fee - Annual	(\$314.97)	\$0.00	\$17.75	(\$17.75)	(\$332.72)
	5003A-5950-100	Green Fee - Group	(\$88,140.53)	\$0.00	\$0.00	\$0.00	(\$88,140.53)
	50040-5950-100	Green Fees - Member	(\$5,236.90)	\$0.00	\$146.14	(\$146.14)	(\$5,383.04)
	5005A-5950-100	Green Fee - Hotel	(\$50.74)	\$0.00	\$0.00	\$0.00	(\$50.74)
	5006A-5950-100	Green Fee - Junior	(\$740.27)	\$0.00	\$301.40	(\$301.40)	(\$1,041.67)
	50070-5950-100	Green Fees - (surcharge)	(\$26,516.08)	\$3,396.74	\$6,793.48	(\$3,396.74)	(\$29,912.82)
	5007A-5950-100	Green Fee - League	(\$75,930.33)	\$0.00	\$928.00	(\$928.00)	(\$76,858.33)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$84,449.71)	\$0.00	\$10,460.34	(\$10,460.34)	(\$94,910.05)
	5012A-5950-100	Green Fee - Outing	(\$55,101.37)	\$64.24	\$6,771.84	(\$6,707.60)	(\$61,808.97)
	5014A-5950-100	Green Fee - Resident	(\$237,646.29)	\$4,485.64	\$42,745.44	(\$38,259.80)	(\$275,906.09)
	5015A-5950-100	Green Fee - Senior	(\$165,782.12)	\$0.00	\$31,393.02	(\$31,393.02)	(\$197,175.14)
	5016A-5950-100	Green Fee - Staff	\$0.00	\$0.00	\$1.00	(\$1.00)	(\$1.00)
	5017A-5950-100	Green Fee - Trade	(\$92.00)	\$0.00	\$0.00	\$0.00	(\$92.00)
	5018A-5950-100	Green Fee - Twilight	(\$58.90)	\$0.00	\$0.00	\$0.00	(\$58.90)
	5019A-5950-100	Green Fee - Wholesale	(\$2,015.13)	\$238.08	\$1,371.08	(\$1,133.00)	(\$3,148.13)
	50500-5950-200	Cart Fee 18	(\$329,772.19)	\$0.00	\$48,397.70	(\$48,397.70)	(\$378,169.89)
	50520-5950-200	Cart Fee - Annual Trail	(\$52,643.42)	\$0.00	\$6,196.49	(\$6,196.49)	(\$58,839.91)
	52090-5950-600	Handicap Fee	(\$5,164.00)	\$0.00	\$50.00	(\$50.00)	(\$5,214.00)
	52150-5950-600	Lessons	(\$13,042.50)	\$0.00	\$1,665.00	(\$1,665.00)	(\$14,707.50)
	52280-5950-600	Rental Clubs	(\$4,444.66)	\$0.00	\$1,345.00	(\$1,345.00)	(\$5,789.66)
	52310-5950-600	Retail	(\$145,427.45)	\$0.00	\$32,725.04	(\$32,725.04)	(\$178,152.49)
	53050-5950-220	Range Pass Revenue	(\$42,001.82)	\$0.00	\$6,551.80	(\$6,551.80)	(\$48,553.62)
	56120-5950-100	City Surcharge R & R	(\$25,838.39)	\$0.00	\$3,396.74	(\$3,396.74)	(\$29,235.13)
	60000-5950-600	COGS - Merchandise - Accessories	\$102,263.47	\$25,824.70	\$0.00	\$25,824.70	\$128,088.17
	70000-5950-100	Gross Payroll - Salaried	\$76,130.68	\$14,509.70	\$3,277.67	\$11,232.03	\$87,362.71

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70000-5950-600	Gross Payroll - Salaried	\$22,870.88	\$5,165.09	\$1,038.46	\$4,126.63	\$26,997.51
	70000-5950-900	Gross Payroll - Salaried	\$87,028.05	\$16,602.51	\$3,696.78	\$12,905.73	\$99,933.78
	70000-5950-950	Gross Payroll - Salaried	\$21,430.44	\$0.00	\$0.00	\$0.00	\$21,430.44
	70010-5950-100	Gross Payroll - Hourly	\$155,291.24	\$27,819.11	\$5,084.83	\$22,734.28	\$178,025.52
	70010-5950-200	Gross Payroll - Hourly	\$79,526.37	\$17,944.85	\$4,289.13	\$13,655.72	\$93,182.09
	70010-5950-600	Gross Payroll - Hourly	\$38,835.52	\$7,979.16	\$1,852.33	\$6,126.83	\$44,962.35
	70010-5950-900	Gross Payroll - Hourly	\$398.93	\$75.68	\$44.73	\$30.95	\$429.88
	70010-5950-950	Gross Payroll - Hourly	\$3,271.15	\$1,620.62	\$566.75	\$1,053.87	\$4,325.02
	71000-5950-100	Payroll Tax - FICA	\$17,160.55	\$2,829.59	\$639.73	\$2,189.86	\$19,350.41
	71000-5950-200	Payroll Tax - FICA	\$6,302.34	\$1,397.62	\$328.12	\$1,069.50	\$7,371.84
	71000-5950-600	Payroll Tax - FICA	\$4,702.13	\$893.14	\$208.91	\$684.23	\$5,386.36
	71000-5950-900	Payroll Tax - FICA	\$5,722.04	\$783.37	\$286.21	\$497.16	\$6,219.20
	71000-5950-950	Payroll Tax - FICA	\$1,898.02	\$123.96	\$43.36	\$80.60	\$1,978.62
	71010-5950-100	Payroll Tax - UC	\$636.60	\$18.49	\$0.00	\$18.49	\$655.09
	71010-5950-200	Payroll Tax - UC	\$583.87	\$123.11	\$0.00	\$123.11	\$706.98
	71010-5950-600	Payroll Tax - UC	\$278.26	\$41.30	\$0.00	\$41.30	\$319.56
	71010-5950-900	Payroll Tax - UC	\$112.70	\$0.66	\$0.00	\$0.66	\$113.36
	71010-5950-950	Payroll Tax - UC	\$57.38	\$0.00	\$0.00	\$0.00	\$57.38
	71020-5950-100	Payroll Tax - WC	\$4,445.74	\$589.53	\$0.00	\$589.53	\$5,035.27
	71020-5950-200	Payroll Tax - WC	\$1,498.69	\$268.84	\$0.00	\$268.84	\$1,767.53
	71020-5950-600	Payroll Tax - WC	\$1,183.14	\$189.87	\$0.00	\$189.87	\$1,373.01
	71020-5950-900	Payroll Tax - WC	\$1,693.80	\$232.38	\$0.00	\$232.38	\$1,926.18
	71020-5950-950	Payroll Tax - WC	\$440.82	\$0.00	\$0.00	\$0.00	\$440.82
	71030-5950-100	Benefits	\$14,351.57	\$6,328.08	\$3,712.53	\$2,615.55	\$16,967.12
	71030-5950-200	Benefits	(\$154.64)	\$374.99	\$369.98	\$5.01	(\$149.63)
	71030-5950-600	Benefits	\$4,497.67	\$1,185.07	\$572.28	\$612.79	\$5,110.46
	71030-5950-900	Benefits	\$19,741.00	\$4,781.87	\$2,191.93	\$2,589.94	\$22,330.94
	71030-5950-950	Benefits	\$315.51	\$101.30	\$81.04	\$20.26	\$335.77
	80110-5950-200	Cart Supplies	\$700.54	\$0.00	\$0.00	\$0.00	\$700.54
	80120-5950-100	Chemicals	\$3,774.65	\$462.00	\$0.00	\$462.00	\$4,236.65
	80170-5950-100	Course Accessories	\$5,081.15	\$0.00	\$0.00	\$0.00	\$5,081.15
	80230-5950-100	Fertilizer	\$38,700.04	\$6,054.25	\$1,551.88	\$4,502.37	\$43,202.41
	80250-5950-100	Flowers/Decor	\$1,467.26	\$0.00	\$0.00	\$0.00	\$1,467.26
	80270-5950-100	Fuel	\$10,371.60	\$906.22	\$0.00	\$906.22	\$11,277.82
	80280-5950-100	Fungicides	\$1,266.92	\$0.00	\$0.00	\$0.00	\$1,266.92
	80320-5950-100	Herbicides	\$20,744.09	\$9,047.98	\$0.00	\$9,047.98	\$29,792.07
	80370-5950-100	Insecticides	\$1,029.19	\$2,456.00	\$0.00	\$2,456.00	\$3,485.19
	80380-5950-900	Janitorial Supplies	\$5,009.05	\$377.30	\$0.00	\$377.30	\$5,386.35
	80420-5950-900	Laundry/Uniforms	\$1,504.31	\$0.00	\$0.00	\$0.00	\$1,504.31
	80520-5950-600	Office Supplies	\$138.46	\$0.00	\$0.00	\$0.00	\$138.46
	80520-5950-900	Office Supplies	\$5,124.88	\$341.67	\$0.00	\$341.67	\$5,466.55
	80590-5950-600	Printing	\$1,090.00	\$0.00	\$0.00	\$0.00	\$1,090.00
	80590-5950-900	Printing	\$15.50	\$0.00	\$0.00	\$0.00	\$15.50
	80610-5950-220	Range Balls	\$5,792.14	\$0.00	\$0.00	\$0.00	\$5,792.14
	80620-5950-220	Range Equipment	\$671.81	\$0.00	\$0.00	\$0.00	\$671.81
	80630-5950-220	Range Expenses	\$1,557.41	\$0.00	\$0.00	\$0.00	\$1,557.41
	80690-5950-100	Sand/Topdress	\$4,961.01	\$3,245.22	\$0.00	\$3,245.22	\$8,206.23
	80710-5950-100	Seeds/Trees	\$7,010.00	\$0.00	\$0.00	\$0.00	\$7,010.00
	80730-5950-100	Small Tools	\$492.93	\$0.00	\$0.00	\$0.00	\$492.93
	80770-5950-100	Staff/Volunteer Uniforms	\$405.19	\$0.00	\$0.00	\$0.00	\$405.19
	80780-5950-200	Supplies	\$2,906.01	\$403.48	\$0.00	\$403.48	\$3,309.49
	80780-5950-600	Supplies	\$3,566.88	\$0.00	\$0.00	\$0.00	\$3,566.88
	80810-5950-600	Tournament Expense	\$1,317.39	\$0.00	\$0.00	\$0.00	\$1,317.39
	81010-5950-900	Alarm System	\$1,187.46	\$139.00	\$0.00	\$139.00	\$1,326.46
	81090-5950-200	Cart Repairs	\$1,602.62	\$0.00	\$0.00	\$0.00	\$1,602.62
	81130-5950-900	Computer Service	\$2,894.53	\$865.34	\$21.59	\$843.75	\$3,738.28
	81140-5950-900	Contract Cleaning	\$4,730.90	\$650.00	\$0.00	\$650.00	\$5,380.90
	81200-5950-900	Guest Relations	\$8,258.39	\$2,745.00	\$2,745.00	\$0.00	\$8,258.39
	81220-5950-600	Handicap Expense	\$6,034.00	\$0.00	\$0.00	\$0.00	\$6,034.00
	81250-5950-100	Irrigation	\$4,532.63	\$1,207.66	\$350.63	\$857.03	\$5,389.66

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81340-5950-100	Repair & Maint - Paths	\$171.47	\$79.96	\$0.00	\$79.96	\$251.43
	81350-5950-100	Repair & Maint - Equipment	\$14,413.66	\$3,647.08	\$0.00	\$3,647.08	\$18,060.74
	81350-5950-220	Repair & Maint - Equipment	\$3,200.00	\$0.00	\$0.00	\$0.00	\$3,200.00
	81350-5950-900	Repair & Maint - Equipment	\$678.83	\$77.28	\$0.00	\$77.28	\$756.11
	81360-5950-100	Repair & Maint - Building	\$1,253.49	\$0.00	\$0.00	\$0.00	\$1,253.49
	81360-5950-900	Repair & Maint - Building	\$3,092.31	\$2,363.00	\$20.90	\$2,342.10	\$5,434.41
	82000-5950-200	Cart Lease	\$60,039.00	\$8,577.00	\$0.00	\$8,577.00	\$68,616.00
	82020-5950-100	Equipment Lease	\$49,980.00	\$7,140.00	\$0.00	\$7,140.00	\$57,120.00
	82060-5950-900	Off-Site Storage	\$1,442.00	\$206.00	\$0.00	\$206.00	\$1,648.00
	83000-5950-100	Utilities - Electric	\$1,961.76	\$289.53	\$0.00	\$289.53	\$2,251.29
	83000-5950-200	Utilities - Electric	\$4,542.29	\$710.56	\$0.00	\$710.56	\$5,252.85
	83020-5950-100	Utilities - Other	\$12,575.33	\$2,141.90	\$0.00	\$2,141.90	\$14,717.23
	83020-5950-900	Utilities - Other	\$14,122.94	\$2,805.53	\$820.00	\$1,985.53	\$16,108.47
	83030-5950-900	Utilities - Telephone/Fax	\$1,434.44	\$195.99	\$0.00	\$195.99	\$1,630.43
	83050-5950-100	Utilities - Water	\$1,611.79	\$204.36	\$0.00	\$204.36	\$1,816.15
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$6,947.49	\$2,531.75	\$50.00	\$2,481.75	\$9,429.24
	84110-5950-950	Adv/Promo - Website	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	85020-5950-900	Bank Charges	\$2,478.37	\$263.86	\$6.64	\$257.22	\$2,735.59
	85050-5950-900	Cash Short/(Over)	(\$242.99)	\$548.77	\$273.14	\$275.63	\$32.64
	85060-5950-900	Cell Phone	\$1,680.00	\$240.00	\$0.00	\$240.00	\$1,920.00
	85070-5950-900	City Surcharge R & R	\$25,838.39	\$3,396.74	\$0.00	\$3,396.74	\$29,235.13
	85120-5950-900	Credit Card Discounts	\$32,437.09	\$5,875.93	\$12.84	\$5,863.09	\$38,300.18
	85140-5950-900	Donations	(\$10.00)	\$0.00	\$0.00	\$0.00	(\$10.00)
	85150-5950-900	Dues & Subscriptions	\$1,055.00	\$987.49	\$0.00	\$987.49	\$2,042.49
	85160-5950-100	Education & Training	\$670.00	\$0.00	\$0.00	\$0.00	\$670.00
	85190-5950-100	Employee Relations	\$578.05	\$101.25	\$0.00	\$101.25	\$679.30
	85190-5950-900	Employee Relations	\$4,712.00	\$816.02	\$75.00	\$741.02	\$5,453.02
	85200-5950-100	Employee Testing	\$65.61	\$0.00	\$0.00	\$0.00	\$65.61
	85280-5950-900	Insurance Expense	\$53,725.84	\$7,675.12	\$0.00	\$7,675.12	\$61,400.96
	85320-5950-900	Member Relations	(\$4,108.48)	\$324.60	\$0.00	\$324.60	(\$3,783.88)
	85340-5950-900	Miscellaneous	\$8.23	\$0.00	\$0.00	\$0.00	\$8.23
	85390-5950-900	O/S - Accounting	\$15,500.00	\$0.00	\$0.00	\$0.00	\$15,500.00
	85430-5950-100	O/S - Other	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00
	85480-5950-900	Payroll Processing Fee	\$3,111.75	\$451.93	\$0.00	\$451.93	\$3,563.68
	85490-5950-900	Postage/Shipping	\$1,438.00	\$246.32	\$156.39	\$89.93	\$1,527.93
	85610-5950-900	Tax/Licenses/Fees	(\$140.01)	\$0.00	\$30.00	(\$30.00)	(\$170.01)
	85710-5950-900	Travel - Meals	\$245.97	\$0.00	\$0.00	\$0.00	\$245.97
	85720-5950-900	Travel - Other	\$9,824.93	\$917.38	\$0.00	\$917.38	\$10,742.31
	89020-5950-900	Employee Meals	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
	90000-5950-900	Management Fee	\$44,673.85	\$6,400.00	\$0.00	\$6,400.00	\$51,073.85
	98020-5950-900	Deprec - Mach & Equip	\$161.84	\$23.12	\$0.00	\$23.12	\$184.96
	98040-5950-900	Deprec - Buildings	\$506.87	\$72.41	\$0.00	\$72.41	\$579.28
	R002A-5950-100	Rounds - Annual	10,939.00	351.00	0.00	351.00	11,290.00
	R003A-5950-100	Rounds - Group	14,119.00	0.00	0.00	0.00	14,119.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	1,437.00	72.00	0.00	72.00	1,509.00
	R007A-5950-100	Rounds - Green Fee - League	14,884.00	58.00	0.00	58.00	14,942.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	6,006.00	329.00	0.00	329.00	6,335.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	564.00	27.00	0.00	27.00	591.00
	R012A-5950-100	Rounds - Green Fee - Outing	7,921.00	271.00	0.00	271.00	8,192.00
	R014A-5950-100	Rounds - Resident	47,727.00	2,140.00	0.00	2,140.00	49,867.00
	R015A-5950-100	Rounds - Green Fee - Senior	18,722.00	997.00	0.00	997.00	19,719.00
	R016A-5950-100	Rounds - Green Fee - Staff	4,021.00	152.00	0.00	152.00	4,173.00
	R017A-5950-100	Rounds - Green Fee - Trade	2,948.00	75.00	0.00	75.00	3,023.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	274.00	61.00	0.00	61.00	335.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWd-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00

TRIAL BALANCE SUMMARY FOR 2022
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

**The Golf Club at Cypress Head
Course Cash Flow Report
May 31, 2023**

	<u>May</u>	<u>YTD</u>
EBITDA	\$10,593.75	\$251,875.27
Management Fee Expense	(6,400.00)	(51,073.85)
Depreciation & Amortization	(95.53)	(764.24)
Net Income	4,098.22	200,037.18
Working Capital Changes		
Inventory	(7,710.73)	(73,365.67)
Receivables	2,478.79	93,462.49
Payables	(20,432.97)	35,036.28
Due to from the City	265.25	973.68
Prepays	6,860.96	24,366.57
Accrued Liabilities	396.57	18,203.49
Other Liabilities	(12,087.42)	(113,649.91)
Depreciation & Amortization	95.53	764.24
Operating Cash Flow	(26,035.80)	185,828.35
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(26,035.80)</u>	<u>185,828.35</u>
Beginning Cash	467,297.39	255,433.24
Net Cash Flows	<u>(26,035.80)</u>	<u>185,828.35</u>
Ending Cash	<u>441,261.59</u>	<u>441,261.59</u>

The Golf Club at Cypress Head

For the Month Ending May 31, 2023

	05/31/22	06/30/22	07/31/22	08/31/22	09/30/22	10/31/22	11/30/22	12/31/22	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23
REVENUES													
Green Fees & Cart Fees	141,552.86	95,476.77	116,104.71	84,541.09	82,527.75	76,416.40	132,017.55	151,836.60	190,652.13	202,987.87	215,490.49	193,774.07	152,982.45
Merchandise	15,134.23	11,876.71	10,206.64	8,434.76	6,106.00	5,732.44	9,609.82	21,332.57	18,588.99	31,512.42	31,817.76	26,833.45	32,725.04
Other Pro Shop	1,976.00	3,805.00	2,048.00	1,165.00	1,067.00	850.00	2,277.06	1,634.60	3,804.00	6,604.00	4,505.00	2,976.50	3,060.00
Range	4,512.00	3,733.68	4,056.10	3,180.02	2,262.58	2,957.24	3,822.98	4,403.90	5,571.07	7,756.67	8,744.83	7,745.13	6,551.80
Other Operating Revenues	3,530.17	2,739.74	3,222.79	2,489.12	2,164.82	1,863.48	3,144.77	3,446.98	4,168.43	4,441.06	4,778.04	3,995.63	3,396.74
TOTAL REVENUE	166,705.26	117,631.90	135,638.24	99,809.99	94,128.15	87,819.56	150,872.18	182,654.65	223,784.62	253,302.02	265,336.12	235,324.78	198,716.03
COST OF SALES													
Merchandise	12,425.01	5,846.96	5,006.48	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70
TOTAL COGS	12,425.01	5,846.96	5,006.48	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70
COGS - Merchandise %	82.1%	49.2%	49.1%	62.4%	60.2%	61.9%	69.2%	76.5%	67.5%	75.0%	67.5%	67.4%	78.9%
PAYROLL													
Course and Grounds	34,468.36	36,189.69	33,649.77	36,966.52	35,185.19	39,929.59	39,739.57	37,444.77	33,288.78	41,234.88	39,656.83	36,721.96	39,379.74
Carts, Range, Starters, Etc.	9,623.80	9,553.91	10,121.42	7,904.02	7,117.30	8,050.49	10,565.72	11,495.02	12,977.07	12,162.64	15,935.90	16,569.79	15,122.18
Pro Shop	6,971.60	8,661.40	8,204.05	6,904.70	6,814.31	6,958.36	9,876.88	9,654.01	10,570.48	11,008.79	12,447.03	11,852.05	11,781.65
General and Administrative	12,937.87	12,853.40	14,007.58	13,195.59	15,210.90	15,107.25	16,222.91	17,041.98	16,983.43	15,566.50	17,303.45	16,471.00	16,256.82
Marketing	6,733.56	4,678.56	4,808.85	3,970.08	5,954.61	3,811.96	3,862.00	5,058.98	3,948.90	4,553.32	3,702.16	2,476.00	1,154.73
TOTAL PAYROLL	70,735.19	71,936.96	70,791.67	68,940.91	70,282.31	73,857.65	80,267.08	80,694.76	77,768.66	84,526.13	89,045.37	84,090.80	83,695.12
OPERATING EXPENSES													
Course and Grounds	29,643.87	26,914.50	28,096.16	26,704.17	40,992.52	32,051.47	16,665.60	22,238.01	22,411.79	32,884.10	29,630.97	27,235.88	38,080.90
Carts, Range, Starters, Etc.	4,919.14	5,245.82	4,226.77	4,372.60	4,791.98	9,137.25	12,405.93	11,790.97	13,003.55	14,509.57	10,386.39	9,778.28	9,691.04
Pro Shop	19.66	5,504.04	257.32	353.48	190.44	179.65	1,524.96	648.62	305.73	5,915.29	2,068.60	1,503.88	0.00
General and Administrative	22,349.22	22,288.52	20,040.95	19,379.21	24,140.22	27,760.94	24,472.89	34,144.79	29,526.11	27,848.02	28,772.72	24,549.16	28,348.77
Marketing	2,710.57	6,158.67	2,002.95	688.48	1,344.02	813.11	1,042.17	2,176.64	836.70	112.46	566.18	6,400.23	2,481.75
TOTAL OPERATING EXPENSE	59,642.46	66,111.55	54,624.15	51,497.94	71,459.18	69,942.42	56,111.45	70,999.03	66,083.88	81,269.44	71,424.86	69,467.41	78,602.46
TOTAL EXPENSES	142,802.66	143,895.47	130,422.30	125,700.93	145,415.30	147,351.29	143,032.57	168,006.89	156,393.93	189,440.87	181,943.27	171,643.59	188,122.28
EBITDA	23,902.60	(26,263.57)	5,215.94	(25,890.94)	(51,287.15)	(59,531.73)	7,839.61	14,647.76	67,390.69	63,861.15	83,392.85	63,681.19	10,593.75

For the Month Ending May 31, 2023

[illegible]

The Golf Club at Cypress Head

For the Eight Months Ending May 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
152,982	132,694	115%	141,553	108%	Green Fees & Cart Fees	1,316,158	1,161,978	113%	1,179,165	112%	1,525,011	1,694,808
32,725	6,800	481%	15,134	216%	Merchandise	178,152	80,300	222%	89,067	200%	110,100	214,777
3,060	620	494%	1,976	155%	Other Pro Shop	25,711	14,190	181%	15,833	162%	20,520	33,796
6,552	4,800	136%	4,512	145%	Range	48,554	38,600	126%	38,364	127%	52,400	61,786
3,397	3,400	100%	3,530	96%	Other Operating Revenues	29,235	28,300	103%	29,469	99%	38,100	39,852
198,716	148,314	134%	166,705	119%	TOTAL REVENUE	1,597,810	1,323,368	121%	1,351,898	118%	1,746,131	2,045,018
COST OF SALES												
25,825	4,352	593%	12,425	208%	Merchandise	128,088	51,392	249%	59,152	217%	70,464	147,878
25,825	4,352	593%	12,425	208%	TOTAL COGS	128,088	51,392	249%	59,152	217%	70,464	147,878
78.9%	64.0%	123.3%	82.1%	96.1%	COGS - Merchandise %	71.9%	64.0%	112.3%	66.4%	108.3%	64.0%	784.8%
PAYROLL												
39,380	38,176	103%	34,468	114%	Course and Grounds	307,396	302,246	102%	288,595	107%	452,813	449,387
15,122	9,172	165%	9,624	157%	Carts, Range, Starters, Etc.	102,879	71,707	143%	73,365	140%	107,804	137,575
11,782	8,157	144%	6,972	168%	Pro Shop	84,149	63,452	133%	56,823	148%	96,444	114,734
16,257	14,847	109%	12,938	126%	General and Administrative	130,953	116,873	112%	103,400	127%	176,060	186,221
1,155	4,347	27%	6,734	17%	Marketing	28,568	34,092	84%	39,379	73%	51,481	47,980
83,695	74,700	112%	70,735	118%	TOTAL PAYROLL	653,946	588,170	111%	561,563	116%	884,602	935,897
OPERATING EXPENSES												
38,081	39,471	96%	29,644	128%	Course and Grounds	221,199	224,318	99%	184,265	120%	342,652	343,906
9,691	6,500	149%	4,919	197%	Carts, Range, Starters, Etc.	90,703	56,850	160%	46,207	196%	82,450	109,340
0	150	0%	20	0%	Pro Shop	12,147	5,825	209%	4,768	255%	7,575	18,452
28,349	19,210	148%	22,349	127%	General and Administrative	225,423	178,518	126%	182,871	123%	250,742	311,272
2,482	1,000	248%	2,711	92%	Marketing	14,429	11,400	127%	13,692	105%	23,400	24,623
78,602	66,331	119%	59,642	132%	TOTAL OPERATING EXPENSES	563,901	476,911	118%	431,802	131%	706,819	807,594
188,122	145,383	129%	142,803	132%	TOTAL EXPENSES	1,345,935	1,116,473	121%	1,052,517	128%	1,661,885	1,891,369
10,594	2,931	361%	23,903	44%	EBITDA	251,875	206,895	122%	299,381	84%	84,246	153,650

The Golf Club at Cypress Head

For the Eight Months Ending May 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
10,594	2,931	361%	23,903	44%	EBITDA	251,875	206,895	122%	299,381	84%	84,246	153,650
(6,400)	(6,434)	99%	(6,307)	101%	MANAGEMENT FEES	(51,074)	(51,472)	99%	(50,460)	101%	(77,208)	(76,430)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(764)	(764)	100%	(764)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(764)	(764)	100%	(764)	100%	(1,146)	(1,146)
4,098	(3,598)	-114%	17,500	23%	NET INCOME	200,037	154,658	129%	248,157	81%	5,892	76,073
3,928	3,411	115%	3,727	105%	Paid Rounds	32,155	27,777	116%	31,462	102%	37,780	43,422
351	477	74%	400	88%	Annual Pass Rounds	2,866	2,948	97%	3,168	90%	4,748	4,104
254	188	135%	301	84%	Other Rounds	2,008	1,779	113%	2,118	95%	2,636	2,926
4,533	4,076	111%	4,428	102%	Total Rounds	37,029	32,504	114%	36,748	101%	45,164	50,452
51	43	116%	45	113%	Revenue/Paid Rounds	50	48	104%	43	116%	46	552
44	36	120%	38	116%	Revenue/Total Rounds	43	41	106%	37	117%	39	474



June 22, 2023

Robin Fenwick
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for May 2023 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING MAY 2023								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 98,388	\$ 85,034	\$ 13,354		\$ 879,148	\$ 781,738	\$ 741,270	\$ 97,410
Cart Fees	\$ 54,594	\$ 47,660	\$ 6,934		\$ 437,010	\$ 380,240	\$ 437,895	\$ 56,770
Range	\$ 6,552	\$ 4,800	\$ 1,752		\$ 48,554	\$ 38,600	\$ 38,364	\$ 9,954
Pro- Shop Revenues	\$ 35,785	\$ 7,420	\$ 28,365		\$ 203,864	\$ 94,490	\$ 104,900	\$ 109,374
City Surcharge R/R	\$ 3,397	\$ 3,400	\$ (3)		\$ 29,235	\$ 28,300	\$ 29,469	\$ 935
Total Revenue	\$ 198,716	\$ 148,314	\$ 50,402		\$ 1,597,811	\$ 1,323,368	\$ 1,351,898	\$ 274,443
Cost of Sales	\$ 25,825	\$ 4,352	\$ 21,473		\$ 128,088	\$ 51,392	\$ 59,152	\$ 76,696
Merchandise	\$ 25,825	\$ 4,352	\$ 21,473	67%	\$ 128,088	\$ 51,392	\$ 59,152	\$ 76,696 70%
Gross Margin	\$ 172,891	\$ 143,962	\$ 28,929		\$ 1,469,723	\$ 1,271,976	\$ 1,292,746	\$ 197,747
Total Payroll	\$ 83,695	\$ 74,700	\$ 8,995		\$ 653,946	\$ 588,170	\$ 561,563	\$ 65,776
Total Operating Expenses	\$ 78,602	\$ 66,331	\$ 12,271		\$ 563,901	\$ 476,911	\$ 431,802	\$ 86,990
EBITDA	\$ 10,594	\$ 2,931	\$ 7,663		\$ 251,876	\$ 206,895	\$ 299,381	\$ 44,981
Other Expenses	\$ 6,496	\$ 6,530	\$ (34)		\$ 51,838	\$ 52,236	\$ 51,224	\$ (398)
Management Fee	\$ 6,400	\$ 6,434	\$ (34)		\$ 51,074	\$ 51,472	\$ 50,460	\$ (398)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 764	\$ 764	\$ 764	\$ -
Net Cash From Ops	\$ 4,098	\$ (3,599)	\$ 7,697		\$ 200,038	\$ 154,659	\$ 248,157	\$ 45,379
Rounds								
Total Rounds	4,533	4,076	457		37,029	32,504	36,748	4,525
Paid Rounds	3,928	3,411	517		32,155	27,777	31,462	4,378
Avg. GF/CF Total rounds	\$33.75	\$32.55	\$ 1.19		\$35.54	\$35.75	\$32.09	\$ (0.20)
Avg. GF/CF Paid rounds	\$38.95	\$38.90	\$ 0.04		\$40.93	\$41.83	\$37.48	\$ (0.90)
Avg. Merchandise/round	\$7.89	\$1.82	\$ 6.07		\$5.51	\$2.91	\$2.85	\$ 2.60

Overview:

- Total revenues for May finished well ahead of projected budget for the month. With over 4" of rain recorded in May, the golf course realized 5 unplayable days, and 3 others significantly affected by forecasts/intermittent weather. We also aerated the greens on May 23, with the final week light with play and very rainy. Total Revenues came in at \$198.7K and exceeded budget by 34%. We played 4,533 total rounds to a budget of 4,076 (over by 457).
- Total Payroll for the month was \$83.7K, over by \$11.1K. Total Operating Expenses were \$78.6K.
- Rounds exceeded budget by 11%, range revenue (\$6.6K) exceeded budget by \$1.8K and the upgraded range experience is getting rave reviews.
- Exceeded EBITDA projections, \$10.6K with a budget of \$2.9K, even with 4 rained out days and the final week of aerated greens.

CAPEX Projects:

Our CAPEX plan for 2024 has been submitted. We are working on getting our replacement equipment schedule dialed in as the supply chain remains very back logged.

Tee Sheet Activity:

- There were 4,533 total rounds for the month which included 3,928 paid rounds, 351 Annual Pass rounds and 254 other rounds. These numbers reflect an 11% increase over budget and 2% more than prior year.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website and GolfNow.
- Player Assistants continue to be scheduled and mentored. Also, Starters have been implemented to control the flow of play off the first tee. While this presents an increase in payroll, their presence has improved the golf experience and added to our level of service regarding on course attention.

MAY 2023 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	3,928	3,411	3,727	32,155	27,777	31,462
ANNUAL	351	477	400	2,866	2,948	3,168
OTHER	254	188	301	2,008	1,779	2,118
TOTAL ROUNDS	4,533	4,076	4,428	37,029	32,504	36,748

Departmental Summaries:

Course & Grounds

- Our Superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head, and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.
- We saw 4.14" of rain in May, significantly affecting 4 days and costing us about 800+ rounds.
- We aerated tees and fairways throughout the month and the greens in the final week. It was a very successful procedure and the course responded well.

Golf Shop/Carts

- The Golf Shop is looking great and stocked completely with all of our golfers needs (and wants). We exceeded budgeted Golf Shop sales by \$28.3K in May.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. The relatively new fleet of golf carts are performing nicely with just some minor repairs occasionally.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded \$1.7K in lessons in May. We discontinued our Saturday PDP Clinics and Monday Clinics in May and will pick back up in late Summer or Fall.
- The MGA and the WGA have continued their league play for the month and we have seen an increase in players as a result of incredible course conditions and an influx of new home purchases in the area.

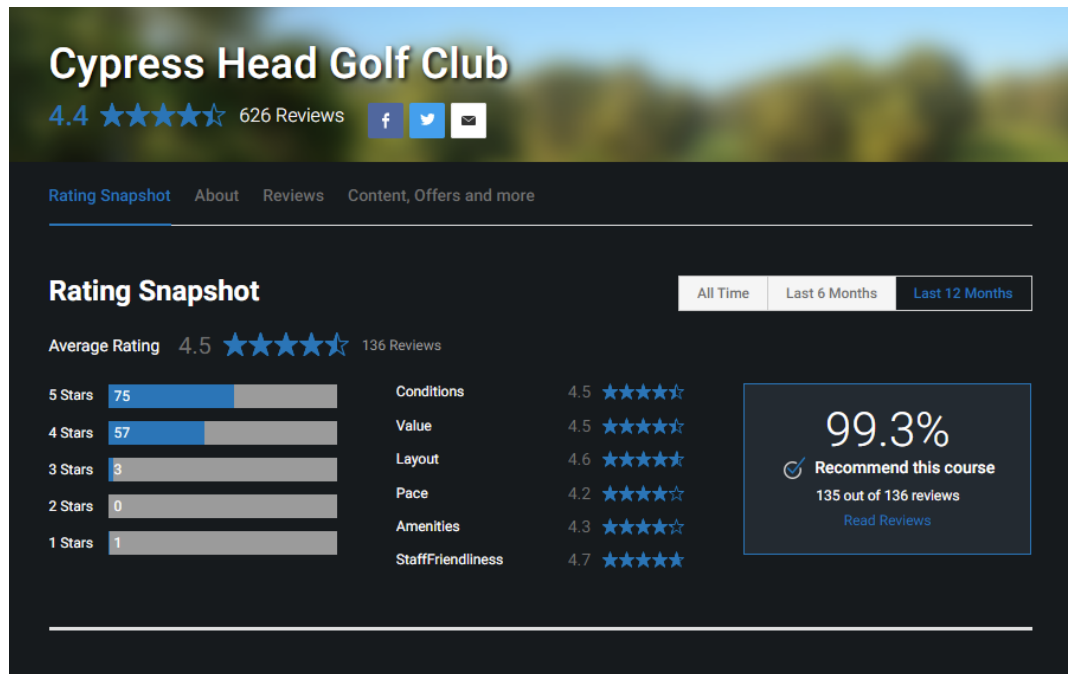


- We hosted 3 large tournaments and several small outings in May with over 375 players, generating \$15K in revenue and rave reviews from the participants.

Marketing and Sales:

- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.
- We continue to maintain our database of emails with approximately 11,139 unique e-mail addresses (+26 from prior month). Our Facebook followers are up to 1,541 (up 32) and Instagram is up to 437 (up 124) followers.
- Nightly surveys continued to be strong in May, highlighted by 162 surveys being submitted and an NPS of 85.2 (Please see table below).
- Outside tournament bookings are very strong as we prepare for the 2023 season.

	Week of 04/30	Week of 05/07	Week of 05/14	Week of 05/21	Week of 05/28	Total	Benchmark
# of responses	45	46	34	19	18	162	
Net Promoter Score							
Property NPS	97.8	73.9 ↓	97.1 ↑	84.2	61.1	85.2	
Key Metrics							
Likelihood to Return	9.9	9.7 ○	10.0 ○	9.8	9.6	9.8	
Overall Experience Satisfaction	9.5	9.0 ○	9.7 ↑	9.5	8.8	9.3	
Service Satisfaction	9.7	9.5 ○	9.9 ○	9.9	9.4	9.7	



We continue to deliver True Service to our members and guests and insure they enjoy their experience here at Cypress Head. With our NPS at 85.2 (with aerated greens) and all vital categories well above 9.0, it is apparent that the team is delivering a “Best in Class” golf experience.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- The team at Cypress Head continues to work well with the entire staff at the Parks & Recreation department to continue providing the “Best in Class” experience for all players.
- Cypress Head installed some new split rail fencing along the mounds approaching 18 green, behind the clubhouse, bringing rave reviews from our guests.



Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management

The Golf Club at Cypress Head
Comparative Income Statement
For the Nine Months Ending June 30, 2023

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	95,477	1,274,642	1,557,815	82%	129,069	1,445,226	1,259,492	115%
Merchandise	11,877	100,943	125,691	80%	34,351	212,503	90,550	235%
Other Pro Shop	3,805	19,638	23,918	82%	2,035	27,746	19,063	146%
Range	3,734	42,098	51,597	82%	6,283	54,837	44,300	124%
Other Operating Revenues	2,740	32,209	40,086	80%	3,232	32,467	36,122	90%
TOTAL REVENUE	117,632	1,469,530	1,799,106	82%	174,969	1,772,779	1,449,526	122%
COST OF SALES								
Merchandise	5,847	64,999	78,941	82%	24,863	152,951	55,236	277%
TOTAL COGS	5,847	64,999	78,941	82%	24,863	152,951	55,236	277%
COGS - Merchandise %	49.2%	64.4%	62.8%	102.5%	72.4%	72.0%	61.0%	118.0%
PAYROLL								
Course and Grounds	36,190	324,785	430,587	75%	36,085	343,481	416,997	82%
Carts, Range, Starters, Etc.	9,554	82,919	108,062	77%	15,121	118,000	98,064	120%
Pro Shop	8,661	65,484	87,407	75%	11,620	95,769	85,253	112%
General and Administrative	12,853	116,254	158,668	73%	16,676	147,629	160,946	92%
Marketing	4,679	44,058	58,791	75%	2,079	30,647	48,841	63%
TOTAL PAYROLL	71,937	633,500	843,515	75%	81,581	735,526	810,100	91%
OPERATING EXPENSES								
Course and Grounds	26,915	211,179	306,972	69%	26,451	247,650	264,162	94%
Carts, Range, Starters, Etc.	5,246	51,453	64,844	79%	10,693	101,396	88,006	115%
Pro Shop	5,504	10,272	11,073	93%	243	12,389	7,085	175%
General and Administrative	22,289	205,159	268,720	76%	23,006	248,429	227,125	109%
Marketing	6,159	19,851	23,886	83%	3,968	18,397	23,190	79%
TOTAL OPERATING EXPENSES	66,112	497,914	675,495	74%	64,361	628,262	609,568	103%
TOTAL EXPENSES	143,895	1,196,413	1,597,951	75%	170,804	1,516,739	1,474,903	103%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,307)	(56,767)	(75,816)	75%	(6,400)	(57,474)	(76,432)	75%
Depreciation & Amortization	(96)	(860)	(1,146)	75%	(96)	(860)	(1,146)	75%
TOTAL OTHER INCOME (EXPENSE)	(6,403)	(57,627)	(76,962)	75%	(6,496)	(58,334)	(77,578)	75%
NET INCOME	(32,667)	215,490	124,193	174%	(2,331)	197,707	(102,955)	-192%
=====								
Paid Rounds	3,034	34,496	42,729		3,889	36,044	37,780	
Annual Pass Rounds	313	3,481	4,406		325	3,191	4,748	
Other Rounds	241	2,359	3,036		282	2,290	2,636	
Total Rounds	3,588	40,336	50,171		4,496	41,525	45,164	
Revenue/Paid Rounds	39	43	42		45	49	46	
Revenue/Total Rounds	33	36	36		39	43	39	

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

General Ledger

Ranges:

Date:

Account:

From:

6/1/2023

First

To:

6/30/2023

Last

Sorted By:

Account

Include:

Posting, Unit

Print Currency In:

Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$419,825.98	\$165,695.75	\$231,796.79	(\$66,101.04)	\$353,724.94
	10050-5950-900	Cash - Course Payroll BMO	\$20,085.61	\$68,320.83	\$61,777.56	\$6,543.27	\$26,628.88
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$347.15	\$41,092.27	\$27,911.46	\$13,180.81	\$13,527.96
	12000-5950-900	Inventory - Merchandise	\$94,543.05	\$29,211.76	\$25,714.85	\$3,496.91	\$98,039.96
	13020-5950-900	Prepaid Insurance	\$6,891.98	\$46,289.60	\$6,891.98	\$39,397.62	\$46,289.60
	13040-5950-900	Prepaid Exp - Other	\$20,485.68	\$0.00	\$12,194.84	(\$12,194.84)	\$8,290.84
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,901.90)	\$0.00	\$23.12	(\$23.12)	(\$4,925.02)
	22080-5950-900	Accum. Deprec - Buildings	(\$26,976.99)	\$0.00	\$72.41	(\$72.41)	(\$27,049.40)
	30000-5950-900	Accts Pay - Trade	(\$62,976.02)	\$126,375.46	\$135,027.83	(\$8,652.37)	(\$71,628.39)
	30040-5950-900	Accts Pay - Other	(\$123,803.56)	\$16,179.12	\$16,295.58	(\$116.46)	(\$123,920.02)
	31000-5950-900	Accrued Expenses	\$0.00	\$0.00	\$800.00	(\$800.00)	(\$800.00)
	31020-5950-900	Accrued Payroll	(\$37,164.34)	\$25,662.19	\$35,558.32	(\$9,896.13)	(\$47,060.47)
	31080-5950-900	Accrued Tips Payable	(\$364.00)	\$3,087.00	\$2,823.00	\$264.00	(\$100.00)
	31220-5950-900	Accrued Sales Tax	(\$11,667.57)	\$11,667.57	\$9,502.79	\$2,164.78	(\$9,502.79)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,231.72	\$3,231.72	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$5,483.44)	\$1,077.57	\$2,326.90	(\$1,249.33)	(\$6,732.77)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$35,418.88)	\$36,826.31	\$15,815.00	\$21,011.31	(\$14,407.57)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$10,496.21)	\$2,624.03	\$0.00	\$2,624.03	(\$7,872.18)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$12,077.72)	\$3,019.44	\$0.00	\$3,019.44	(\$9,058.28)
	32070-5950-900	Deferred Rev - Gift Cards	(\$34,855.20)	\$1,910.71	\$2,385.00	(\$474.29)	(\$35,329.49)
	32100-5950-900	Deferred Rev - Credit Books	(\$9,957.66)	\$855.46	\$1,504.65	(\$649.19)	(\$10,606.85)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$23,297.59)	\$6,196.49	\$0.00	\$6,196.49	(\$17,101.10)
	49020-5950-900	Retained Earnings - Current	(\$199.13)	\$0.00	\$0.00	\$0.00	(\$199.13)
	50000-5950-100	Green Fees - Annual Pass	(\$44,327.63)	\$0.00	\$5,643.47	(\$5,643.47)	(\$49,971.10)
	5002A-5950-100	Green Fee - Annual	(\$332.72)	\$0.00	\$0.00	\$0.00	(\$332.72)
	5003A-5950-100	Green Fee - Group	(\$88,140.53)	\$0.00	\$2,534.66	(\$2,534.66)	(\$90,675.19)
	50040-5950-100	Green Fees - Member	(\$5,383.04)	\$640.58	\$0.00	\$640.58	(\$4,742.46)
	5005A-5950-100	Green Fee - Hotel	(\$50.74)	\$0.00	\$0.00	\$0.00	(\$50.74)
	5006A-5950-100	Green Fee - Junior	(\$1,041.67)	\$0.00	\$562.32	(\$562.32)	(\$1,603.99)
	50070-5950-100	Green Fees - (surcharge)	(\$29,912.82)	\$3,231.72	\$6,463.44	(\$3,231.72)	(\$33,144.54)
	5007A-5950-100	Green Fee - League	(\$76,858.33)	\$0.00	\$848.00	(\$848.00)	(\$77,706.33)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$94,910.05)	\$0.00	\$11,477.76	(\$11,477.76)	(\$106,387.81)
	5012A-5950-100	Green Fee - Outing	(\$61,808.97)	\$230.00	\$8,661.42	(\$8,431.42)	(\$70,240.39)
	5014A-5950-100	Green Fee - Resident	(\$275,906.09)	\$2,183.69	\$30,063.08	(\$27,879.39)	(\$303,785.48)
	5015A-5950-100	Green Fee - Senior	(\$197,175.14)	\$0.00	\$20,253.41	(\$20,253.41)	(\$217,428.55)
	5016A-5950-100	Green Fee - Staff	(\$1.00)	\$0.00	\$0.00	\$0.00	(\$1.00)
	5017A-5950-100	Green Fee - Trade	(\$92.00)	\$0.00	\$16.06	(\$16.06)	(\$108.06)
	5018A-5950-100	Green Fee - Twilight	(\$58.90)	\$0.00	\$0.00	\$0.00	(\$58.90)
	5019A-5950-100	Green Fee - Wholesale	(\$3,148.13)	\$6.71	\$106.98	(\$100.27)	(\$3,248.40)
	50500-5950-200	Cart Fee 18	(\$378,169.89)	\$0.00	\$42,534.28	(\$42,534.28)	(\$420,704.17)
	50520-5950-200	Cart Fee - Annual Trail	(\$58,839.91)	\$0.00	\$6,196.49	(\$6,196.49)	(\$65,036.40)
	52090-5950-600	Handicap Fee	(\$5,214.00)	\$0.00	\$50.00	(\$50.00)	(\$5,264.00)
	52150-5950-600	Lessons	(\$14,707.50)	\$0.00	\$930.00	(\$930.00)	(\$15,637.50)
	52280-5950-600	Rental Clubs	(\$5,789.66)	\$0.00	\$1,055.00	(\$1,055.00)	(\$6,844.66)
	52310-5950-600	Retail	(\$178,152.49)	\$0.00	\$34,350.55	(\$34,350.55)	(\$212,503.04)
	53050-5950-220	Range Pass Revenue	(\$48,553.62)	\$0.00	\$6,283.24	(\$6,283.24)	(\$54,836.86)
	56120-5950-100	City Surcharge R & R	(\$29,235.13)	\$0.00	\$3,231.72	(\$3,231.72)	(\$32,466.85)
	60000-5950-600	COGS - Merchandise - Accessories	\$128,088.17	\$24,862.73	\$0.00	\$24,862.73	\$152,950.90
	70000-5950-100	Gross Payroll - Salaried	\$87,362.71	\$15,295.80	\$4,312.50	\$10,983.30	\$98,346.01

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70000-5950-600	Gross Payroll - Salaried	\$26,997.51	\$5,486.16	\$1,366.33	\$4,119.83	\$31,117.34
	70000-5950-900	Gross Payroll - Salaried	\$99,933.78	\$17,395.61	\$4,863.93	\$12,531.68	\$112,465.46
	70000-5950-950	Gross Payroll - Salaried	\$21,430.44	\$0.00	\$0.00	\$0.00	\$21,430.44
	70010-5950-100	Gross Payroll - Hourly	\$178,025.52	\$27,411.68	\$7,717.33	\$19,694.35	\$197,719.87
	70010-5950-200	Gross Payroll - Hourly	\$93,182.09	\$17,941.63	\$4,276.75	\$13,664.88	\$106,846.97
	70010-5950-600	Gross Payroll - Hourly	\$44,962.35	\$7,744.95	\$2,050.92	\$5,694.03	\$50,656.38
	70010-5950-900	Gross Payroll - Hourly	\$429.88	\$82.83	\$0.00	\$82.83	\$512.71
	70010-5950-950	Gross Payroll - Hourly	\$4,325.02	\$1,916.70	\$0.00	\$1,916.70	\$6,241.72
	71000-5950-100	Payroll Tax - FICA	\$19,350.41	\$3,149.15	\$590.38	\$2,558.77	\$21,909.18
	71000-5950-200	Payroll Tax - FICA	\$7,371.84	\$1,439.19	\$327.18	\$1,112.01	\$8,483.85
	71000-5950-600	Payroll Tax - FICA	\$5,386.36	\$1,155.56	\$156.87	\$998.69	\$6,385.05
	71000-5950-900	Payroll Tax - FICA	\$6,219.20	\$1,156.47	\$0.00	\$1,156.47	\$7,375.67
	71000-5950-950	Payroll Tax - FICA	\$1,978.62	\$146.64	\$0.00	\$146.64	\$2,125.26
	71010-5950-100	Payroll Tax - UC	\$655.09	\$8.21	\$0.00	\$8.21	\$663.30
	71010-5950-200	Payroll Tax - UC	\$706.98	\$107.93	\$0.00	\$107.93	\$814.91
	71010-5950-600	Payroll Tax - UC	\$319.56	\$24.82	\$0.00	\$24.82	\$344.38
	71010-5950-900	Payroll Tax - UC	\$113.36	\$0.42	\$0.00	\$0.42	\$113.78
	71010-5950-950	Payroll Tax - UC	\$57.38	\$0.00	\$0.00	\$0.00	\$57.38
	71020-5950-100	Payroll Tax - WC	\$5,035.27	\$544.32	\$0.00	\$544.32	\$5,579.59
	71020-5950-200	Payroll Tax - WC	\$1,767.53	\$230.25	\$0.00	\$230.25	\$1,997.78
	71020-5950-600	Payroll Tax - WC	\$1,373.01	\$168.56	\$0.00	\$168.56	\$1,541.57
	71020-5950-900	Payroll Tax - WC	\$1,926.18	\$223.44	\$0.00	\$223.44	\$2,149.62
	71020-5950-950	Payroll Tax - WC	\$440.82	\$0.00	\$0.00	\$0.00	\$440.82
	71030-5950-100	Benefits	\$16,967.12	\$6,234.43	\$3,938.44	\$2,295.99	\$19,263.11
	71030-5950-200	Benefits	(\$149.63)	\$474.44	\$468.10	\$6.34	(\$143.29)
	71030-5950-600	Benefits	\$5,110.46	\$1,192.36	\$578.68	\$613.68	\$5,724.14
	71030-5950-900	Benefits	\$22,330.94	\$4,861.03	\$2,180.06	\$2,680.97	\$25,011.91
	71030-5950-950	Benefits	\$335.77	\$77.33	\$61.86	\$15.47	\$351.24
	80110-5950-200	Cart Supplies	\$700.54	\$0.00	\$0.00	\$0.00	\$700.54
	80120-5950-100	Chemicals	\$4,236.65	\$729.00	\$0.00	\$729.00	\$4,965.65
	80170-5950-100	Course Accessories	\$5,081.15	\$1,507.12	\$0.00	\$1,507.12	\$6,588.27
	80230-5950-100	Fertilizer	\$43,202.41	\$7,089.25	\$0.00	\$7,089.25	\$50,291.66
	80250-5950-100	Flowers/Decor	\$1,467.26	\$292.36	\$0.00	\$292.36	\$1,759.62
	80270-5950-100	Fuel	\$11,277.82	\$2,477.02	\$0.00	\$2,477.02	\$13,754.84
	80280-5950-100	Fungicides	\$1,266.92	\$0.00	\$0.00	\$0.00	\$1,266.92
	80320-5950-100	Herbicides	\$29,792.07	\$230.16	\$0.00	\$230.16	\$30,022.23
	80370-5950-100	Insecticides	\$3,485.19	\$0.00	\$0.00	\$0.00	\$3,485.19
	80380-5950-900	Janitorial Supplies	\$5,386.35	\$303.82	\$0.00	\$303.82	\$5,690.17
	80420-5950-900	Laundry/Uniforms	\$1,504.31	\$0.00	\$0.00	\$0.00	\$1,504.31
	80520-5950-600	Office Supplies	\$138.46	\$0.00	\$0.00	\$0.00	\$138.46
	80520-5950-900	Office Supplies	\$5,466.55	\$464.29	\$69.00	\$395.29	\$5,861.84
	80590-5950-600	Printing	\$1,090.00	\$0.00	\$0.00	\$0.00	\$1,090.00
	80590-5950-900	Printing	\$15.50	\$0.00	\$0.00	\$0.00	\$15.50
	80610-5950-220	Range Balls	\$5,792.14	\$0.00	\$0.00	\$0.00	\$5,792.14
	80620-5950-220	Range Equipment	\$671.81	\$504.01	\$0.00	\$504.01	\$1,175.82
	80630-5950-220	Range Expenses	\$1,557.41	\$316.00	\$0.00	\$316.00	\$1,873.41
	80690-5950-100	Sand/Topdress	\$8,206.23	\$1,015.00	\$0.00	\$1,015.00	\$9,221.23
	80710-5950-100	Seeds/Trees	\$7,010.00	\$0.00	\$0.00	\$0.00	\$7,010.00
	80730-5950-100	Small Tools	\$492.93	\$0.00	\$0.00	\$0.00	\$492.93
	80770-5950-100	Staff/Volunteer Uniforms	\$405.19	\$0.00	\$0.00	\$0.00	\$405.19
	80780-5950-200	Supplies	\$3,309.49	\$640.80	\$0.00	\$640.80	\$3,950.29
	80780-5950-600	Supplies	\$3,566.88	\$132.94	\$0.00	\$132.94	\$3,699.82
	80810-5950-600	Tournament Expense	\$1,317.39	\$257.69	\$148.00	\$109.69	\$1,427.08
	81010-5950-900	Alarm System	\$1,326.46	\$139.00	\$0.00	\$139.00	\$1,465.46
	81090-5950-200	Cart Repairs	\$1,602.62	\$0.00	\$0.00	\$0.00	\$1,602.62
	81130-5950-900	Computer Service	\$3,738.28	\$892.84	\$0.00	\$892.84	\$4,631.12
	81140-5950-900	Contract Cleaning	\$5,380.90	\$650.00	\$0.00	\$650.00	\$6,030.90
	81200-5950-900	Guest Relations	\$8,258.39	\$0.00	\$0.00	\$0.00	\$8,258.39
	81220-5950-600	Handicap Expense	\$6,034.00	\$0.00	\$0.00	\$0.00	\$6,034.00
	81250-5950-100	Irrigation	\$5,389.66	\$245.41	\$0.00	\$245.41	\$5,635.07

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81340-5950-100	Repair & Maint - Paths	\$251.43	\$0.00	\$0.00	\$0.00	\$251.43
	81350-5950-100	Repair & Maint - Equipment	\$18,060.74	\$2,434.39	\$0.00	\$2,434.39	\$20,495.13
	81350-5950-220	Repair & Maint - Equipment	\$3,200.00	\$0.00	\$0.00	\$0.00	\$3,200.00
	81350-5950-900	Repair & Maint - Equipment	\$756.11	\$0.00	\$0.00	\$0.00	\$756.11
	81360-5950-100	Repair & Maint - Building	\$1,253.49	\$0.00	\$0.00	\$0.00	\$1,253.49
	81360-5950-900	Repair & Maint - Building	\$5,434.41	\$461.96	\$0.00	\$461.96	\$5,896.37
	82000-5950-200	Cart Lease	\$68,616.00	\$8,577.00	\$0.00	\$8,577.00	\$77,193.00
	82020-5950-100	Equipment Lease	\$57,120.00	\$7,140.00	\$0.00	\$7,140.00	\$64,260.00
	82060-5950-900	Off-Site Storage	\$1,648.00	\$206.00	\$0.00	\$206.00	\$1,854.00
	83000-5950-100	Utilities - Electric	\$2,251.29	\$318.99	\$0.00	\$318.99	\$2,570.28
	83000-5950-200	Utilities - Electric	\$5,252.85	\$655.68	\$0.00	\$655.68	\$5,908.53
	83020-5950-100	Utilities - Other	\$14,717.23	\$2,567.06	\$0.00	\$2,567.06	\$17,284.29
	83020-5950-900	Utilities - Other	\$16,108.47	\$2,653.03	\$266.13	\$2,386.90	\$18,495.37
	83030-5950-900	Utilities - Telephone/Fax	\$1,630.43	\$196.39	\$0.00	\$196.39	\$1,826.82
	83050-5950-100	Utilities - Water	\$1,816.15	\$204.36	\$0.00	\$204.36	\$2,020.51
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$9,429.24	\$3,967.87	\$0.00	\$3,967.87	\$13,397.11
	84110-5950-950	Adv/Promo - Website	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	85020-5950-900	Bank Charges	\$2,735.59	\$239.51	\$46.98	\$192.53	\$2,928.12
	85050-5950-900	Cash Short/(Over)	\$32.64	\$174.37	\$180.03	(\$5.66)	\$26.98
	85060-5950-900	Cell Phone	\$1,920.00	\$240.00	\$0.00	\$240.00	\$2,160.00
	85070-5950-900	City Surcharge R & R	\$29,235.13	\$3,231.72	\$0.00	\$3,231.72	\$32,466.85
	85120-5950-900	Credit Card Discounts	\$38,300.18	\$13,859.81	\$8,993.66	\$4,866.15	\$43,166.33
	85140-5950-900	Donations	(\$10.00)	\$0.00	\$0.00	\$0.00	(\$10.00)
	85150-5950-900	Dues & Subscriptions	\$2,042.49	\$0.00	\$0.00	\$0.00	\$2,042.49
	85160-5950-100	Education & Training	\$670.00	\$165.00	\$0.00	\$165.00	\$835.00
	85190-5950-100	Employee Relations	\$679.30	\$0.00	\$0.00	\$0.00	\$679.30
	85190-5950-900	Employee Relations	\$5,453.02	\$592.80	\$0.00	\$592.80	\$6,045.82
	85200-5950-100	Employee Testing	\$65.61	\$36.11	\$0.00	\$36.11	\$101.72
	85280-5950-900	Insurance Expense	\$61,400.96	\$7,691.98	\$0.00	\$7,691.98	\$69,092.94
	85320-5950-900	Member Relations	(\$3,783.88)	\$0.00	\$0.00	\$0.00	(\$3,783.88)
	85340-5950-900	Miscellaneous	\$8.23	\$0.00	\$0.00	\$0.00	\$8.23
	85390-5950-900	O/S - Accounting	\$15,500.00	\$0.00	\$0.00	\$0.00	\$15,500.00
	85430-5950-100	O/S - Other	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00
	85480-5950-900	Payroll Processing Fee	\$3,563.68	\$462.44	\$0.00	\$462.44	\$4,026.12
	85490-5950-900	Postage/Shipping	\$1,527.93	\$121.68	\$9.25	\$112.43	\$1,640.36
	85610-5950-900	Tax/Licenses/Fees	(\$170.01)	\$0.00	\$30.00	(\$30.00)	(\$200.01)
	85710-5950-900	Travel - Meals	\$245.97	\$0.00	\$0.00	\$0.00	\$245.97
	85720-5950-900	Travel - Other	\$10,742.31	\$19.05	\$0.00	\$19.05	\$10,761.36
	89020-5950-900	Employee Meals	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
	90000-5950-900	Management Fee	\$51,073.85	\$6,400.00	\$0.00	\$6,400.00	\$57,473.85
	98020-5950-900	Deprec - Mach & Equip	\$184.96	\$23.12	\$0.00	\$23.12	\$208.08
	98040-5950-900	Deprec - Buildings	\$579.28	\$72.41	\$0.00	\$72.41	\$651.69
	R002A-5950-100	Rounds - Annual	11,290.00	325.00	0.00	325.00	11,615.00
	R003A-5950-100	Rounds - Group	14,119.00	135.00	0.00	135.00	14,254.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	1,509.00	117.00	0.00	117.00	1,626.00
	R007A-5950-100	Rounds - Green Fee - League	14,942.00	63.00	0.00	63.00	15,005.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	6,335.00	420.00	0.00	420.00	6,755.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	591.00	62.00	0.00	62.00	653.00
	R012A-5950-100	Rounds - Green Fee - Outing	8,192.00	608.00	0.00	608.00	8,800.00
	R014A-5950-100	Rounds - Resident	49,867.00	1,726.00	0.00	1,726.00	51,593.00
	R015A-5950-100	Rounds - Green Fee - Senior	19,719.00	813.00	0.00	813.00	20,532.00
	R016A-5950-100	Rounds - Green Fee - Staff	4,173.00	157.00	0.00	157.00	4,330.00
	R017A-5950-100	Rounds - Green Fee - Trade	3,023.00	63.00	0.00	63.00	3,086.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	335.00	7.00	0.00	7.00	342.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00

TRIAL BALANCE SUMMARY FOR 2022
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
Grand Totals:			<u>Accounts</u> 174	<u>Beginning Balance</u> \$0.00	<u>Debit</u> \$815,548.06	<u>Credit</u> \$815,548.06	<u>Net Change</u> \$0.00
							<u>Ending Balance</u> \$0.00

The Golf Club at Cypress Head

For the Nine Months Ending June 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
129,069	99,307	130%	95,477	135%	Green Fees & Cart Fees	1,445,226	1,261,285	115%	1,274,642	113%	1,525,011	1,728,400
34,351	8,400	409%	11,877	289%	Merchandise	212,503	88,700	240%	100,943	211%	110,100	237,250
2,035	2,020	101%	3,805	53%	Other Pro Shop	27,746	16,210	171%	19,638	141%	20,520	32,026
6,283	3,500	180%	3,734	168%	Range	54,837	42,100	130%	42,098	130%	52,400	64,336
3,232	2,600	124%	2,740	118%	Other Operating Revenues	32,467	30,900	105%	32,209	101%	38,100	40,344
174,969	115,827	151%	117,632	149%	TOTAL REVENUE	1,772,779	1,439,195	123%	1,469,530	121%	1,746,131	2,102,356
COST OF SALES												
24,863	5,376	462%	5,847	425%	Merchandise	152,951	56,768	269%	64,999	235%	70,464	166,893
24,863	5,376	462%	5,847	425%	TOTAL COGS	152,951	56,768	269%	64,999	235%	70,464	166,893
72.4%	64.0%	113.1%	49.2%	147.0%	COGS - Merchandise %	72.0%	64.0%	112.5%	64.4%	111.8%	64.0%	807.9%
PAYROLL												
36,085	37,295	97%	36,190	100%	Course and Grounds	343,481	339,541	101%	324,785	106%	452,813	449,283
15,121	8,876	170%	9,554	158%	Carts, Range, Starters, Etc.	118,000	80,583	146%	82,919	142%	107,804	143,143
11,620	8,355	139%	8,661	134%	Pro Shop	95,769	71,807	133%	65,484	146%	96,444	117,692
16,676	14,847	112%	12,853	130%	General and Administrative	147,629	131,520	112%	116,254	127%	176,060	190,043
2,079	4,347	48%	4,679	44%	Marketing	30,647	38,440	80%	44,058	70%	51,481	45,380
81,581	73,720	111%	71,937	113%	TOTAL PAYROLL	735,526	661,890	111%	633,500	116%	884,602	945,541
OPERATING EXPENSES												
26,451	27,471	96%	26,915	98%	Course and Grounds	247,650	251,789	98%	211,179	117%	342,652	343,443
10,693	6,350	168%	5,246	204%	Carts, Range, Starters, Etc.	101,396	63,200	160%	51,453	197%	82,450	114,788
243	550	44%	5,504	4%	Pro Shop	12,389	6,375	194%	10,272	121%	7,575	13,191
23,006	18,697	123%	22,289	103%	General and Administrative	248,429	197,215	126%	205,159	121%	250,742	311,989
3,968	3,300	120%	6,159	64%	Marketing	18,397	14,700	125%	19,851	93%	23,400	22,433
64,361	56,368	114%	66,112	97%	TOTAL OPERATING EXPENSES	628,262	533,279	118%	497,914	126%	706,819	805,843
170,804	135,464	126%	143,895	119%	TOTAL EXPENSES	1,516,739	1,251,937	121%	1,196,413	127%	1,661,885	1,918,277
4,165	(19,637)	-21%	(26,264)	-16%	EBITDA	256,040	187,258	137%	273,117	94%	84,246	184,078

The Golf Club at Cypress Head

For the Nine Months Ending June 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
4,165	(19,637)	-21%	(26,264)	-16%	EBITDA	256,040	187,258	137%	273,117	94%	84,246	184,078
(6,400)	(6,434)	99%	(6,307)	101%	MANAGEMENT FEES	(57,474)	(57,906)	99%	(56,767)	101%	(77,208)	(76,522)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(860)	(860)	100%	(860)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(860)	(860)	100%	(860)	100%	(1,146)	(1,146)
(2,331)	(26,166)	9%	(32,667)	7%	NET INCOME	197,707	128,492	154%	215,490	92%	5,892	106,409
3,889	2,459	158%	3,034	128%	Paid Rounds	36,044	30,236	119%	34,496	104%	37,780	44,277
325	461	70%	313	104%	Annual Pass Rounds	3,191	3,409	94%	3,481	92%	4,748	4,116
282	233	121%	241	117%	Other Rounds	2,290	2,012	114%	2,359	97%	2,636	2,967
4,496	3,153	143%	3,588	125%	Total Rounds	41,525	35,657	116%	40,336	103%	45,164	51,360
45	47	96%	39	116%	Revenue/Paid Rounds	49	48	103%	43	115%	46	558
39	37	106%	33	119%	Revenue/Total Rounds	43	40	106%	36	117%	39	480

The Golf Club at Cypress Head
Summary of All Units
For the Nine Months Ending June 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
80,338	60,877	132%	60,151	134%	Green Fees	959,486	842,615	114%	801,420	120%	990,571	1,136,591
48,731	38,430	127%	35,326	138%	Cart Fee	485,741	418,670	116%	473,221	103%	534,440	591,808
50	20	250%	0	0%	Handicap Fee	5,264	4,070	129%	4,771	110%	4,130	5,518
930	1,700	55%	3,525	26%	Lessons	15,638	10,040	156%	12,417	126%	13,590	18,994
1,055	300	352%	280	377%	Rental Clubs	6,845	2,100	326%	2,450	279%	2,800	7,515
34,351	8,400	409%	11,877	289%	Retail	212,503	88,700	240%	100,943	211%	110,100	237,250
6,283	3,500	180%	3,734	168%	Range	54,837	42,100	130%	42,098	130%	52,400	64,336
3,232	2,600	124%	2,740	118%	City Surcharge R & R	32,467	30,900	105%	32,209	101%	38,100	40,344
174,969	115,827	151%	117,632	149%	Total Revenues	1,772,779	1,439,195	123%	1,469,530	121%	1,746,131	2,102,356
COST OF GOODS SOLD												
24,863	5,376	462%	5,847	425%	COGS - Merchandise	152,951	56,768	269%	64,999	235%	70,464	166,893
24,863	5,376	462%	5,847	425%	Total COGS	152,951	56,768	269%	64,999	235%	70,464	166,893
150,106	110,451	136%	111,785	134%	GROSS MARGIN	1,619,828	1,382,427	117%	1,404,531	115%	1,675,667	1,935,462
72.38%	64.00%	113.09%	49.23%	147.02%	COGS - Merchandise %	71.98%	64.00%	112.46%	64.39%	111.78%	64.00%	807.95%
PAYROLL												
27,635	26,032	106%	24,375	113%	Gross Payroll - Salaried	263,359	231,756	114%	218,963	120%	309,850	343,969
41,053	35,712	115%	37,058	111%	Gross Payroll - Hourly	361,978	321,507	113%	315,078	115%	430,230	461,058
68,688	61,743	111%	61,433	112%	S/T Wages	625,337	553,263	113%	534,042	117%	740,080	805,027
5,973	4,723	126%	4,616	129%	Payroll Tax - FICA	46,279	42,325	109%	39,712	117%	56,616	59,261
141	552	26%	118	119%	Payroll Tax - UC	1,994	7,733	26%	2,110	94%	9,197	2,376
1,167	1,275	91%	1,090	107%	Payroll Tax - WC	11,709	11,129	105%	10,203	115%	14,988	15,445
5,612	5,426	103%	4,680	120%	Benefits	50,207	47,441	106%	47,432	106%	63,721	63,432
12,893	11,977	108%	10,504	123%	S/T Adders	110,189	108,627	101%	99,459	111%	144,522	140,514
81,581	73,720	111%	71,937	113%	TOTAL PAYROLL	735,526	661,890	111%	633,500	116%	884,602	945,541
OPERATING EXPENSES												
0	100	0%	0	0%	Cart Supplies	701	900	78%	2,047	34%	1,200	825
729	600	122%	530	138%	Chemicals	4,966	5,400	92%	5,195	96%	7,200	7,797
1,507	250	603%	0	0%	Course Accessories	6,588	2,750	240%	2,320	284%	4,250	8,253
7,089	2,000	354%	8,231	86%	Fertilizer	50,292	44,100	114%	50,045	100%	58,500	59,558
292	0	0%	0	0%	Flowers/Decor	1,760	900	196%	515	342%	900	1,760
2,477	1,100	225%	2,242	110%	Fuel	13,755	14,800	93%	14,481	95%	19,900	20,954
0	0	0%	0	0%	Fungicides	1,267	3,100	41%	2,161	59%	6,400	4,401
230	1,500	15%	240	96%	Herbicides	30,022	24,900	121%	7,926	379%	33,700	36,715
0	500	0%	0	0%	Insecticides	3,485	9,900	35%	9,025	39%	13,100	6,605
304	1,000	30%	730	42%	Janitorial Supplies	5,690	6,100	93%	6,093	93%	8,000	7,023
0	100	0%	0	0%	Laundry/Uniforms	1,504	1,900	79%	924	163%	2,200	2,099
395	250	158%	192	206%	Office Supplies	6,000	3,250	185%	3,454	174%	4,200	7,224
0	0	0%	0	0%	Printing	1,106	0	0%	0	0%	0	1,106
0	0	0%	0	0%	Range Balls	5,792	3,600	161%	3,520	165%	3,600	5,792
504	0	0%	0	0%	Range Equipment	1,176	1,050	112%	1,034	114%	1,050	1,229
316	100	316%	512	62%	Range Expenses	1,873	1,600	117%	1,629	115%	2,100	1,873
1,015	1,400	73%	0	0%	Sand/Topdress	9,221	10,700	86%	6,605	140%	15,200	12,887
0	1,000	0%	0	0%	Seeds/Trees	7,010	12,200	57%	5,665	124%	15,200	10,260
0	300	0%	0	0%	Small Tools	493	2,100	23%	668	74%	3,200	1,669
0	0	0%	0	0%	Staff/Volunteer Uniforms	405	0	0%	0	0%	0	405
774	200	387%	3,863	20%	Supplies	7,650	200	3825%	3,863	198%	200	7,650
110	50	219%	1,041	11%	Tournament Expense	1,427	450	317%	1,159	123%	600	512
139	250	56%	119	117%	Alarm System	1,465	2,250	65%	1,709	86%	3,000	1,825
0	50	0%	244	0%	Cart Repairs	1,603	1,050	153%	900	178%	1,200	1,680
893	160	558%	160	559%	Computer Service	4,631	1,440	322%	1,439	322%	1,920	5,111
650	650	100%	650	100%	Contract Cleaning	6,031	5,850	103%	5,548	109%	7,800	7,981
0	0	0%	0	0%	Guest Relations	8,258	0	0%	0	0%	0	8,258
0	0	0%	0	0%	Handicap Expense	6,034	4,625	130%	4,529	133%	5,175	6,802
245	1,100	22%	1,005	24%	Irrigation	5,635	9,900	57%	8,321	68%	13,200	8,532
0	250	0%	350	0%	Lesson Expense	0	650	0%	350	0%	1,000	0
0	0	0%	0	0%	Repair & Maint - Paths	251	0	0%	0	0%	3,000	251
2,434	1,600	152%	1,360	179%	Repair & Maint - Equipment	24,451	15,000	163%	14,045	174%	19,800	40,257
462	3,150	15%	1,964	24%	Repair & Maint - Building	7,150	8,100	88%	10,362	69%	9,850	8,586
8,577	5,200	165%	3,535	243%	Cart Lease	77,193	46,800	165%	32,772	236%	62,400	88,449
7,140	7,671	93%	7,671	93%	Equipment Lease	64,260	69,039	93%	61,548	104%	92,052	90,135
206	206	100%	206	100%	Off-Site Storage	1,854	1,854	100%	1,614	115%	2,472	2,277
975	1,150	85%	1,263	77%	Utilities - Electric	8,479	10,350	82%	11,760	72%	13,800	11,353
4,954	3,800	130%	6,215	80%	Utilities - Other	35,780	34,200	105%	33,913	106%	45,600	48,128
196	200	98%	190	103%	Utilities - Telephone/Fax	1,827	1,800	101%	1,671	109%	2,400	2,370
204	200	102%	236	87%	Utilities - Water	2,021	2,000	101%	2,091	97%	2,600	2,618
3,968	3,300	120%	6,159	64%	Advertising & Promotion	18,397	14,700	125%	19,851	93%	23,400	22,433
193	400	48%	331	58%	Bank Charges	2,928	3,600	81%	3,105	94%	4,800	3,970
(6)	0	0%	(24)	24%	Cash Short(Over)	27	0	0%	(604)	-4%	0	(7)
240	240	100%	200	120%	Cell Phone	2,160	2,160	100%	1,800	120%	2,880	2,760

The Golf Club at Cypress Head
Summary of All Units
For the Nine Months Ending June 30, 2023

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
3,232	2,691	120%	2,740	118%	City Surcharge R & R	32,467	31,331	104%	32,209	101%	38,940	40,344
4,866	2,500	195%	3,391	144%	Credit Card Discounts	43,166	30,500	142%	35,106	123%	36,500	50,635
0	0	0%	0	0%	Donations	(10)	0	0%	593	-2%	0	(30)
0	500	0%	572	0%	Dues & Subscriptions	2,042	1,380	148%	1,599	128%	1,880	2,042
165	150	110%	0	0%	Education & Training	835	550	152%	400	209%	550	835
593	100	593%	32	1861%	Employee Relations	6,725	1,850	364%	223	3021%	2,150	6,903
36	0	0%	0	0%	Employee Testing	102	0	0%	29	351%	0	131
7,692	6,700	115%	6,200	124%	Insurance Expense	69,093	60,300	115%	55,237	125%	80,400	92,151
0	50	0%	39	0%	Member Relations	(3,784)	450	-841%	1,482	-255%	600	(2,775)
0	0	0%	0	0%	Miscellaneous	8	0	0%	2,081	0%	0	8
0	0	0%	0	0%	O/S - Accounting	15,500	11,200	138%	11,730	132%	11,200	20,000
0	3,000	0%	2,900	0%	O/S - Other	3,000	3,000	100%	2,900	103%	6,000	5,900
462	350	132%	410	113%	Payroll Processing Fee	4,026	3,300	122%	3,795	106%	4,350	5,314
112	100	112%	251	45%	Postage/Shipping	1,640	1,450	113%	2,079	79%	1,750	2,262
(30)	0	0%	135	-22%	Tax/Licenses/Fees	(200)	0	0%	(105)	190%	150	(215)
0	100	0%	0	0%	Travel - Meals	246	1,800	14%	1,115	22%	2,100	246
19	100	19%	30	64%	Travel - Other	10,761	900	1196%	2,372	454%	1,200	11,681
0	0	0%	0	0%	Employee Meals	25	0	0%	20	125%	0	25
64,361	56,368	114%	66,112	97%	TOTAL OPERATING EXPENSES	628,262	533,279	118%	497,914	126%	706,819	805,843
4,165	(19,637)	-21%	(26,264)	-16%	EBITDA	256,040	187,258	137%	273,117	94%	84,246	184,078
6,400	6,434	99%	6,307	101%	Management Fee	57,474	57,906	99%	56,767	101%	77,208	76,522
6,400	6,434	99%	6,307	101%	Management Fees	57,474	57,906	99%	56,767	101%	77,208	76,522
23	23	100%	23	100%	Deprec - Mach & Equip	208	208	100%	208	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	652	652	100%	652	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	860	860	100%	860	100%	1,146	1,146
(2,331)	(26,166)	9%	(32,667)	7%	NET INCOME	197,707	128,492	154%	215,490	92%	5,892	106,409

The Golf Club at Cypress Head
Course & Grounds
For the Nine Months Ending June 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
80,338	60,877	132%	60,151	134%	REVENUES	959,486	842,615	114%	801,420	120%	990,571	1,136,591
3,232	2,600	124%	2,740	118%	Green Fees	32,467	30,900	105%	32,209	101%	38,100	40,344
83,570	63,477	132%	62,890	133%	City Surcharge R & R	991,953	873,515	114%	833,629	119%	1,028,671	1,176,935
83,570	63,477	132%	62,890	133%	Total Revenues	991,953	873,515	114%	833,629	119%	1,028,671	1,176,935
					GROSS MARGIN							
10,983	11,047	99%	10,132	108%	PAYROLL	98,346	99,423	99%	90,016	109%	132,564	130,982
19,694	20,947	94%	21,106	93%	Gross Payroll - Salaried	197,720	190,620	104%	185,777	106%	254,858	256,023
30,678	31,994	96%	31,239	98%	Gross Payroll - Hourly	296,066	290,043	102%	275,794	107%	387,422	387,005
					S/T Wages							
2,559	2,448	105%	2,314	111%	Payroll Tax - FICA	21,909	22,188	99%	20,326	108%	29,638	28,469
8	104	8%	11	72%	Payroll Tax - UC	663	3,209	21%	1,058	63%	3,376	718
544	661	82%	546	100%	Payroll Tax - WC	5,580	5,834	96%	5,243	106%	7,845	7,492
2,296	2,088	110%	2,080	110%	Benefits	19,263	18,268	105%	22,365	86%	24,532	25,598
5,407	5,301	102%	4,951	109%	S/T Adders	47,415	49,498	96%	48,992	97%	65,391	62,277
36,085	37,295	97%	36,190	100%	TOTAL PAYROLL	343,481	339,541	101%	324,785	106%	452,813	449,283
729	600	122%	530	138%	OPERATING EXPENSES	4,966	5,400	92%	5,195	96%	7,200	7,797
1,507	250	603%	0	0%	Chemicals	6,588	2,750	240%	2,320	284%	4,250	8,253
7,089	2,000	354%	8,231	86%	Course Accessories	50,292	44,100	114%	50,045	100%	58,500	59,558
292	0	0%	0	0%	Fertilizer	1,760	900	196%	515	342%	900	1,760
2,477	1,100	225%	2,242	110%	Flowers/Decor	13,755	14,800	93%	14,481	95%	19,900	20,954
0	0	0%	0	0%	Fuel	1,267	3,100	41%	2,161	59%	6,400	4,401
230	1,500	15%	240	96%	Fungicides	30,022	24,900	121%	7,926	379%	33,700	36,715
0	500	0%	0	0%	Herbicides	3,485	9,900	35%	9,025	39%	13,100	6,605
1,015	1,400	73%	0	0%	Insecticides	9,221	10,700	86%	6,605	140%	15,200	12,887
0	1,000	0%	0	0%	Sand/Topdress	7,010	12,200	57%	5,665	124%	15,200	10,260
0	300	0%	0	0%	Seeds/Trees	493	2,100	23%	668	74%	3,200	1,669
0	0	0%	0	0%	Small Tools	405	0	0%	0	0%	0	405
245	1,100	22%	1,005	24%	Staff/Volunteer Uniforms	5,635	9,900	57%	8,321	68%	13,200	8,532
0	0	0%	0	0%	Irrigation	251	0	0%	0	0%	3,000	251
2,434	1,600	152%	(1,444)	-169%	Repair & Maint - Paths	20,495	14,400	142%	10,735	191%	19,200	35,280
0	3,000	0%	1,496	0%	Repair & Maint - Equipment	1,253	3,150	40%	1,667	75%	3,150	1,720
7,140	7,671	93%	7,671	93%	Repair & Maint - Building	64,260	69,039	93%	61,548	104%	92,052	90,135
319	250	128%	308	103%	Equipment Lease	2,570	2,250	114%	2,209	116%	3,000	3,565
2,567	1,800	143%	3,335	77%	Utilities - Electric	17,284	16,200	107%	16,462	105%	21,600	22,534
204	200	102%	236	87%	Utilities - Other	2,021	2,000	101%	2,091	97%	2,600	2,618
165	150	110%	0	0%	Utilities - Water	835	550	152%	400	209%	550	835
0	50	0%	0	0%	Education & Training	679	450	151%	47	1446%	600	679
36	0	0%	0	0%	Employee Relations	102	0	0%	29	351%	0	131
0	3,000	0%	2,900	0%	Employee Testing	3,000	3,000	100%	2,900	103%	6,000	5,900
0	0	0%	165	0%	O/S - Other	0	0	0%	165	0%	150	0
26,451	27,471	96%	26,915	98%	Tax/Licenses/Fees	247,650	251,789	98%	211,179	117%	342,652	343,443
21,033	(1,289)	-1632%	(214)	-9833%	TOTAL OPERATING EXPENSES	400,822	282,185	142%	297,665	135%	233,206	384,210
21,033	(1,289)	-1632%	(214)	-9833%	EBITDA	400,822	282,185	142%	297,665	135%	233,206	384,210
					NET INCOME							

The Golf Club at Cypress Head
Carts
For the Nine Months Ending June 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
48,731	38,430	127%	35,326	138%	Cart Fee	485,741	418,670	116%	473,221	103%	534,440	591,808
48,731	38,430	127%	35,326	138%	Total Revenues	485,741	418,670	116%	473,221	103%	534,440	591,808
48,731	38,430	127%	35,326	138%	GROSS MARGIN	485,741	418,670	116%	473,221	103%	534,440	591,808
					PAYROLL							
13,665	7,826	175%	8,610	159%	Gross Payroll - Hourly	106,847	71,214	150%	74,665	143%	95,213	129,334
13,665	7,826	175%	8,610	159%	S/T Wages	106,847	71,214	150%	74,665	143%	95,213	129,334
1,112	599	186%	719	155%	Payroll Tax - FICA	8,484	5,448	156%	6,064	140%	7,284	10,380
108	290	37%	75	144%	Payroll Tax - UC	815	2,489	33%	773	105%	3,380	1,065
230	162	142%	148	155%	Payroll Tax - WC	1,998	1,432	139%	1,416	141%	1,928	2,500
6	0	0%	2	283%	Benefits	(143)	0	0%	2	-6397%	0	(137)
1,457	1,051	139%	944	154%	S/T Adders	11,153	9,369	119%	8,255	135%	12,591	13,809
15,121	8,876	170%	9,554	158%	TOTAL PAYROLL	118,000	80,583	146%	82,919	142%	107,804	143,143
					OPERATING EXPENSES							
0	100	0%	0	0%	Cart Supplies	701	900	78%	2,047	34%	1,200	825
641	0	0%	0	0%	Supplies	3,950	0	0%	0	0%	0	3,950
0	50	0%	244	0%	Cart Repairs	1,603	1,050	153%	900	178%	1,200	1,680
8,577	5,200	165%	3,535	243%	Cart Lease	77,193	46,800	165%	32,772	236%	62,400	88,449
656	900	73%	955	69%	Utilities - Electric	5,909	8,100	73%	9,551	62%	10,800	7,789
9,873	6,250	158%	4,734	209%	TOTAL OPERATING EXPENSES	89,355	56,850	157%	45,271	197%	75,600	102,693
23,736	23,304	102%	21,038	113%	EBITDA	278,385	281,237	99%	345,031	81%	351,036	345,972
23,736	23,304	102%	21,038	113%	NET INCOME	278,385	281,237	99%	345,031	81%	351,036	345,972

The Golf Club at Cypress Head
Range
For the Nine Months Ending June 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
6,283	3,500	180%	3,734	168%	Range	54,837	42,100	130%	42,098	130%	52,400	64,336
6,283	3,500	180%	3,734	168%	Total Revenues	54,837	42,100	130%	42,098	130%	52,400	64,336
6,283	3,500	180%	3,734	168%	GROSS MARGIN	54,837	42,100	130%	42,098	130%	52,400	64,336
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	5,792	3,600	161%	3,520	165%	3,600	5,792
504	0	0%	0	0%	Range Equipment	1,176	1,050	112%	1,034	114%	1,050	1,229
316	100	316%	512	62%	Range Expenses	1,873	1,600	117%	1,629	115%	2,100	1,873
0	0	0%	0	0%	Repair & Maint - Equipment	3,200	100	3200%	0	0%	100	3,200
820	100	820%	512	160%	TOTAL OPERATING EXPENSES	12,041	6,350	190%	6,182	195%	6,850	12,095
5,463	3,400	161%	3,222	170%	EBITDA	42,795	35,750	120%	35,916	119%	45,550	52,241
5,463	3,400	161%	3,222	170%	NET INCOME	42,795	35,750	120%	35,916	119%	45,550	52,241

The Golf Club at Cypress Head
Golf Shop
For the Nine Months Ending June 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
50	20	250%	0	0%	Handicap Fee	5,264	4,070	129%	4,771	110%	4,130	5,518
930	1,700	55%	3,525	26%	Lessons	15,638	10,040	156%	12,417	126%	13,590	18,994
1,055	300	352%	280	377%	Rental Clubs	6,845	2,100	326%	2,450	279%	2,800	7,515
34,351	8,400	409%	11,877	289%	Retail	212,503	88,700	240%	100,943	211%	110,100	237,250
36,386	10,420	349%	15,682	232%	Total Revenues	240,249	104,910	229%	120,581	199%	130,620	269,277
					COST OF GOODS SOLD							
24,863	5,376	462%	5,847	425%	COGS - Merchandise	152,951	56,768	269%	64,999	235%	70,464	166,893
24,863	5,376	462%	5,847	425%	Total COGS	152,951	56,768	269%	64,999	235%	70,464	166,893
11,523	5,044	228%	9,835	117%	GROSS MARGIN	87,298	48,142	181%	55,582	157%	60,156	102,383
72.38%	64.00%	113.09%	49.23%	147.02%	COGS - Merchandise %	71.98%	64.00%	112.46%	64.39%	111.78%	64.00%	807.95%
					PAYROLL							
4,120	0	0%	0	0%	Gross Payroll - Salaried	31,117	0	0%	0	0%	0	31,117
5,694	6,939	82%	7,342	78%	Gross Payroll - Hourly	50,656	59,673	85%	54,636	93%	80,159	68,946
9,814	6,939	141%	7,342	134%	S/T Wages	81,774	59,673	137%	54,636	150%	80,159	100,064
999	531	188%	566	176%	Payroll Tax - FICA	6,385	4,565	140%	4,213	152%	6,132	7,769
25	143	17%	32	77%	Payroll Tax - UC	344	1,123	31%	321	107%	1,484	421
169	143	118%	136	124%	Payroll Tax - WC	1,542	1,201	128%	1,071	144%	1,624	1,944
614	599	102%	586	105%	Benefits	5,724	5,245	109%	5,243	109%	7,045	7,495
1,806	1,416	128%	1,320	137%	S/T Adders	13,995	12,133	115%	10,848	129%	16,285	17,628
11,620	8,355	139%	8,661	134%	TOTAL PAYROLL	95,769	71,807	133%	65,484	146%	96,444	117,692
					OPERATING EXPENSES							
0	50	0%	62	0%	Office Supplies	138	450	31%	86	162%	600	329
0	0	0%	0	0%	Printing	1,090	0	0%	0	0%	0	1,090
133	200	66%	3,863	3%	Supplies	3,700	200	1850%	3,863	96%	200	3,700
110	50	219%	1,041	11%	Tournament Expense	1,427	450	317%	1,159	123%	600	512
0	0	0%	0	0%	Handicap Expense	6,034	4,625	130%	4,529	133%	5,175	6,802
0	250	0%	350	0%	Lesson Expense	0	650	0%	350	0%	1,000	0
0	0	0%	189	0%	Repair & Maint - Building	0	0	0%	286	0%	0	758
243	550	44%	5,504	4%	TOTAL OPERATING EXPENSES	12,389	6,375	194%	10,272	121%	7,575	13,191
(339)	(3,861)	9%	(4,331)	8%	EBITDA	(20,860)	(30,040)	69%	(20,173)	103%	(43,863)	(28,499)
(339)	(3,861)	9%	(4,331)	8%	NET INCOME	(20,860)	(30,040)	69%	(20,173)	103%	(43,863)	(28,499)

The Golf Club at Cypress Head
G & A
For the Nine Months Ending June 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
12,532	11,076	113%	10,486	120%	Gross Payroll - Salaried	112,465	97,989	115%	93,811	120%	131,217	147,410
83	0	0%	0	0%	Gross Payroll - Hourly	513	0	0%	0	0%	0	513
12,615	11,076	114%	10,486	120%	S/T Wages	112,978	97,989	115%	93,811	120%	131,217	147,923
1,156	847	136%	751	154%	Payroll Tax - FICA	7,376	7,496	98%	6,615	111%	10,038	9,715
0	0	0%	0	0%	Payroll Tax - UC	114	519	22%	(130)	-88%	519	114
223	229	98%	191	117%	Payroll Tax - WC	2,150	1,971	109%	1,796	120%	2,658	2,842
2,681	2,695	99%	1,425	188%	Benefits	25,012	23,544	106%	14,161	177%	31,628	29,450
4,061	3,771	108%	2,368	172%	S/T Adders	34,651	33,530	103%	22,443	154%	44,843	42,120
16,676	14,847	112%	12,853	130%	TOTAL PAYROLL	147,629	131,520	112%	116,254	127%	176,060	190,043
OPERATING EXPENSES												
304	1,000	30%	730	42%	Janitorial Supplies	5,690	6,100	93%	6,093	93%	8,000	7,023
0	100	0%	0	0%	Laundry/Uniforms	1,504	1,900	79%	924	163%	2,200	2,099
395	200	198%	130	304%	Office Supplies	5,862	2,800	209%	3,368	174%	3,600	6,895
0	0	0%	0	0%	Printing	16	0	0%	0	0%	0	16
139	250	56%	119	117%	Alarm System	1,465	2,250	65%	1,709	86%	3,000	1,825
893	160	558%	160	559%	Computer Service	4,631	1,440	322%	1,439	322%	1,920	5,111
650	650	100%	650	100%	Contract Cleaning	6,031	5,850	103%	5,548	109%	7,800	7,981
0	0	0%	0	0%	Guest Relations	8,258	0	0%	0	0%	0	8,258
0	0	0%	2,804	0%	Repair & Maint - Equipment	756	500	151%	3,309	23%	500	1,777
462	150	308%	279	165%	Repair & Maint - Building	5,896	4,950	119%	8,409	70%	6,700	6,108
206	206	100%	206	100%	Off-Site Storage	1,854	1,854	100%	1,614	115%	2,472	2,277
2,387	2,000	119%	2,880	83%	Utilities - Other	18,495	18,000	103%	17,451	106%	24,000	25,594
196	200	98%	190	103%	Utilities - Telephone/Fax	1,827	1,800	101%	1,671	109%	2,400	2,370
193	400	48%	331	58%	Bank Charges	2,928	3,600	81%	3,105	94%	4,800	3,970
(6)	0	0%	(24)	24%	Cash Short/(Over)	27	0	0%	(604)	-4%	0	(7)
240	240	100%	200	120%	Cell Phone	2,160	2,160	100%	1,800	120%	2,880	2,760
3,232	2,691	120%	2,740	118%	City Surcharge R & R	32,467	31,331	104%	32,209	101%	38,940	40,344
4,866	2,500	195%	3,391	144%	Credit Card Discounts	43,166	30,500	142%	35,106	123%	36,500	50,635
0	0	0%	0	0%	Donations	(10)	0	0%	593	-2%	0	(30)
0	500	0%	572	0%	Dues & Subscriptions	2,042	1,380	148%	1,599	128%	1,880	2,042
593	50	1186%	32	1861%	Employee Relations	6,046	1,400	432%	176	3442%	1,550	6,224
7,692	6,700	115%	6,200	124%	Insurance Expense	69,093	60,300	115%	55,237	125%	80,400	92,151
0	50	0%	39	0%	Member Relations	(3,784)	450	-841%	1,482	-255%	600	(2,775)
0	0	0%	0	0%	Miscellaneous	8	0	0%	2,081	0%	0	8
0	0	0%	0	0%	O/S - Accounting	15,500	11,200	138%	11,730	132%	11,200	20,000
462	350	132%	410	113%	Payroll Processing Fee	4,026	3,300	122%	3,795	106%	4,350	5,314
112	100	112%	251	45%	Postage/Shipping	1,640	1,450	113%	2,079	79%	1,750	2,282
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(200)	0	0%	(270)	74%	0	(215)
0	100	0%	0	0%	Travel - Meals	246	1,800	14%	1,115	22%	2,100	246
19	100	19%	30	64%	Travel - Other	10,761	900	1196%	2,372	454%	1,200	11,681
0	0	0%	0	0%	Employee Meals	25	0	0%	20	125%	0	25
23,006	18,697	123%	22,289	103%	TOTAL OPERATING EXPENSES	248,429	197,215	126%	205,159	121%	250,742	311,989
(39,681)	(33,544)	118%	(35,142)	113%	EBITDA	(396,058)	(328,735)	120%	(321,413)	123%	(426,802)	(502,033)
6,400	6,434	99%	6,307	101%	Management Fee	57,474	57,906	99%	56,767	101%	77,208	76,522
6,400	6,434	99%	6,307	101%	Management Fees	57,474	57,906	99%	56,767	101%	77,208	76,522
23	23	100%	23	100%	Deprec - Mach & Equip	208	208	100%	208	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	652	652	100%	652	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	860	860	100%	860	100%	1,146	1,146
(46,177)	(40,073)	115%	(41,545)	111%	NET INCOME	(454,392)	(387,501)	117%	(379,040)	120%	(505,156)	(579,701)

The Golf Club at Cypress Head
Marketing
For the Nine Months Ending June 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
0	3,909	0%	3,757	0%	Gross Payroll - Salaried	21,430	34,344	62%	35,136	61%	46,070	34,459
1,917	0	0%	0	0%	Gross Payroll - Hourly	6,242	0	0%	0	0%	0	6,242
1,917	3,909	49%	3,757	51%	S/T Wages	27,672	34,344	81%	35,136	79%	46,070	40,701
147	299	49%	266	55%	Payroll Tax - FICA	2,125	2,627	81%	2,495	85%	3,524	2,928
0	15	0%	0	0%	Payroll Tax - UC	57	393	15%	88	65%	438	57
0	81	0%	69	0%	Payroll Tax - WC	441	691	64%	678	65%	933	667
15	44	35%	587	3%	Benefits	351	384	91%	5,662	6%	516	1,027
162	438	37%	922	18%	S/T Adders	2,975	4,096	73%	8,922	33%	5,411	4,679
2,079	4,347	48%	4,679	44%	TOTAL PAYROLL	30,647	38,440	80%	44,058	70%	51,481	45,380
OPERATING EXPENSES												
3,968	3,300	120%	6,159	64%	Advertising & Promotion	18,397	14,700	125%	19,851	93%	23,400	22,433
3,968	3,300	120%	6,159	64%	TOTAL OPERATING EXPENSES	18,397	14,700	125%	19,851	93%	23,400	22,433
(6,047)	(7,647)	79%	(10,837)	56%	EBITDA	(49,044)	(53,140)	92%	(63,908)	77%	(74,881)	(67,813)
(6,047)	(7,647)	79%	(10,837)	56%	NET INCOME	(49,044)	(53,140)	92%	(63,908)	77%	(74,881)	(67,813)

**The Golf Club at Cypress Head
Course Cash Flow Report
June 30, 2023**

	<u>June</u>	<u>YTD</u>
EBITDA	\$4,165.01	\$256,040.28
Management Fee Expense	(6,400.00)	(57,473.85)
Depreciation & Amortization	(95.53)	(859.77)
Net Income	(2,330.52)	197,706.66
Working Capital Changes		
Inventory	(3,496.91)	(76,862.58)
Receivables	(13,180.81)	80,281.68
Payables	8,652.37	43,688.65
Due to from the City	116.46	1,090.14
Prepays	(27,202.78)	(2,836.21)
Accrued Liabilities	8,267.35	26,470.84
Other Liabilities	(30,478.46)	(144,128.37)
Depreciation & Amortization	95.53	859.77
Operating Cash Flow	(59,557.77)	126,270.58
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(59,557.77)</u>	<u>126,270.58</u>
Beginning Cash	441,261.59	255,433.24
Net Cash Flows	<u>(59,557.77)</u>	<u>126,270.58</u>
Ending Cash	<u>381,703.82</u>	<u>381,703.82</u>

The Golf Club at Cypress Head

For the Nine Months Ending June 30, 2023

	<u>06/30/23</u>	<u>09/30/22</u>	<u>06/30/22</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	353,725	242,333	298,588
Cash - Payroll	26,629	11,750	37,311
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>381,704</u>	<u>255,433</u>	<u>337,249</u>
Accounts Receivable			
A/R Member	<u>13,528</u>	<u>93,810</u>	<u>10,640</u>
Total Accounts Recievable	<u>13,528</u>	<u>93,810</u>	<u>10,640</u>
Other Current Assets			
Inventory - Merchandise	98,040	21,177	26,388
Prepaid Insurance	46,290	38,909	38,637
Prepaid Exp - Other	8,291	12,835	13,279
Total Other Current Assets	<u>152,620</u>	<u>72,922</u>	<u>78,304</u>
TOTAL CURRENT ASSETS	<u>547,852</u>	<u>422,164</u>	<u>426,193</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	<u>5,550</u>	<u>5,550</u>	<u>5,550</u>
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	<u>(31,974)</u>	<u>(31,115)</u>	<u>(30,828)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>4,174</u>	<u>5,033</u>	<u>5,320</u>
TOTAL ASSETS	<u><u>552,026</u></u>	<u><u>427,198</u></u>	<u><u>431,513</u></u>

The Golf Club at Cypress Head

For the Nine Months Ending June 30, 2023

	<u>06/30/23</u>	<u>09/30/22</u>	<u>06/30/22</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	71,628	27,940	79,147
Accts Pay - Other	123,920	122,830	(3,995)
Accrued Expenses	800	3,075	750
Accrued Payroll	47,160	22,112	34,782
Accrued Taxes	9,503	5,805	6,514
Deferred Revenue	<u>101,108</u>	<u>245,237</u>	<u>98,825</u>
TOTAL CURRENT LIABILITIES	<u>354,120</u>	<u>426,999</u>	<u>216,022</u>
 TOTAL LIABILITIES	 <u>354,120</u>	 <u>426,999</u>	 <u>216,022</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	<u>197,906</u>	<u>199</u>	<u>215,490</u>
Net Retained Earnings	<u>197,906</u>	<u>199</u>	<u>215,490</u>
Stockholders Equity	<u>197,906</u>	<u>199</u>	<u>215,490</u>
TOTAL STOCKHOLDER'S EQUITY	<u>197,906</u>	<u>199</u>	<u>215,490</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>552,026</u></u>	 <u><u>427,198</u></u>	 <u><u>431,513</u></u>

The Golf Club at Cypress Head

For the Month Ending June 30, 2023

	06/30/22	07/31/22	08/31/22	09/30/22	10/31/22	11/30/22	12/31/22	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23	06/30/23
REVENUES													
Green Fees & Cart Fees	95,476.77	116,104.71	84,541.09	82,527.75	76,416.40	132,017.55	151,836.60	190,652.13	202,987.87	215,490.49	193,774.07	152,982.45	129,068.67
Merchandise	11,876.71	10,206.64	8,434.76	6,106.00	5,732.44	9,609.82	21,332.57	18,588.99	31,512.42	31,817.76	26,833.45	32,725.04	34,350.55
Other Pro Shop	3,805.00	2,048.00	1,165.00	1,067.00	850.00	2,277.06	1,634.60	3,804.00	6,604.00	4,505.00	2,976.50	3,060.00	2,035.00
Range	3,733.68	4,056.10	3,180.02	2,262.58	2,957.24	3,822.98	4,403.90	6,571.07	7,756.67	8,744.83	7,745.13	6,551.80	6,283.24
Other Operating Revenues	2,739.74	3,222.79	2,489.12	2,164.82	1,863.48	3,144.77	3,446.98	4,168.43	4,441.06	4,778.04	3,995.63	3,396.74	3,231.72
TOTAL REVENUE	117,631.90	135,638.24	99,809.99	94,128.15	87,819.56	150,872.18	182,654.65	223,784.62	253,302.02	265,336.12	235,324.78	198,716.03	174,969.18
COST OF SALES													
Merchandise	5,846.96	5,006.48	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73
TOTAL COGS	5,846.96	5,006.48	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73
COGS - Merchandise %	49.2%	49.1%	62.4%	60.2%	61.9%	69.2%	76.5%	67.5%	75.0%	67.5%	67.4%	78.9%	72.4%
PAYROLL													
Course and Grounds	36,189.69	33,649.77	36,966.52	35,185.19	39,929.59	39,739.57	37,444.77	33,288.78	41,234.88	39,656.83	36,721.96	39,379.74	36,084.94
Carts, Range, Starters, Etc.	9,553.91	10,121.42	7,904.02	7,117.30	8,050.49	10,565.72	11,495.02	12,977.07	12,162.64	15,935.90	16,569.79	15,122.18	15,121.41
Pro Shop	8,661.40	8,204.05	6,904.70	6,814.31	6,958.36	9,876.88	9,654.01	10,570.48	11,008.79	12,447.03	11,852.05	11,781.65	11,619.61
General and Administrative	12,853.40	14,007.58	13,195.59	15,210.90	15,107.25	16,222.91	17,041.98	16,983.43	15,566.50	17,303.45	16,471.00	16,256.82	16,675.81
Marketing	4,678.56	4,808.85	3,970.08	5,954.61	3,811.96	3,862.00	5,058.98	3,948.90	4,553.32	3,702.16	2,476.00	1,154.73	2,078.81
TOTAL PAYROLL	71,936.96	70,791.67	68,940.91	70,282.31	73,857.65	80,267.08	80,694.76	77,768.66	84,526.13	89,045.37	84,090.80	83,695.12	81,580.58
OPERATING EXPENSES													
Course and Grounds	26,914.50	28,096.16	26,704.17	40,992.52	32,051.47	16,665.60	22,238.01	22,411.79	32,884.10	29,630.97	27,235.88	38,080.90	26,451.23
Carts, Range, Starters, Etc.	5,245.82	4,226.77	4,372.60	4,791.98	9,137.25	12,405.83	11,790.97	13,003.65	14,509.57	10,386.39	9,778.28	9,691.04	10,693.49
Pro Shop	5,504.04	257.32	353.48	190.44	179.65	1,524.96	648.62	305.73	5,915.29	2,068.60	1,503.88	0.00	242.63
General and Administrative	22,288.52	20,040.95	19,379.21	24,140.22	27,760.94	24,472.89	34,144.79	29,526.11	27,848.02	28,772.72	24,549.16	28,348.77	23,005.64
Marketing	6,158.67	2,002.95	688.48	1,344.02	813.11	1,042.17	2,176.64	836.70	112.46	566.18	6,400.23	2,481.75	3,967.87
TOTAL OPERATING EXPENSE	66,111.55	54,624.15	51,497.94	71,459.18	69,942.42	56,111.45	70,999.03	66,083.88	81,269.44	71,424.86	69,467.41	78,602.46	64,360.86
TOTAL EXPENSES	143,895.47	130,422.30	125,700.93	145,415.30	147,351.29	143,032.57	168,006.89	156,393.93	189,440.87	181,943.27	171,643.59	188,122.28	170,804.17
EBITDA	(26,263.57)	5,215.94	(25,890.94)	(51,287.15)	(59,531.73)	7,839.61	14,647.76	67,390.69	63,861.15	83,392.85	63,681.19	10,593.75	4,165.01

For the Month Ending June 30, 2023

[illegible]

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended June 30, 2023

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(59,532)	7,840	14,648	67,391	63,861	83,393	63,681	10,594	4,165	0	0	0
Management Fee Expense	(6,274)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0	0	0
Net Income	(65,901)	1,344	8,152	60,895	57,366	76,897	57,186	4,098	(2,331)	0	0	0
Working Capital Changes												
Inventory	(6,201)	(13,489)	(8,640)	(17,450)	(12,888)	(6,201)	(786)	(7,711)	(3,497)	0	0	0
Receivables	92,368	1,011	59	(5,166)	5,294	(171)	(2,411)	2,479	(13,181)	0	0	0
Prepaid Expenses	8,069	(9,649)	(12,225)	10,892	21,296	(9,057)	8,180	6,861	(27,203)	0	0	0
Payables	21,540	4,134	28,307	24,002	2,495	(4,888)	(20,122)	(20,433)	8,652	0	0	0
Due to from the City	960	239	1	(196)	158	305	(758)	265	116	0	0	0
Accrued Expenses	6,872	11,742	8,090	8,217	5,682	(26,636)	3,840	397	8,267	0	0	0
Deferred Revenues	(32,874)	1,527	(38,923)	(9,040)	(6,873)	7,467	(22,847)	(12,087)	(30,478)	0	0	0
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	0	0	0
Operating Cash Flow	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	(59,558)	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	(59,558)	0	0	0
Beginning Cash	255,433	280,363	277,317	262,233	334,482	407,106	444,919	467,297	441,262	381,704	401,168	401,168
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	(59,558)	0	0	0
Ending Cash	280,363	277,317	262,233	334,482	407,106	444,919	467,297	441,262	381,704	381,704	401,168	401,168



July 18, 2023

Robin Fenwick
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for June 2023 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING JUNE 2023								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 80,338	\$ 60,877	\$ 19,461		\$ 959,486	\$ 842,615	\$ 801,420	\$ 116,871
Cart Fees	\$ 48,731	\$ 38,430	\$ 10,301		\$ 485,741	\$ 418,670	\$ 473,221	\$ 67,071
Range	\$ 6,283	\$ 3,500	\$ 2,783		\$ 54,837	\$ 42,100	\$ 42,098	\$ 12,737
Pro- Shop Revenues	\$ 36,386	\$ 10,420	\$ 25,966		\$ 240,249	\$ 104,910	\$ 120,581	\$ 135,339
City Surcharge R/R	\$ 3,232	\$ 2,600	\$ 632		\$ 32,467	\$ 30,900	\$ 32,209	\$ 1,567
Total Revenue	\$ 174,970	\$ 115,827	\$ 59,143		\$ 1,772,780	\$ 1,439,195	\$ 1,469,529	\$ 333,585
Cost of Sales	\$ 24,863	\$ 5,376	\$ 19,487		\$ 152,951	\$ 56,768	\$ 64,999	\$ 96,183
Merchandise	\$ 24,863	\$ 5,376	\$ 19,487	67%	\$ 152,951	\$ 56,768	\$ 64,999	\$ 96,183 70%
Gross Margin	\$ 150,107	\$ 110,451	\$ 39,656		\$ 1,619,829	\$ 1,382,427	\$ 1,404,530	\$ 237,402
Total Payroll	\$ 81,581	\$ 73,720	\$ 7,861		\$ 735,526	\$ 661,890	\$ 633,500	\$ 73,636
Total Operating Expenses	\$ 64,361	\$ 56,368	\$ 7,993		\$ 628,262	\$ 533,279	\$ 497,914	\$ 94,983
EBITDA	\$ 4,165	\$ (19,637)	\$ 23,802		\$ 256,041	\$ 187,258	\$ 273,116	\$ 68,783
Other Expenses	\$ 6,496	\$ 6,530	\$ (34)		\$ 58,238	\$ 58,670	\$ 57,531	\$ (432)
Management Fee	\$ 6,400	\$ 6,434	\$ (34)		\$ 57,474	\$ 57,906	\$ 56,767	\$ (432)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 764	\$ 764	\$ 764	\$ -
Net Cash From Ops	\$ (2,331)	\$ (26,167)	\$ 23,836		\$ 197,803	\$ 128,588	\$ 215,585	\$ 69,215
Rounds								
Total Rounds	4,496	3,153	1,343		41,525	35,657	40,336	5,868
Paid Rounds	3,889	2,459	1,430		36,044	30,236	34,496	5,808
Avg. GF/CF Total rounds	\$28.71	\$31.50	\$ (2.79)		\$34.80	\$35.37	\$31.60	\$ (0.57)
Avg. GF/CF Paid rounds	\$33.19	\$40.39	\$ (7.20)		\$40.10	\$41.71	\$36.95	\$ (1.62)
Avg. Merchandise/round	\$8.09	\$3.30	\$ 4.79		\$5.79	\$2.94	\$2.99	\$ 2.84

Overview:

- Total revenues for June finished well ahead of projected budget for the month. With 7.65" of rain recorded in June, the golf course realized 4 unplayable days, and 7 others significantly affected by intermittent weather and cart paths only. Total Revenues came in just under \$175K and exceeded budget by 51%. We played 4,496 total rounds to a budget of 3,153 (over by 1,343).
- Total Payroll for the month was \$81.6K, over by \$7.8K. Total Operating Expenses were \$64.4K, over by \$8K.
- Rounds exceeded budget by 43%, range revenue (\$6.3K) exceeded budget by \$2.8K and the upgraded range experience is getting rave reviews.
- Exceeded EBITDA projections, \$4.2K with a budget of (\$19.6K), even with all the weather interruptions.

CAPEX Projects:

Our CAPEX plan for 2024 has been submitted. We are working on getting our replacement equipment schedule dialed in as the supply chain remains very back logged.

Tee Sheet Activity:

- There were 4,496 total rounds for the month which included 3,889 paid rounds, 325 Annual Pass rounds and 282 other rounds. These numbers reflect an 43% increase over budget and 25% more than prior year.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website and GolfNow.
- Player Assistants continue to be scheduled and mentored. Also, Starters have been implemented to control the flow of play off the first tee. While this presents an increase in payroll, their presence has improved the golf experience and added to our level of service regarding on course attention.

JUNE 2023 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	3,889	2,459	3,034	36,044	30,236	34,496
ANNUAL	325	461	313	3,191	3,409	3,481
OTHER	282	233	241	2,290	2,012	2,359
TOTAL ROUNDS	4,496	3,153	3,588	41,525	35,657	40,336

Course & Grounds

- Our Superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head, and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.
- We saw 7.65" of rain in June, significantly affecting 4 days and costing us about 500+ rounds.
- When weather permitted, our team verti-cut and top dressed the greens to smooth out the roll.
- We continue to be challenged with our bunker drainage. We spent many hours prepping them after they were washed out by heavy rainfall.

Golf Shop/Carts

- The Golf Shop is looking great and stocked completely with all of our golfers needs (and wants). We exceeded budgeted Golf Shop sales by \$26K in June.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. The relatively new fleet of golf carts are performing nicely with just some minor repairs occasionally.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded \$930 in lessons in June. With the rising temperatures, lessons slowed down somewhat.
- The MGA and the WGA have continued their league play for the month and we have seen an increase in players as a result of incredible course conditions and an influx of new home purchases in the area.

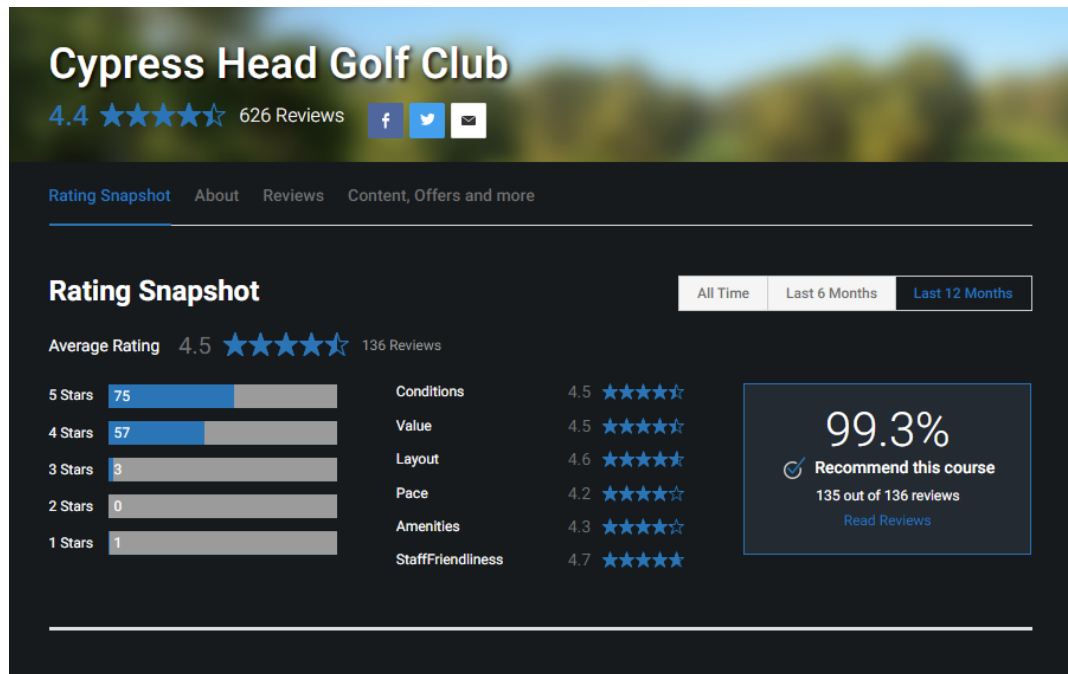


- We hosted 3 large tournaments and several small outings in June with over 300 players, generating \$21.4K in revenue (over budget by \$14.4K) and rave reviews from the participants.

Marketing and Sales:

- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.
- We continue to maintain our database of emails with approximately 11,443 unique e-mail addresses (+304 from prior month). Our Facebook followers are at 1,500 (down 41) and Instagram is up to 443 (up 6) followers.
- Nightly surveys continued to be strong in June, highlighted by 129 surveys being submitted and an NPS of 89.1 (Please see table below).
- Outside tournament bookings are very strong as we prepare for the Fall season.

	Week of 05/28	Week of 06/04	Week of 06/11	Week of 06/18	Week of 06/25	Total
# of responses	🔴 13	42	29	🔴 22	🔴 23	129
Net Promoter Score						
Property NPS	🔴 100.0	92.9 ○	89.7 ○	🔴 81.8	🔴 82.6	89.1
Key Metrics						
Likelihood to Return	🔴 9.9	9.9 ○	9.7 ○	🔴 9.7	🔴 9.3	9.7
Overall Experience Satisfaction	🔴 9.7	9.6 ○	9.4 ○	🔴 8.8	🔴 8.3	9.2
Service Satisfaction	🔴 9.9	9.8 ○	9.5 ○	🔴 9.8	🔴 9.0	9.6



We continue to deliver True Service to our members and guests and insure they enjoy their experience here at Cypress Head. With our NPS at 89.1 and all vital categories well above 9.0, it is apparent that the team is delivering a “Best in Class” golf experience.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- The team at Cypress Head continues to work well with the entire staff at the Parks & Recreation department to continue providing the “Best in Class” experience for all players.
- Cypress Head installed some new split rail fencing along the mounds approaching 18 green, behind the clubhouse, bringing rave reviews from our guests.



Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management

The Golf Club at Cypress Head
Comparative Income Statement
For the Ten Months Ending July 31, 2023

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	116,105	1,390,746	1,557,815	89%	130,572	1,575,798	1,259,492	125%
Merchandise	10,207	111,150	125,691	88%	24,446	236,949	90,550	262%
Other Pro Shop	2,048	21,686	23,918	91%	1,563	29,309	19,063	154%
Range	4,056	46,154	51,597	89%	5,077	59,914	44,300	135%
Other Operating Revenues	3,223	35,432	40,086	88%	3,197	35,664	36,122	99%
TOTAL REVENUE	135,638	1,605,168	1,799,106	89%	164,855	1,937,634	1,449,526	134%
COST OF SALES								
Merchandise	5,006	70,005	78,941	89%	16,461	169,412	55,236	307%
TOTAL COGS	5,006	70,005	78,941	89%	16,461	169,412	55,236	307%
COGS - Merchandise %	49.1%	63.0%	62.8%	100.3%	67.3%	71.5%	61.0%	117.2%
PAYROLL								
Course and Grounds	33,650	358,435	430,587	83%	37,380	380,861	416,997	91%
Carts, Range, Starters, Etc.	10,121	93,041	108,062	86%	14,482	132,482	98,064	135%
Pro Shop	8,204	73,688	87,407	84%	11,132	106,901	85,253	125%
General and Administrative	14,008	130,261	158,668	82%	16,496	164,126	160,946	102%
Marketing	4,809	48,867	58,791	83%	716	31,363	48,841	64%
TOTAL PAYROLL	70,792	704,292	843,515	83%	80,206	815,733	810,100	101%
OPERATING EXPENSES								
Course and Grounds	28,096	239,275	306,972	78%	23,658	271,308	264,162	103%
Carts, Range, Starters, Etc.	4,227	55,680	64,844	86%	10,066	111,462	88,006	127%
Pro Shop	257	10,529	11,073	95%	586	12,975	7,085	183%
General and Administrative	20,041	225,200	268,720	84%	26,061	274,490	227,125	121%
Marketing	2,003	21,854	23,886	91%	5,504	23,901	23,190	103%
TOTAL OPERATING EXPENSES	54,624	552,538	675,495	82%	65,875	694,137	609,568	114%
TOTAL EXPENSES	130,422	1,326,835	1,597,951	83%	162,543	1,679,282	1,474,903	114%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,307)	(63,075)	(75,816)	83%	(6,400)	(63,874)	(76,432)	84%
Depreciation & Amortization	(96)	(955)	(1,146)	83%	(96)	(955)	(1,146)	83%
TOTAL OTHER INCOME (EXPENSE)	(6,403)	(64,030)	(76,962)	83%	(6,496)	(64,829)	(77,578)	84%
NET INCOME	(1,187)	214,303	124,193	173%	(4,184)	193,523	(102,955)	-188%
=====								
Paid Rounds	3,497	37,993	42,729		3,619	39,663	37,780	
Annual Pass Rounds	307	3,788	4,406		298	3,489	4,748	
Other Rounds	269	2,628	3,036		236	2,526	2,636	
Total Rounds	4,073	44,409	50,171		4,153	45,678	45,164	
Revenue/Paid Rounds	39	42	42		46	49	46	
Revenue/Total Rounds	33	36	36		40	42	39	

The Golf Club at Cypress Head

For the Month Ending July 31, 2023

	07/31/22	08/31/22	09/30/22	10/31/22	11/30/22	12/31/22	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23	06/30/23	07/31/23
REVENUES													
Green Fees & Cart Fees	116,104.71	84,541.09	82,527.75	76,416.40	132,017.55	151,836.60	190,652.13	202,987.87	215,490.49	193,774.07	152,982.45	129,068.67	130,571.95
Merchandise	10,206.64	8,434.76	6,106.00	5,732.44	9,609.82	21,332.57	18,588.99	31,512.42	31,817.76	26,833.45	32,725.04	34,350.55	24,446.20
Other Pro Shop	2,048.00	1,165.00	1,067.00	850.00	2,277.06	1,634.60	3,804.00	6,604.00	4,505.00	2,976.50	3,060.00	2,035.00	1,563.00
Range	4,056.10	3,180.02	2,262.58	2,957.24	3,822.98	4,403.90	6,571.07	7,756.67	8,744.83	7,745.13	6,551.80	6,283.24	5,076.88
Other Operating Revenues	3,222.79	2,489.12	2,164.82	1,863.48	3,144.77	3,446.98	4,168.43	4,441.06	4,778.04	3,995.63	3,396.74	3,231.72	3,196.76
TOTAL REVENUE	135,638.24	99,809.99	94,128.15	87,819.56	150,872.18	182,654.65	223,784.62	253,302.02	265,336.12	235,324.78	198,716.03	174,969.18	164,854.79
COST OF SALES													
Merchandise	5,006.48	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49
TOTAL COGS	5,006.48	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49
COGS - Merchandise %	49.1%	62.4%	60.2%	61.9%	69.2%	76.5%	67.5%	75.0%	67.5%	67.4%	78.9%	72.4%	67.3%
PAYROLL													
Course and Grounds	33,649.77	36,966.52	35,185.19	39,929.59	39,739.57	37,444.77	33,288.78	41,234.88	39,656.83	36,721.96	39,379.74	36,084.94	37,380.16
Carts, Range, Starters, Etc.	10,121.42	7,904.02	7,117.30	8,050.49	10,565.72	11,495.02	12,977.07	12,162.64	15,935.90	16,569.79	15,122.18	15,121.41	14,481.80
Pro Shop	8,204.05	6,904.70	6,814.31	6,958.36	9,876.88	9,654.01	10,570.48	11,008.79	12,447.03	11,852.05	11,781.65	11,619.61	11,132.34
General and Administrative	14,007.58	13,195.59	15,210.90	15,107.25	16,222.91	17,041.98	16,963.43	15,566.50	17,303.45	16,471.00	16,256.82	16,875.81	16,496.47
Marketing	4,808.85	3,970.08	5,954.61	3,811.96	3,862.00	5,058.98	3,948.90	4,553.32	3,702.16	2,476.00	1,154.73	2,078.81	715.70
TOTAL PAYROLL	70,791.67	68,940.91	70,282.31	73,857.65	80,267.08	80,694.76	77,768.66	84,526.13	89,045.37	84,090.80	83,695.12	81,580.58	80,206.47
OPERATING EXPENSES													
Course and Grounds	28,096.16	26,704.17	40,992.52	32,051.47	16,665.60	22,238.01	22,411.79	32,884.10	29,630.97	27,235.88	38,080.90	26,451.23	23,658.31
Carts, Range, Starters, Etc.	4,226.77	4,372.60	4,791.98	9,137.25	12,405.83	11,790.97	13,003.55	14,509.57	10,386.39	9,778.26	9,691.04	10,693.49	10,065.89
Pro Shop	257.32	353.48	190.44	179.65	1,524.96	648.62	305.73	5,915.29	2,068.60	1,503.88	0.00	242.63	585.57
General and Administrative	20,040.95	19,379.21	24,140.22	27,760.94	24,472.89	34,144.79	29,526.11	27,848.02	28,772.72	24,549.16	28,348.77	23,005.64	26,061.35
Marketing	2,002.95	688.48	1,344.02	813.11	1,042.17	2,176.64	836.70	112.46	566.18	6,400.23	2,481.75	3,967.87	5,503.70
TOTAL OPERATING EXPENSE	54,624.15	51,497.94	71,459.18	69,942.42	56,111.45	70,999.03	66,083.88	81,269.44	71,424.86	69,467.41	78,602.46	64,360.86	65,874.82
TOTAL EXPENSES	130,422.30	125,700.93	145,415.30	147,351.29	143,032.57	168,006.89	156,393.93	189,440.87	181,943.27	171,643.59	188,122.28	170,804.17	162,542.78
EBITDA	5,215.94	(25,890.94)	(51,287.15)	(59,531.73)	7,839.61	14,647.76	67,390.69	63,861.15	83,392.85	63,681.19	10,593.75	4,165.01	2,312.01

For the Month Ending July 31, 2023

[illegible]

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended July 31, 2023

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(59,532)	7,840	14,648	67,391	63,861	83,393	63,681	10,594	4,165	2,312	0	0
Management Fee Expense	(6,274)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0	0
Net Income	(65,901)	1,344	8,152	60,895	57,366	76,897	57,186	4,098	(2,331)	(4,184)	0	0
Working Capital Changes												
Inventory	(6,201)	(13,489)	(8,640)	(17,450)	(12,888)	(6,201)	(786)	(7,711)	(3,497)	(1,554)	0	0
Receivables	92,368	1,011	59	(5,166)	5,294	(171)	(2,411)	2,479	(13,181)	11,947	0	0
Prepaid Expenses	8,069	(9,649)	(12,225)	10,892	21,296	(9,057)	8,180	6,861	(27,203)	7,132	0	0
Payables	21,540	4,134	28,307	24,002	2,495	(4,888)	(20,122)	(20,433)	8,652	(9,153)	0	0
Due to from the City	960	239	1	(196)	158	305	(758)	265	116	(40)	0	0
Accrued Expenses	6,872	11,742	8,090	8,217	5,682	(26,636)	3,840	397	8,267	6,829	0	0
Deferred Revenues	(32,874)	1,527	(38,923)	(9,040)	(6,873)	7,467	(22,847)	(12,087)	(30,478)	(11,687)	0	0
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	96	0	0
Operating Cash Flow	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	(59,558)	(614)	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	(59,558)	(614)	0	0
Beginning Cash	255,433	280,363	277,317	262,233	334,482	407,106	444,919	467,297	441,262	381,704	381,089	326,686
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	(59,558)	(614)	0	0
Ending Cash	280,363	277,317	262,233	334,482	407,106	444,919	467,297	441,262	381,704	381,089	381,089	326,686

Ranges: From:
Date: 7/1/2023
Account: First

To:
7/31/2023
Last

Sorted By:
Include:
Print Currency In:

Account
Posting, Unit
Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$353,724.94	\$180,278.23	\$186,638.42	(\$6,360.19)	\$347,364.75
	10050-5950-900	Cash - Course Payroll BMO	\$26,628.88	\$70,000.00	\$64,254.16	\$5,745.84	\$32,374.72
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$13,527.96	\$6,805.13	\$18,752.37	(\$11,947.24)	\$1,580.72
	12000-5950-900	Inventory - Merchandise	\$98,039.96	\$19,556.63	\$18,002.25	\$1,554.38	\$99,594.34
	13020-5950-900	Prepaid Insurance	\$46,289.60	\$0.00	\$8,497.24	(\$8,497.24)	\$37,792.36
	13040-5950-900	Prepaid Exp - Other	\$8,290.84	\$1,869.70	\$504.84	\$1,364.86	\$9,655.70
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,925.02)	\$0.00	\$23.12	(\$23.12)	(\$4,948.14)
	22080-5950-900	Accum. Deprec - Buildings	(\$27,049.40)	\$0.00	\$72.41	(\$27.41)	(\$27,121.81)
	30000-5950-900	Accts Pay - Trade	(\$71,628.39)	\$89,941.53	\$80,788.13	\$9,153.40	(\$62,474.99)
	30040-5950-900	Accts Pay - Other	(\$123,920.02)	\$16,295.58	\$16,255.98	\$39.60	(\$123,880.42)
	31000-5950-900	Accrued Expenses	(\$800.00)	\$800.00	\$1,600.00	(\$800.00)	\$1,600.00
	31020-5950-900	Accrued Payroll	(\$47,060.47)	\$35,558.32	\$39,289.28	(\$3,730.96)	(\$50,791.43)
	31080-5950-900	Accrued Tips Payable	(\$100.00)	\$3,036.00	\$4,956.00	(\$1,920.00)	(\$2,020.00)
	31220-5950-900	Accrued Sales Tax	(\$9,502.79)	\$9,584.69	\$9,962.28	(\$377.59)	(\$9,880.38)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,196.76	\$3,196.76	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$6,732.77)	\$1,511.79	\$3,373.69	(\$1,861.90)	(\$8,594.67)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$14,407.57)	\$3,051.41	\$1,392.90	\$1,658.51	(\$12,749.06)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$7,872.18)	\$2,624.03	\$0.00	\$2,624.03	(\$5,248.15)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$9,058.28)	\$3,019.44	\$0.00	\$3,019.44	(\$6,038.84)
	32070-5950-900	Deferred Rev - Gift Cards	(\$35,329.49)	\$1,191.66	\$1,000.28	\$191.38	(\$35,138.11)
	32100-5950-900	Deferred Rev - Credit Books	(\$10,606.85)	\$1,006.58	\$982.00	\$24.58	(\$10,582.27)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$17,101.10)	\$6,031.11	\$0.00	\$6,031.11	(\$11,069.99)
	49020-5950-900	Retained Earnings - Current	(\$199.13)	\$0.00	\$0.00	\$0.00	(\$199.13)
	50000-5950-100	Green Fees - Annual Pass	(\$49,971.10)	\$0.00	\$5,643.47	(\$5,643.47)	(\$55,614.57)
	5002A-5950-100	Green Fee - Annual	(\$332.72)	\$361.68	\$28.96	\$332.72	\$0.00
	5003A-5950-100	Green Fee - Group	(\$90,675.19)	\$0.00	\$7,299.22	(\$7,299.22)	(\$97,974.41)
	50040-5950-100	Green Fees - Member	(\$4,742.46)	\$1,002.96	\$508.10	\$494.86	(\$4,247.60)
	5005A-5950-100	Green Fee - Hotel	(\$50.74)	\$0.00	\$0.00	\$0.00	(\$50.74)
	5006A-5950-100	Green Fee - Junior	(\$1,603.99)	\$0.00	\$798.08	(\$798.08)	(\$2,402.07)
	50070-5950-100	Green Fees - (surcharge)	(\$33,144.54)	\$3,249.40	\$6,446.15	(\$3,196.75)	(\$36,341.29)
	5007A-5950-100	Green Fee - League	(\$77,706.33)	\$0.00	\$146.30	(\$146.30)	(\$77,852.63)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$106,387.81)	\$0.00	\$14,130.29	(\$14,130.29)	(\$120,518.10)
	5012A-5950-100	Green Fee - Outing	(\$70,240.39)	\$0.00	\$4,404.08	(\$4,404.08)	(\$74,644.47)
	5014A-5950-100	Green Fee - Resident	(\$303,785.48)	\$3,597.31	\$25,658.25	(\$22,060.94)	(\$325,846.42)
	5015A-5950-100	Green Fee - Senior	(\$217,428.55)	\$0.00	\$23,206.05	(\$23,206.05)	(\$240,634.60)
	5016A-5950-100	Green Fee - Staff	(\$1.00)	\$0.00	\$0.00	\$0.00	(\$1.00)
	5017A-5950-100	Green Fee - Trade	(\$108.06)	\$0.00	\$0.00	\$0.00	(\$108.06)
	5018A-5950-100	Green Fee - Twilight	(\$58.90)	\$0.00	\$0.00	\$0.00	(\$58.90)
	5019A-5950-100	Green Fee - Wholesale	(\$3,248.40)	\$76.90	\$1,652.57	(\$1,575.67)	(\$4,824.07)
	50500-5950-200	Cart Fee 18	(\$420,704.17)	\$420.00	\$43,327.57	(\$42,907.57)	(\$463,611.74)
	50520-5950-200	Cart Fee - Annual Trail	(\$65,036.40)	\$0.00	\$6,031.11	(\$6,031.11)	(\$71,067.51)
	52090-5950-600	Handicap Fee	(\$5,264.00)	\$0.00	\$25.00	(\$25.00)	(\$5,289.00)
	52150-5950-600	Lessons	(\$15,637.50)	\$0.00	\$645.00	(\$645.00)	(\$16,282.50)
	52280-5950-600	Rental Clubs	(\$6,844.66)	\$0.00	\$893.00	(\$893.00)	(\$7,737.66)
	52310-5950-600	Retail	(\$212,503.04)	\$0.00	\$24,446.20	(\$24,446.20)	(\$236,949.24)
	53050-5950-220	Range Pass Revenue	(\$54,836.86)	\$0.00	\$5,076.88	(\$5,076.88)	(\$59,913.74)
	56120-5950-100	City Surcharge R & R	(\$32,466.85)	\$0.00	\$3,196.76	(\$3,196.76)	(\$35,663.61)
	60000-5950-600	COGS - Merchandise - Accessories	\$152,950.90	\$16,461.49	\$0.00	\$16,461.49	\$169,412.39
	70000-5950-100	Gross Payroll - Salaried	\$98,346.01	\$16,388.36	\$5,098.60	\$11,289.76	\$109,635.77

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70000-5950-600	Gross Payroll - Salaried	\$31,117.34	\$5,540.32	\$1,847.38	\$3,692.94	\$34,810.28
	70000-5950-900	Gross Payroll - Salaried	\$112,465.46	\$18,627.86	\$5,894.54	\$12,733.32	\$125,198.78
	70000-5950-950	Gross Payroll - Salaried	\$21,430.44	\$0.00	\$0.00	\$0.00	\$21,430.44
	70010-5950-100	Gross Payroll - Hourly	\$197,719.87	\$29,713.11	\$9,105.29	\$20,607.82	\$218,327.69
	70010-5950-200	Gross Payroll - Hourly	\$106,846.97	\$19,126.75	\$5,996.69	\$13,130.06	\$119,977.03
	70010-5950-600	Gross Payroll - Hourly	\$50,656.38	\$8,476.20	\$2,676.46	\$5,799.74	\$56,456.12
	70010-5950-900	Gross Payroll - Hourly	\$512.71	\$75.83	\$35.53	\$40.30	\$553.01
	70010-5950-950	Gross Payroll - Hourly	\$6,241.72	\$1,330.88	\$679.50	\$651.38	\$6,893.10
	71000-5950-100	Payroll Tax - FICA	\$21,909.18	\$3,448.10	\$1,047.24	\$2,400.86	\$24,310.04
	71000-5950-200	Payroll Tax - FICA	\$8,483.85	\$1,512.96	\$500.87	\$1,012.09	\$9,495.94
	71000-5950-600	Payroll Tax - FICA	\$6,385.05	\$1,237.32	\$432.79	\$804.53	\$7,189.58
	71000-5950-900	Payroll Tax - FICA	\$7,375.67	\$1,310.42	\$393.44	\$916.98	\$8,292.65
	71000-5950-950	Payroll Tax - FICA	\$2,125.26	\$101.81	\$51.99	\$49.82	\$2,175.08
	71010-5950-100	Payroll Tax - UC	\$663.30	\$11.53	\$0.00	\$11.53	\$674.83
	71010-5950-200	Payroll Tax - UC	\$814.91	\$109.15	\$0.00	\$109.15	\$924.06
	71010-5950-600	Payroll Tax - UC	\$344.38	\$19.23	\$0.00	\$19.23	\$363.61
	71010-5950-900	Payroll Tax - UC	\$113.78	\$0.47	\$0.00	\$0.47	\$114.25
	71010-5950-950	Payroll Tax - UC	\$57.38	\$0.00	\$0.00	\$0.00	\$57.38
	71020-5950-100	Payroll Tax - WC	\$5,579.59	\$552.91	\$0.00	\$552.91	\$6,132.50
	71020-5950-200	Payroll Tax - WC	\$1,997.78	\$224.98	\$0.00	\$224.98	\$2,222.76
	71020-5950-600	Payroll Tax - WC	\$1,541.57	\$166.86	\$0.00	\$166.86	\$1,708.43
	71020-5950-900	Payroll Tax - WC	\$2,149.62	\$222.63	\$0.00	\$222.63	\$2,372.25
	71020-5950-950	Payroll Tax - WC	\$440.82	\$0.00	\$0.00	\$0.00	\$440.82
	71030-5950-100	Benefits	\$19,263.11	\$6,332.30	\$3,815.02	\$2,517.28	\$21,780.39
	71030-5950-200	Benefits	(\$143.29)	\$412.98	\$407.46	\$5.52	(\$137.77)
	71030-5950-600	Benefits	\$5,724.14	\$1,398.87	\$749.83	\$649.04	\$6,373.18
	71030-5950-900	Benefits	\$25,011.91	\$4,770.03	\$2,187.26	\$2,582.77	\$27,594.68
	71030-5950-950	Benefits	\$351.24	\$72.47	\$57.97	\$14.50	\$365.74
	80110-5950-200	Cart Supplies	\$700.54	\$0.00	\$0.00	\$0.00	\$700.54
	80120-5950-100	Chemicals	\$4,965.65	\$2,104.67	\$0.00	\$2,104.67	\$7,070.32
	80170-5950-100	Course Accessories	\$6,588.27	\$0.00	\$0.00	\$0.00	\$6,588.27
	80230-5950-100	Fertilizer	\$50,291.66	\$1,513.00	\$1,024.64	\$488.36	\$50,780.02
	80250-5950-100	Flowers/Decor	\$1,759.62	\$11.65	\$0.00	\$11.65	\$1,771.27
	80270-5950-100	Fuel	\$13,754.84	\$1,562.21	\$0.00	\$1,562.21	\$15,317.05
	80280-5950-100	Fungicides	\$1,266.92	\$230.25	\$0.00	\$230.25	\$1,497.17
	80320-5950-100	Herbicides	\$30,022.23	\$3,146.62	\$0.00	\$3,146.62	\$33,168.85
	80370-5950-100	Insecticides	\$3,485.19	\$2,172.80	\$0.00	\$2,172.80	\$5,657.99
	80380-5950-900	Janitorial Supplies	\$5,690.17	\$0.00	\$0.00	\$0.00	\$5,690.17
	80420-5950-900	Laundry/Uniforms	\$1,504.31	\$0.00	\$0.00	\$0.00	\$1,504.31
	80520-5950-600	Office Supplies	\$138.46	\$0.00	\$0.00	\$0.00	\$138.46
	80520-5950-900	Office Supplies	\$5,861.84	\$427.96	\$0.00	\$427.96	\$6,289.80
	80590-5950-600	Printing	\$1,090.00	\$0.00	\$0.00	\$0.00	\$1,090.00
	80590-5950-900	Printing	\$15.50	\$0.00	\$0.00	\$0.00	\$15.50
	80610-5950-220	Range Balls	\$5,792.14	\$0.00	\$0.00	\$0.00	\$5,792.14
	80620-5950-220	Range Equipment	\$1,175.82	\$0.00	\$0.00	\$0.00	\$1,175.82
	80630-5950-220	Range Expenses	\$1,873.41	\$109.90	\$0.00	\$109.90	\$1,983.31
	80690-5950-100	Sand/Topdress	\$9,221.23	\$2,114.31	\$0.00	\$2,114.31	\$11,335.54
	80710-5950-100	Seeds/Trees	\$7,010.00	\$0.00	\$0.00	\$0.00	\$7,010.00
	80730-5950-100	Small Tools	\$492.93	\$0.00	\$0.00	\$0.00	\$492.93
	80770-5950-100	Staff/Volunteer Uniforms	\$405.19	\$470.23	\$0.00	\$470.23	\$875.42
	80780-5950-200	Supplies	\$3,950.29	\$87.64	\$0.00	\$87.64	\$4,037.93
	80780-5950-600	Supplies	\$3,699.82	\$17.48	\$0.00	\$17.48	\$3,717.30
	80810-5950-600	Tournament Expense	\$1,427.08	\$227.09	\$163.00	\$64.09	\$1,491.17
	81010-5950-900	Alarm System	\$1,465.46	\$139.00	\$0.00	\$139.00	\$1,604.46
	81090-5950-200	Cart Repairs	\$1,602.62	\$42.56	\$0.00	\$42.56	\$1,645.18
	81130-5950-900	Computer Service	\$4,631.12	\$1,190.54	\$0.00	\$1,190.54	\$5,821.66
	81140-5950-900	Contract Cleaning	\$6,030.90	\$1,000.00	\$175.00	\$825.00	\$6,855.90
	81200-5950-900	Guest Relations	\$8,258.39	\$0.00	\$0.00	\$0.00	\$8,258.39
	81220-5950-600	Handicap Expense	\$6,034.00	\$504.00	\$0.00	\$504.00	\$6,538.00
	81250-5950-100	Irrigation	\$5,635.07	\$175.00	\$0.00	\$175.00	\$5,810.07

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81340-5950-100	Repair & Maint - Paths	\$251.43	\$0.00	\$0.00	\$0.00	\$251.43
	81350-5950-100	Repair & Maint - Equipment	\$20,495.13	\$2,194.13	\$0.00	\$2,194.13	\$22,689.26
	81350-5950-220	Repair & Maint - Equipment	\$3,200.00	\$568.02	\$0.00	\$568.02	\$3,768.02
	81350-5950-900	Repair & Maint - Equipment	\$756.11	\$1,995.00	\$0.00	\$1,995.00	\$2,751.11
	81360-5950-100	Repair & Maint - Building	\$1,253.49	\$0.00	\$0.00	\$0.00	\$1,253.49
	81360-5950-900	Repair & Maint - Building	\$5,896.37	\$182.52	\$0.00	\$182.52	\$6,078.89
	82000-5950-200	Cart Lease	\$77,193.00	\$8,577.00	\$0.00	\$8,577.00	\$85,770.00
	82020-5950-100	Equipment Lease	\$64,260.00	\$7,140.00	\$0.00	\$7,140.00	\$71,400.00
	82060-5950-900	Off-Site Storage	\$1,854.00	\$206.00	\$0.00	\$206.00	\$2,060.00
	83000-5950-100	Utilities - Electric	\$2,570.28	\$357.21	\$0.00	\$357.21	\$2,927.49
	83000-5950-200	Utilities - Electric	\$5,908.53	\$680.77	\$0.00	\$680.77	\$6,589.30
	83020-5950-100	Utilities - Other	\$17,284.29	\$1,240.76	\$0.00	\$1,240.76	\$18,525.05
	83020-5950-900	Utilities - Other	\$18,495.37	\$2,726.32	\$0.00	\$2,726.32	\$21,221.69
	83030-5950-900	Utilities - Telephone/Fax	\$1,826.82	\$196.39	\$0.00	\$196.39	\$2,023.21
	83050-5950-100	Utilities - Water	\$2,020.51	\$204.36	\$0.00	\$204.36	\$2,224.87
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$13,397.11	\$5,503.70	\$0.00	\$5,503.70	\$18,900.81
	84110-5950-950	Adv/Promo - Website	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	85020-5950-900	Bank Charges	\$2,928.12	\$232.24	\$50.41	\$181.83	\$3,109.95
	85050-5950-900	Cash Short/(Over)	\$26.98	\$858.66	\$925.01	(\$66.35)	(\$39.37)
	85060-5950-900	Cell Phone	\$2,160.00	\$190.00	\$0.00	\$190.00	\$2,350.00
	85070-5950-900	City Surcharge R & R	\$32,466.85	\$3,196.76	\$0.00	\$3,196.76	\$35,663.61
	85120-5950-900	Credit Card Discounts	\$43,166.33	\$3,746.29	\$0.00	\$3,746.29	\$46,912.62
	85140-5950-900	Donations	(\$10.00)	\$0.00	\$50.00	(\$50.00)	(\$60.00)
	85150-5950-900	Dues & Subscriptions	\$2,042.49	\$597.00	\$0.00	\$597.00	\$2,639.49
	85160-5950-100	Education & Training	\$835.00	\$0.00	\$0.00	\$0.00	\$835.00
	85190-5950-100	Employee Relations	\$679.30	\$0.00	\$0.00	\$0.00	\$679.30
	85190-5950-900	Employee Relations	\$6,045.82	\$385.64	\$0.00	\$385.64	\$6,431.46
	85200-5950-100	Employee Testing	\$101.72	\$45.75	\$0.00	\$45.75	\$147.47
	85280-5950-900	Insurance Expense	\$69,092.94	\$10,097.24	\$800.00	\$9,297.24	\$78,390.18
	85320-5950-900	Member Relations	(\$3,783.88)	\$8.00	\$0.00	\$8.00	(\$3,775.88)
	85340-5950-900	Miscellaneous	\$8.23	\$0.00	\$0.00	\$0.00	\$8.23
	85390-5950-900	O/S - Accounting	\$15,500.00	\$0.00	\$0.00	\$0.00	\$15,500.00
	85430-5950-100	O/S - Other	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00
	85480-5950-900	Payroll Processing Fee	\$4,026.12	\$457.24	\$0.00	\$457.24	\$4,483.36
	85490-5950-900	Postage/Shipping	\$1,640.36	\$166.42	\$0.00	\$166.42	\$1,806.78
	85610-5950-900	Tax/Licenses/Fees	(\$200.01)	\$75.00	\$30.00	\$45.00	(\$155.01)
	85710-5950-900	Travel - Meals	\$245.97	\$0.00	\$0.00	\$0.00	\$245.97
	85720-5950-900	Travel - Other	\$10,761.36	\$17.55	\$0.00	\$17.55	\$10,778.91
	89020-5950-900	Employee Meals	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
	90000-5950-900	Management Fee	\$57,473.85	\$6,841.00	\$441.00	\$6,400.00	\$63,873.85
	98020-5950-900	Deprec - Mach & Equip	\$208.08	\$23.12	\$0.00	\$23.12	\$231.20
	98040-5950-900	Deprec - Buildings	\$651.69	\$72.41	\$0.00	\$72.41	\$724.10
	R002A-5950-100	Rounds - Annual	11,615.00	298.00	0.00	298.00	11,913.00
	R003A-5950-100	Rounds - Group	14,254.00	448.00	0.00	448.00	14,702.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	1,626.00	139.00	0.00	139.00	1,765.00
	R007A-5950-100	Rounds - Green Fee - League	15,005.00	14.00	0.00	14.00	15,019.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	6,755.00	497.00	0.00	497.00	7,252.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	653.00	37.00	0.00	37.00	690.00
	R012A-5950-100	Rounds - Green Fee - Outing	8,800.00	178.00	0.00	178.00	8,978.00
	R014A-5950-100	Rounds - Resident	51,593.00	1,429.00	76.00	1,353.00	52,946.00
	R015A-5950-100	Rounds - Green Fee - Senior	20,532.00	923.00	0.00	923.00	21,455.00
	R016A-5950-100	Rounds - Green Fee - Staff	4,330.00	138.00	0.00	138.00	4,468.00
	R017A-5950-100	Rounds - Green Fee - Trade	3,086.00	61.00	0.00	61.00	3,147.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	342.00	67.00	0.00	67.00	409.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWd-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
Grand Totals:			<u>Accounts</u> 174	<u>Beginning Balance</u> \$0.00	<u>Debit</u> \$677,742.07	<u>Credit</u> \$677,742.07	<u>Net Change</u> \$0.00
							<u>Ending Balance</u> \$0.00

The Golf Club at Cypress Head

For the Ten Months Ending July 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
130,572	92,991	140%	116,105	112%	Green Fees & Cart Fees	1,575,798	1,354,276	116%	1,390,746	113%	1,525,011	1,742,867
24,446	7,400	330%	10,207	240%	Merchandise	236,949	96,100	247%	111,150	213%	110,100	251,490
1,563	2,320	67%	2,048	76%	Other Pro Shop	29,309	18,530	158%	21,686	135%	20,520	31,541
5,077	3,600	141%	4,056	125%	Range	59,914	45,700	131%	46,154	130%	52,400	65,356
3,197	2,600	123%	3,223	99%	Other Operating Revenues	35,664	33,500	106%	35,432	101%	38,100	40,318
164,855	108,911	151%	135,638	122%	TOTAL REVENUE	1,937,634	1,548,106	125%	1,605,168	121%	1,746,131	2,131,572
COST OF SALES												
16,461	4,736	348%	5,006	329%	Merchandise	169,412	61,504	275%	70,005	242%	70,464	178,348
16,461	4,736	348%	5,006	329%	TOTAL COGS	169,412	61,504	275%	70,005	242%	70,464	178,348
67.3%	64.0%	105.2%	49.1%	137.3%	COGS - Merchandise %	71.5%	64.0%	111.7%	63.0%	113.5%	64.0%	826.2%
PAYROLL												
37,380	38,014	98%	33,650	111%	Course and Grounds	380,861	377,554	101%	358,435	106%	452,813	453,013
14,482	9,172	158%	10,121	143%	Carts, Range, Starters, Etc.	132,482	89,756	148%	93,041	142%	107,804	147,503
11,132	8,615	129%	8,204	136%	Pro Shop	106,901	80,421	133%	73,688	145%	96,444	120,620
16,496	14,847	111%	14,008	118%	General and Administrative	164,126	146,366	112%	130,261	126%	176,060	192,532
716	4,347	16%	4,809	15%	Marketing	31,363	42,787	73%	48,867	64%	51,481	41,287
80,206	74,994	107%	70,792	113%	TOTAL PAYROLL	815,733	736,885	111%	704,292	116%	884,602	954,956
OPERATING EXPENSES												
23,658	24,821	95%	28,096	84%	Course and Grounds	271,308	276,610	98%	239,275	113%	342,652	339,005
10,066	6,350	159%	4,227	238%	Carts, Range, Starters, Etc.	111,462	69,550	160%	55,680	200%	82,450	120,627
586	900	65%	257	228%	Pro Shop	12,975	7,275	178%	10,529	123%	7,575	13,519
26,061	18,105	144%	20,041	130%	General and Administrative	274,490	215,320	127%	225,200	122%	250,742	318,010
5,504	2,700	204%	2,003	275%	Marketing	23,901	17,400	137%	21,854	109%	23,400	25,933
65,875	52,876	125%	54,624	121%	TOTAL OPERATING EXPENSES	694,137	586,155	118%	552,538	126%	706,819	817,094
162,543	132,606	123%	130,422	125%	TOTAL EXPENSES	1,679,282	1,384,544	121%	1,326,835	127%	1,661,885	1,950,398
2,312	(23,695)	-10%	5,216	44%	EBITDA	258,352	163,562	158%	278,333	93%	84,246	181,174

The Golf Club at Cypress Head

For the Ten Months Ending July 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,312	(23,695)	-10%	5,216	44%	EBITDA	258,352	163,562	158%	278,333	93%	84,246	181,174
(6,400)	(6,434)	99%	(6,307)	101%	MANAGEMENT FEES	(63,874)	(64,340)	99%	(63,075)	101%	(77,208)	(76,615)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(955)	(955)	100%	(955)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(955)	(955)	100%	(955)	100%	(1,146)	(1,146)
(4,184)	(30,225)	14%	(1,187)	352%	TOTAL OTHER INCOME (EXPENSE)	(955)	(955)	100%	(955)	100%	(1,146)	(1,146)
					NET INCOME	193,523	98,267	197%	214,303	90%	5,892	103,413
3,619	2,796	129%	3,497	103%	Paid Rounds	39,663	33,032	120%	37,993	104%	37,780	44,399
298	476	63%	307	97%	Annual Pass Rounds	3,489	3,885	90%	3,788	92%	4,748	4,107
236	214	110%	269	88%	Other Rounds	2,526	2,226	113%	2,628	96%	2,636	2,934
4,153	3,486	119%	4,073	102%	Total Rounds	45,678	39,143	117%	44,409	103%	45,164	51,440
46	39	117%	39	117%	Revenue/Paid Rounds	49	47	104%	42	116%	46	565
40	31	127%	33	119%	Revenue/Total Rounds	42	40	107%	36	117%	39	486

The Golf Club at Cypress Head
Summary of All Units
For the Ten Months Ending July 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
81,633	51,231	159%	73,796	111%	Green Fees	1,041,119	893,846	116%	875,216	119%	990,571	1,144,429
48,939	41,760	117%	42,309	116%	Cart Fee	534,679	460,430	116%	515,530	104%	534,440	598,438
25	20	125%	20	125%	Handicap Fee	5,289	4,090	129%	4,791	110%	4,130	5,523
645	2,000	32%	1,798	36%	Lessons	16,283	12,040	135%	14,215	115%	13,590	17,841
893	300	298%	230	388%	Rental Clubs	7,738	2,400	322%	2,680	289%	2,800	8,178
24,446	7,400	330%	10,207	240%	Retail	236,949	96,100	247%	111,150	213%	110,100	251,490
5,077	3,600	141%	4,056	125%	Range	59,914	45,700	131%	46,154	130%	52,400	65,356
3,197	2,600	123%	3,223	99%	City Surcharge R & R	35,664	33,500	106%	35,432	101%	38,100	40,318
164,855	108,911	151%	135,638	122%	Total Revenues	1,937,634	1,548,106	125%	1,605,168	121%	1,746,131	2,131,572
COST OF GOODS SOLD												
16,461	4,736	348%	5,006	329%	COGS - Merchandise	169,412	61,504	275%	70,005	242%	70,464	178,348
16,461	4,736	348%	5,006	329%	Total COGS	169,412	61,504	275%	70,005	242%	70,464	178,348
148,393	104,175	142%	130,632	114%	GROSS MARGIN	1,768,222	1,486,602	119%	1,535,163	115%	1,675,667	1,953,224
67.34%	64.00%	105.22%	49.05%	137.28%	COGS - Merchandise %	71.50%	64.00%	111.71%	62.98%	113.52%	64.00%	826.23%
PAYROLL												
27,716	26,032	106%	26,556	104%	Gross Payroll - Salaried	291,075	257,787	113%	245,519	119%	309,850	345,129
40,229	36,902	109%	36,152	111%	Gross Payroll - Hourly	402,207	358,409	112%	351,230	115%	430,230	465,136
67,945	62,933	108%	62,707	108%	S/T Wages	693,282	616,196	113%	596,749	116%	740,080	810,265
5,184	4,814	108%	4,718	110%	Payroll Tax - FICA	51,463	47,139	109%	44,430	116%	56,616	59,728
140	519	27%	199	71%	Payroll Tax - UC	2,134	8,252	26%	2,309	92%	9,197	2,317
1,167	1,300	90%	1,086	107%	Payroll Tax - WC	12,877	12,429	104%	11,290	114%	14,988	15,526
5,769	5,427	106%	2,081	277%	Benefits	55,976	52,868	106%	49,514	113%	63,721	67,119
12,261	12,061	102%	8,084	152%	S/T Adders	122,450	120,688	101%	107,543	114%	144,522	144,691
80,206	74,994	107%	70,792	113%	TOTAL PAYROLL	815,733	736,885	111%	704,292	116%	884,602	954,956
OPERATING EXPENSES												
0	100	0%	0	0%	Cart Supplies	701	1,000	70%	2,047	34%	1,200	825
2,105	600	351%	743	283%	Chemicals	7,070	6,000	118%	5,938	119%	7,200	9,159
0	200	0%	0	0%	Course Accessories	6,588	2,950	223%	2,320	284%	4,250	8,253
488	3,300	15%	6,426	8%	Fertilizer	50,780	47,400	107%	56,471	90%	58,500	53,620
12	0	0%	0	0%	Flowers/Decor	1,771	900	197%	515	344%	900	1,771
1,562	1,500	104%	3,605	43%	Fuel	15,317	16,300	94%	18,086	85%	19,900	18,912
230	1,100	21%	726	32%	Fungicides	1,497	4,200	36%	2,887	52%	6,400	3,905
3,147	1,600	197%	205	1535%	Herbicides	33,169	26,500	125%	8,131	408%	33,700	39,657
2,173	1,200	181%	1,132	192%	Insecticides	5,658	11,100	51%	10,157	56%	13,100	7,646
0	800	0%	619	0%	Janitorial Supplies	5,690	6,900	82%	6,712	85%	8,000	6,404
0	100	0%	26	0%	Laundry/Uniforms	1,504	2,000	75%	950	158%	2,200	2,073
428	250	171%	215	199%	Office Supplies	6,428	3,500	184%	3,669	175%	4,200	7,437
0	0	0%	0	0%	Printing	1,106	0	0%	0	0%	0	1,106
0	0	0%	0	0%	Range Balls	5,792	3,600	161%	3,520	165%	3,600	5,792
0	0	0%	53	0%	Range Equipment	1,176	1,050	112%	1,087	108%	1,050	1,176
110	100	110%	0	0%	Range Expenses	1,983	1,700	117%	1,629	122%	2,100	1,983
2,114	1,500	141%	1,285	164%	Sand/Topdress	11,336	12,200	93%	7,891	144%	15,200	13,715
0	1,000	0%	0	0%	Seeds/Trees	7,010	13,200	53%	5,665	124%	15,200	10,260
0	0	0%	0	0%	Small Tools	493	2,100	23%	668	74%	3,200	1,669
470	0	0%	0	0%	Staff/Volunteer Uniforms	875	0	0%	0	0%	0	875
105	0	0%	0	0%	Supplies	7,755	200	3878%	3,863	201%	200	7,755
64	50	128%	(916)	-7%	Tournament Expense	1,491	500	298%	243	613%	600	1,491
139	250	56%	119	117%	Alarm System	1,604	2,500	64%	1,828	88%	3,000	1,845
43	50	85%	0	0%	Cart Repairs	1,645	1,100	150%	900	183%	1,200	1,723
1,191	160	744%	160	745%	Computer Service	5,822	1,600	364%	1,598	364%	1,920	6,141
825	650	127%	650	127%	Contract Cleaning	6,856	6,500	105%	6,198	111%	7,800	8,156
0	0	0%	0	0%	Guest Relations	8,258	0	0%	0	0%	0	8,258
504	550	92%	768	66%	Handicap Expense	6,538	5,175	126%	5,297	123%	5,175	6,538
175	1,100	16%	950	18%	Irrigation	5,810	11,000	53%	9,271	63%	13,200	7,757
0	250	0%	0	0%	Lesson Expense	0	900	0%	350	0%	1,000	0
0	0	0%	0	0%	Repair & Maint - Paths	251	0	0%	0	0%	3,000	251
4,757	1,600	297%	2,580	184%	Repair & Maint - Equipment	29,208	16,600	176%	16,625	176%	19,800	42,433
183	800	23%	736	25%	Repair & Maint - Building	7,332	8,900	82%	11,098	66%	9,850	8,032
8,577	5,200	165%	3,535	243%	Cart Lease	85,770	52,000	165%	36,307	236%	62,400	93,491
7,140	7,671	93%	7,671	93%	Equipment Lease	71,400	76,710	93%	69,219	103%	92,052	89,604
206	206	100%	206	100%	Off-Site Storage	2,060	2,060	100%	1,820	113%	2,472	2,277
1,038	1,150	90%	974	107%	Utilities - Electric	9,517	11,500	83%	12,733	75%	13,800	11,418
3,967	3,800	104%	4,615	86%	Utilities - Other	39,747	38,000	105%	38,527	103%	45,600	47,480
196	200	98%	190	103%	Utilities - Telephone/Fax	2,023	2,000	101%	1,860	109%	2,400	2,376
204	200	102%	204	100%	Utilities - Water	2,225	2,200	101%	2,296	97%	2,600	2,618
5,504	2,700	204%	2,003	275%	Advertising & Promotion	23,901	17,400	137%	21,854	109%	23,400	25,933
182	400	45%	336	54%	Bank Charges	3,110	4,000	78%	3,441	90%	4,800	3,816
(66)	0	0%	(28)	237%	Cash Short/(Over)	(39)	0	0%	(632)	6%	0	(45)
190	240	79%	200	95%	Cell Phone	2,350	2,400	98%	2,000	118%	2,880	2,750

The Golf Club at Cypress Head
Summary of All Units
For the Ten Months Ending July 31, 2023

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
3,197	2,649	121%	3,223	99%	City Surcharge R & R	35,664	33,980	105%	35,432	101%	38,940	40,318
3,746	2,000	187%	2,386	157%	Credit Card Discounts	46,913	32,500	144%	37,493	125%	36,500	51,995
(50)	0	0%	(20)	250%	Donations	(60)	0	0%	573	-10%	0	(60)
597	0	0%	0	0%	Dues & Subscriptions	2,639	1,380	191%	1,599	165%	1,880	2,639
0	0	0%	0	0%	Education & Training	835	550	152%	400	209%	550	835
386	100	386%	(118)	-326%	Employee Relations	7,111	1,950	365%	104	6808%	2,150	7,407
46	0	0%	29	158%	Employee Testing	147	0	0%	58	254%	0	147
9,297	6,700	139%	7,707	121%	Insurance Expense	78,390	67,000	117%	62,945	125%	80,400	93,740
8	50	16%	709	1%	Member Relations	(3,776)	500	-755%	2,191	-172%	600	(3,476)
0	0	0%	0	0%	Miscellaneous	8	0	0%	2,081	0%	0	8
0	0	0%	0	0%	O/S - Accounting	15,500	11,200	138%	11,730	132%	11,200	20,000
0	0	0%	0	0%	O/S - Other	3,000	3,000	100%	2,900	103%	6,000	5,900
457	350	131%	415	110%	Payroll Processing Fee	4,483	3,650	123%	4,210	106%	4,350	5,356
166	100	166%	298	56%	Postage/Shipping	1,807	1,550	117%	2,378	76%	1,750	2,151
45	150	30%	(30)	-150%	Tax/Licenses/Fees	(155)	150	-103%	(135)	115%	150	(140)
0	100	0%	0	0%	Travel - Meals	246	1,900	13%	1,115	22%	2,100	246
18	100	18%	35	50%	Travel - Other	10,779	1,000	1078%	2,407	448%	1,200	11,663
0	0	0%	0	0%	Employee Meals	25	0	0%	20	125%	0	25
65,875	52,876	125%	54,624	121%	TOTAL OPERATING EXPENSES	694,137	586,155	118%	552,538	126%	706,819	817,094
2,312	(23,695)	-10%	5,216	44%	EBITDA	258,352	163,562	158%	278,333	93%	84,246	181,174
6,400	6,434	99%	6,307	101%	Management Fee	63,874	64,340	99%	63,075	101%	77,208	76,615
6,400	6,434	99%	6,307	101%	Management Fees	63,874	64,340	99%	63,075	101%	77,208	76,615
23	23	100%	23	100%	Deprec - Mach & Equip	231	231	100%	231	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	724	724	100%	724	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	955	955	100%	955	100%	1,146	1,146
(4,184)	(30,225)	14%	(1,187)	352%	NET INCOME	193,523	98,267	197%	214,303	90%	5,892	103,413

The Golf Club at Cypress Head
Course & Grounds
For the Ten Months Ending July 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
81,633	51,231	159%	73,796	111%	Green Fees	1,041,119	893,846	116%	875,216	119%	990,571	1,144,429
3,197	2,600	123%	3,223	99%	City Surcharge R & R	35,664	33,500	106%	35,432	101%	38,100	40,318
84,830	53,831	158%	77,018	110%	Total Revenues	1,076,783	927,346	116%	910,648	118%	1,028,671	1,184,747
84,830	53,831	158%	77,018	110%	GROSS MARGIN	1,076,783	927,346	116%	910,648	118%	1,028,671	1,184,747
PAYROLL												
11,290	11,047	102%	10,470	108%	Gross Payroll - Salaried	109,636	110,470	99%	100,486	109%	132,564	131,802
20,608	21,645	95%	19,986	103%	Gross Payroll - Hourly	218,328	212,265	103%	205,764	106%	254,858	256,645
31,898	32,692	98%	30,456	105%	S/T Wages	327,963	322,735	102%	306,250	107%	387,422	388,447
2,401	2,501	96%	2,210	109%	Payroll Tax - FICA	24,310	24,689	98%	22,537	108%	29,638	28,659
12	57	20%	28	41%	Payroll Tax - UC	675	3,265	21%	1,086	62%	3,376	701
553	675	82%	545	101%	Payroll Tax - WC	6,133	6,509	94%	5,788	106%	7,845	7,500
2,517	2,088	121%	409	615%	Benefits	21,780	20,356	107%	22,774	96%	24,532	27,706
5,483	5,321	103%	3,193	172%	S/T Adders	52,898	54,819	96%	52,185	101%	65,391	64,566
37,380	38,014	98%	33,650	111%	TOTAL PAYROLL	380,861	377,554	101%	358,435	106%	452,813	453,013
OPERATING EXPENSES												
2,105	600	351%	743	283%	Chemicals	7,070	6,000	118%	5,938	119%	7,200	9,159
0	200	0%	0	0%	Course Accessories	6,588	2,950	223%	2,320	284%	4,250	8,253
488	3,300	15%	6,426	8%	Fertilizer	50,780	47,400	107%	56,471	90%	58,500	53,620
12	0	0%	0	0%	Flowers/Decor	1,771	900	197%	515	344%	900	1,771
1,562	1,500	104%	3,605	43%	Fuel	15,317	16,300	94%	18,086	85%	19,900	18,912
230	1,100	21%	726	32%	Fungicides	1,497	4,200	36%	2,887	52%	6,400	3,905
3,147	1,600	197%	205	1535%	Herbicides	33,169	26,500	125%	8,131	408%	33,700	39,657
2,173	1,200	181%	1,132	192%	Insecticides	5,658	11,100	51%	10,157	56%	13,100	7,646
2,114	1,500	141%	1,285	164%	Sand/Topdress	11,336	12,200	93%	7,891	144%	15,200	13,715
0	1,000	0%	0	0%	Seeds/Trees	7,010	13,200	53%	5,665	124%	15,200	10,260
0	0	0%	0	0%	Small Tools	493	2,100	23%	668	74%	3,200	1,669
470	0	0%	0	0%	Staff/Volunteer Uniforms	875	0	0%	0	0%	0	875
175	1,100	16%	950	18%	Irrigation	5,810	11,000	53%	9,271	63%	13,200	7,757
0	0	0%	0	0%	Repair & Maint - Paths	251	0	0%	0	0%	3,000	251
2,194	1,600	137%	2,215	99%	Repair & Maint - Equipment	22,689	16,000	142%	12,951	175%	19,200	35,259
0	0	0%	331	0%	Repair & Maint - Building	1,253	3,150	40%	1,998	63%	3,150	1,388
7,140	7,671	93%	7,671	93%	Equipment Lease	71,400	76,710	93%	69,219	103%	92,052	89,604
357	250	143%	335	107%	Utilities - Electric	2,927	2,500	117%	2,544	115%	3,000	3,587
1,241	1,800	69%	2,237	55%	Utilities - Other	18,525	18,000	103%	18,699	99%	21,600	21,538
204	200	102%	204	100%	Utilities - Water	2,225	2,200	101%	2,296	97%	2,600	2,618
0	0	0%	0	0%	Education & Training	835	550	152%	400	209%	550	835
0	50	0%	0	0%	Employee Relations	679	500	136%	47	1446%	600	679
46	0	0%	29	158%	Employee Testing	147	0	0%	58	254%	0	147
0	0	0%	0	0%	O/S - Other	3,000	3,000	100%	2,900	103%	6,000	5,900
0	150	0%	0	0%	Tax/Licenses/Fees	0	150	0%	165	0%	150	0
23,658	24,821	95%	28,096	84%	TOTAL OPERATING EXPENSES	271,308	276,610	98%	239,275	113%	342,652	339,005
23,792	(9,004)	-264%	15,273	156%	EBITDA	424,613	273,182	155%	312,938	136%	233,206	392,729
23,792	(9,004)	-264%	15,273	156%	NET INCOME	424,613	273,182	155%	312,938	136%	233,206	392,729

The Golf Club at Cypress Head
Carts
For the Ten Months Ending July 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
48,939	41,760	117%	42,309	116%	Cart Fee	534,679	460,430	116%	515,530	104%	534,440	598,438
48,939	41,760	117%	42,309	116%	Total Revenues	534,679	460,430	116%	515,530	104%	534,440	598,438
48,939	41,760	117%	42,309	116%	GROSS MARGIN	534,679	460,430	116%	515,530	104%	534,440	598,438
					PAYROLL							
13,130	8,087	162%	8,999	146%	Gross Payroll - Hourly	119,977	79,301	151%	83,663	143%	95,213	133,466
13,130	8,087	162%	8,999	146%	S/T Wages	119,977	79,301	151%	83,663	143%	95,213	133,466
1,012	619	164%	832	122%	Payroll Tax - FICA	9,496	6,066	157%	6,895	138%	7,284	10,561
109	300	36%	129	85%	Payroll Tax - UC	924	2,789	33%	902	102%	3,380	1,046
225	167	135%	156	144%	Payroll Tax - WC	2,223	1,599	139%	1,571	141%	1,928	2,569
6	0	0%	6	89%	Benefits	(138)	0	0%	8	-1627%	0	(138)
1,352	1,086	125%	1,123	120%	S/T Adders	12,505	10,455	120%	9,378	133%	12,591	14,038
14,482	9,172	158%	10,121	143%	TOTAL PAYROLL	132,482	89,756	148%	93,041	142%	107,804	147,503
					OPERATING EXPENSES							
0	100	0%	0	0%	Cart Supplies	701	1,000	70%	2,047	34%	1,200	825
88	0	0%	0	0%	Supplies	4,038	0	0%	0	0%	0	4,038
43	50	85%	0	0%	Cart Repairs	1,645	1,100	150%	900	183%	1,200	1,723
8,577	5,200	165%	3,535	243%	Cart Lease	85,770	52,000	165%	36,307	236%	62,400	93,491
681	900	76%	638	107%	Utilities - Electric	6,589	9,000	73%	10,190	65%	10,800	7,831
9,388	6,250	150%	4,173	225%	TOTAL OPERATING EXPENSES	98,743	63,100	156%	49,444	200%	75,600	107,908
25,069	26,338	95%	28,014	89%	EBITDA	303,454	307,574	99%	373,045	81%	351,036	343,027
25,069	26,338	95%	28,014	89%	NET INCOME	303,454	307,574	99%	373,045	81%	351,036	343,027

The Golf Club at Cypress Head
Range
For the Ten Months Ending July 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
5,077	3,600	141%	4,056	125%	Range	59,914	45,700	131%	46,154	130%	52,400	65,356
5,077	3,600	141%	4,056	125%	Total Revenues	59,914	45,700	131%	46,154	130%	52,400	65,356
5,077	3,600	141%	4,056	125%	GROSS MARGIN	59,914	45,700	131%	46,154	130%	52,400	65,356
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	5,792	3,600	161%	3,520	165%	3,600	5,792
0	0	0%	53	0%	Range Equipment	1,176	1,050	112%	1,087	108%	1,050	1,176
110	100	110%	0	0%	Range Expenses	1,983	1,700	117%	1,629	122%	2,100	1,983
568	0	0%	0	0%	Repair & Maint - Equipment	3,768	100	3768%	0	0%	100	3,768
678	100	678%	53	1272%	TOTAL OPERATING EXPENSES	12,719	6,450	197%	6,236	204%	6,850	12,719
4,399	3,500	126%	4,003	110%	EBITDA	47,194	39,250	120%	39,918	118%	45,550	52,637
4,399	3,500	126%	4,003	110%	NET INCOME	47,194	39,250	120%	39,918	118%	45,550	52,637

The Golf Club at Cypress Head
Golf Shop
For the Ten Months Ending July 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
25	20	125%	20	125%	Handicap Fee	5,289	4,090	129%	4,791	110%	4,130	5,523
645	2,000	32%	1,798	36%	Lessons	16,283	12,040	135%	14,215	115%	13,590	17,841
893	300	298%	230	388%	Rental Clubs	7,738	2,400	322%	2,680	289%	2,800	8,178
24,446	7,400	330%	10,207	240%	Retail	236,949	96,100	247%	111,150	213%	110,100	251,490
26,009	9,720	268%	12,255	212%	Total Revenues	266,258	114,630	232%	132,836	200%	130,620	283,031
					COST OF GOODS SOLD							
16,461	4,736	348%	5,006	329%	COGS - Merchandise	169,412	61,504	275%	70,005	242%	70,464	178,348
16,461	4,736	348%	5,006	329%	Total COGS	169,412	61,504	275%	70,005	242%	70,464	178,348
9,548	4,984	192%	7,248	132%	GROSS MARGIN	96,846	53,126	182%	62,831	154%	60,156	104,683
67.34%	64.00%	105.22%	49.05%	137.28%	COGS - Merchandise %	71.50%	64.00%	111.71%	62.98%	113.52%	64.00%	826.23%
					PAYROLL							
3,693	0	0%	0	0%	Gross Payroll - Salaried	34,810	0	0%	0	0%	0	34,810
5,800	7,170	81%	7,167	81%	Gross Payroll - Hourly	56,456	66,843	84%	61,803	91%	80,159	67,579
9,493	7,170	132%	7,167	132%	S/T Wages	91,266	66,843	137%	61,803	148%	80,159	102,390
805	548	147%	551	146%	Payroll Tax - FICA	7,190	5,113	141%	4,763	151%	6,132	8,022
19	148	13%	41	47%	Payroll Tax - UC	364	1,270	29%	362	100%	1,484	399
167	148	113%	118	142%	Payroll Tax - WC	1,708	1,349	127%	1,189	144%	1,624	1,993
649	600	108%	328	198%	Benefits	6,373	5,846	109%	5,570	114%	7,045	7,816
1,640	1,445	113%	1,037	158%	S/T Adders	15,635	13,578	115%	11,885	132%	16,285	18,231
11,132	8,615	129%	8,204	136%	TOTAL PAYROLL	106,901	80,421	133%	73,688	145%	96,444	120,620
					OPERATING EXPENSES							
0	50	0%	0	0%	Office Supplies	138	500	28%	86	162%	600	329
0	0	0%	0	0%	Printing	1,090	0	0%	0	0%	0	1,090
17	0	0%	0	0%	Supplies	3,717	200	1859%	3,863	96%	200	3,717
64	50	128%	(916)	-7%	Tournament Expense	1,491	500	298%	243	613%	600	1,491
504	550	92%	768	66%	Handicap Expense	6,538	5,175	126%	5,297	123%	5,175	6,538
0	250	0%	0	0%	Lesson Expense	0	900	0%	350	0%	1,000	0
0	0	0%	405	0%	Repair & Maint - Building	0	0	0%	690	0%	0	353
586	900	65%	257	228%	TOTAL OPERATING EXPENSES	12,975	7,275	178%	10,529	123%	7,575	13,519
(2,170)	(4,531)	48%	(1,213)	179%	EBITDA	(23,030)	(34,570)	67%	(21,387)	108%	(43,863)	(29,456)
(2,170)	(4,531)	48%	(1,213)	179%	NET INCOME	(23,030)	(34,570)	67%	(21,387)	108%	(43,863)	(29,456)

The Golf Club at Cypress Head
G & A
For the Ten Months Ending July 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
12,733	11,076	115%	11,947	107%	Gross Payroll - Salaried	125,199	109,065	115%	105,758	118%	131,217	148,196
40	0	0%	0	0%	Gross Payroll - Hourly	553	0	0%	0	0%	0	553
12,774	11,076	115%	11,947	107%	S/T Wages	125,752	109,065	115%	105,758	119%	131,217	148,749
917	847	108%	841	109%	Payroll Tax - FICA	8,293	8,343	99%	7,456	111%	10,038	9,791
0	0	0%	0	0%	Payroll Tax - UC	114	519	22%	(130)	-88%	519	114
223	229	97%	207	108%	Payroll Tax - WC	2,372	2,200	108%	2,003	118%	2,658	2,857
2,583	2,695	96%	1,013	255%	Benefits	27,595	26,238	105%	15,173	182%	31,628	31,020
3,723	3,771	99%	2,060	181%	S/T Adders	38,374	37,301	103%	24,503	157%	44,843	43,783
16,496	14,847	111%	14,008	118%	TOTAL PAYROLL	164,126	146,366	112%	130,261	126%	176,060	192,532
OPERATING EXPENSES												
0	800	0%	619	0%	Janitorial Supplies	5,690	6,900	82%	6,712	85%	8,000	6,404
0	100	0%	26	0%	Laundry/Uniforms	1,504	2,000	75%	950	158%	2,200	2,073
428	200	214%	215	199%	Office Supplies	6,290	3,000	210%	3,583	176%	3,600	7,108
0	0	0%	0	0%	Printing	16	0	0%	0	0%	0	16
139	250	56%	119	117%	Alarm System	1,604	2,500	64%	1,828	88%	3,000	1,845
1,191	160	744%	160	745%	Computer Service	5,822	1,600	364%	1,598	364%	1,920	6,141
825	650	127%	650	127%	Contract Cleaning	6,856	6,500	105%	6,198	111%	7,800	8,156
0	0	0%	0	0%	Guest Relations	8,258	0	0%	0	0%	0	8,258
1,995	0	0%	365	547%	Repair & Maint - Equipment	2,751	500	550%	3,674	75%	500	3,407
183	800	23%	0	0%	Repair & Maint - Building	6,079	5,750	106%	8,409	72%	6,700	6,290
206	206	100%	206	100%	Off-Site Storage	2,060	2,060	100%	1,820	113%	2,472	2,277
2,726	2,000	136%	2,378	115%	Utilities - Other	21,222	20,000	106%	19,828	107%	24,000	25,943
196	200	98%	190	103%	Utilities - Telephone/Fax	2,023	2,000	101%	1,860	109%	2,400	2,376
182	400	45%	336	54%	Bank Charges	3,110	4,000	78%	3,441	90%	4,800	3,816
(66)	0	0%	(28)	237%	Cash Short/(Over)	(39)	0	0%	(632)	6%	0	(45)
190	240	79%	200	95%	Cell Phone	2,350	2,400	98%	2,000	118%	2,880	2,750
3,197	2,649	121%	3,223	99%	City Surcharge R & R	35,664	33,980	105%	35,432	101%	38,940	40,318
3,746	2,000	187%	2,386	157%	Credit Card Discounts	46,913	32,500	144%	37,493	125%	36,500	51,995
(50)	0	0%	(20)	250%	Donations	(60)	0	0%	573	-10%	0	(60)
597	0	0%	0	0%	Dues & Subscriptions	2,639	1,380	191%	1,599	165%	1,880	2,639
386	50	771%	(118)	-326%	Employee Relations	6,431	1,450	444%	57	11195%	1,550	6,728
9,297	6,700	139%	7,707	121%	Insurance Expense	78,390	67,000	117%	62,945	125%	80,400	93,740
8	50	16%	709	1%	Member Relations	(3,776)	500	-755%	2,191	-172%	600	(3,476)
0	0	0%	0	0%	Miscellaneous	8	0	0%	2,081	0%	0	8
0	0	0%	0	0%	O/S - Accounting	15,500	11,200	138%	11,730	132%	11,200	20,000
457	350	131%	415	110%	Payroll Processing Fee	4,483	3,650	123%	4,210	106%	4,350	5,356
166	100	166%	298	56%	Postage/Shipping	1,807	1,550	117%	2,378	76%	1,750	2,151
45	0	0%	(30)	-150%	Tax/Licenses/Fees	(155)	0	0%	(300)	52%	0	(140)
0	100	0%	0	0%	Travel - Meals	246	1,900	13%	1,115	22%	2,100	246
18	100	18%	35	0%	Travel - Other	10,779	1,000	1078%	2,407	448%	1,200	11,663
0	0	0%	0	0%	Employee Meals	25	0	0%	20	125%	0	25
26,061	18,105	144%	20,041	130%	TOTAL OPERATING EXPENSES	274,490	215,320	127%	225,200	122%	250,742	318,010
(42,558)	(32,952)	129%	(34,049)	125%	EBITDA	(438,616)	(361,686)	121%	(355,462)	123%	(426,802)	(510,542)
6,400	6,434	99%	6,307	101%	Management Fee	63,874	64,340	99%	63,075	101%	77,208	76,615
6,400	6,434	99%	6,307	101%	Management Fees	63,874	64,340	99%	63,075	101%	77,208	76,615
23	23	100%	23	100%	Deprec - Mach & Equip	231	231	100%	231	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	724	724	100%	724	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	955	955	100%	955	100%	1,146	1,146
(49,053)	(39,481)	124%	(40,452)	121%	NET INCOME	(503,445)	(426,982)	118%	(419,492)	120%	(505,156)	(588,303)

The Golf Club at Cypress Head
Marketing
For the Ten Months Ending July 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
0	3,909	0%	4,139	0%	Gross Payroll - Salaried	21,430	38,252	56%	39,275	55%	46,070	30,321
651	0	0%	0	0%	Gross Payroll - Hourly	6,893	0	0%	0	0%	0	6,893
651	3,909	17%	4,139	16%	S/T Wages	28,324	38,252	74%	39,275	72%	46,070	37,214
50	299	17%	284	18%	Payroll Tax - FICA	2,175	2,926	74%	2,779	78%	3,524	2,693
0	15	0%	0	0%	Payroll Tax - UC	57	408	14%	88	65%	438	57
0	81	0%	61	0%	Payroll Tax - WC	441	772	57%	738	60%	933	607
15	44	33%	325	4%	Benefits	366	428	85%	5,987	6%	516	716
64	438	15%	670	10%	S/T Adders	3,039	4,534	67%	9,592	32%	5,411	4,073
716	4,347	16%	4,809	15%	TOTAL PAYROLL	31,363	42,787	73%	48,867	64%	51,481	41,287
					OPERATING EXPENSES							
5,504	2,700	204%	2,003	275%	Advertising & Promotion	23,901	17,400	137%	21,854	109%	23,400	25,933
5,504	2,700	204%	2,003	275%	TOTAL OPERATING EXPENSES	23,901	17,400	137%	21,854	109%	23,400	25,933
(6,219)	(7,047)	88%	(6,812)	91%	EBITDA	(55,263)	(60,187)	92%	(70,720)	78%	(74,881)	(67,221)
(6,219)	(7,047)	88%	(6,812)	91%	NET INCOME	(55,263)	(60,187)	92%	(70,720)	78%	(74,881)	(67,221)

**The Golf Club at Cypress Head
Course Cash Flow Report
July 31, 2023**

	<u>July</u>	<u>YTD</u>
EBITDA	\$2,312.01	\$258,352.29
Management Fee Expense	(6,400.00)	(63,873.85)
Depreciation & Amortization	(95.53)	(955.30)
Net Income	(4,183.52)	193,523.14
Working Capital Changes		
Inventory	(1,554.38)	(78,416.96)
Receivables	11,947.24	92,228.92
Payables	(9,153.40)	34,535.25
Due to from the City	(39.60)	1,050.54
Prepays	7,132.38	4,296.17
Accrued Liabilities	6,828.55	33,299.39
Other Liabilities	(11,687.15)	(155,815.52)
Depreciation & Amortization	95.53	955.30
Operating Cash Flow	(614.35)	125,656.23
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(614.35)</u>	<u>125,656.23</u>
Beginning Cash	381,703.82	255,433.24
Net Cash Flows	<u>(614.35)</u>	<u>125,656.23</u>
Ending Cash	<u>381,089.47</u>	<u>381,089.47</u>

The Golf Club at Cypress Head

For the Ten Months Ending July 31, 2023

	<u>07/31/23</u>	<u>09/30/22</u>	<u>07/31/22</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	347,365	242,333	268,130
Cash - Payroll	32,375	11,750	37,324
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>381,089</u>	<u>255,433</u>	<u>306,804</u>
Accounts Receivable			
A/R Member	<u>1,581</u>	<u>93,810</u>	<u>8,617</u>
Total Accounts Receivable	<u>1,581</u>	<u>93,810</u>	<u>8,617</u>
Other Current Assets			
Inventory - Merchandise	99,594	21,177	25,848
Prepaid Insurance	37,792	38,909	39,567
Prepaid Exp - Other	9,656	12,835	8,501
Total Other Current Assets	<u>147,042</u>	<u>72,922</u>	<u>73,917</u>
TOTAL CURRENT ASSETS	<u>529,713</u>	<u>422,164</u>	<u>389,338</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	<u>5,550</u>	<u>5,550</u>	<u>5,550</u>
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	<u>(32,070)</u>	<u>(31,115)</u>	<u>(30,924)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>4,078</u>	<u>5,033</u>	<u>5,224</u>
TOTAL ASSETS	<u><u>533,791</u></u>	<u><u>427,198</u></u>	<u><u>394,562</u></u>

The Golf Club at Cypress Head

For the Ten Months Ending July 31, 2023

	<u>07/31/23</u>	<u>09/30/22</u>	<u>07/31/22</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	62,475	27,940	47,385
Accts Pay - Other	123,880	122,830	(4,487)
Accrued Expenses	1,600	3,075	0
Accrued Payroll	52,811	22,112	40,985
Accrued Taxes	9,880	5,805	7,895
Deferred Revenue	<u>89,421</u>	<u>245,237</u>	<u>88,481</u>
TOTAL CURRENT LIABILITIES	<u>340,068</u>	<u>426,999</u>	<u>180,259</u>
TOTAL LIABILITIES	<u>340,068</u>	<u>426,999</u>	<u>180,259</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	<u>193,722</u>	<u>199</u>	<u>214,303</u>
Net Retained Earnings	<u>193,722</u>	<u>199</u>	<u>214,303</u>
Stockholders Equity	<u>193,722</u>	<u>199</u>	<u>214,303</u>
TOTAL STOCKHOLDER'S EQUITY	<u>193,722</u>	<u>199</u>	<u>214,303</u>
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	<u><u>533,791</u></u>	<u><u>427,198</u></u>	<u><u>394,562</u></u>



September 15, 2023

Robin Fenwick
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for July 2023 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING JULY 2023								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 81,633	\$ 51,231	\$ 30,402		\$ 1,041,119	\$ 893,846	\$ 875,216	\$ 147,273
Cart Fees	\$ 48,939	\$ 41,760	\$ 7,179		\$ 534,679	\$ 460,430	\$ 515,530	\$ 74,249
Range	\$ 5,077	\$ 3,600	\$ 1,477		\$ 59,914	\$ 45,700	\$ 46,154	\$ 14,214
Pro- Shop Revenues	\$ 26,009	\$ 9,720	\$ 16,289		\$ 266,258	\$ 114,630	\$ 132,836	\$ 151,628
City Surcharge R/R	\$ 3,197	\$ 2,600	\$ 597		\$ 35,664	\$ 33,500	\$ 35,432	\$ 2,164
Total Revenue	\$ 164,855	\$ 108,911	\$ 55,944		\$ 1,937,634	\$ 1,548,106	\$ 1,605,168	\$ 389,528
Cost of Sales	\$ 16,461	\$ 4,736	\$ 11,725		\$ 169,412	\$ 61,504	\$ 70,005	\$ 107,908
Merchandise	\$ 16,461	\$ 4,736	\$ 11,725	67%	\$ 169,412	\$ 61,504	\$ 70,005	\$ 107,908 70%
Gross Margin	\$ 148,394	\$ 104,175	\$ 44,219		\$ 1,768,222	\$ 1,486,602	\$ 1,535,163	\$ 281,620
Total Payroll	\$ 80,206	\$ 74,994	\$ 5,212		\$ 815,733	\$ 736,885	\$ 704,292	\$ 78,848
Total Operating Expenses	\$ 65,875	\$ 52,876	\$ 12,999		\$ 694,137	\$ 586,155	\$ 552,538	\$ 107,982
EBITDA	\$ 2,313	\$ (23,695)	\$ 26,008		\$ 258,352	\$ 163,562	\$ 278,333	\$ 94,790
Other Expenses	\$ 6,496	\$ 6,530	\$ (34)		\$ 64,638	\$ 65,104	\$ 63,839	\$ (466)
Management Fee	\$ 6,400	\$ 6,434	\$ (34)		\$ 63,874	\$ 64,340	\$ 63,075	\$ (466)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 764	\$ 764	\$ 764	\$ -
Net Cash From Ops	\$ (4,183)	\$ (30,225)	\$ 26,042		\$ 193,714	\$ 98,458	\$ 214,494	\$ 95,256
Rounds								
Total Rounds	4,153	3,486	667		45,678	39,143	44,409	6,535
Paid Rounds	3,619	2,796	823		39,663	33,032	37,993	6,631
Avg. GF/CF Total rounds	\$31.44	\$26.68	\$ 4.76		\$34.50	\$34.60	\$31.32	\$ (0.10)
Avg. GF/CF Paid rounds	\$36.08	\$33.26	\$ 2.82		\$39.73	\$41.00	\$36.61	\$ (1.27)
Avg. Merchandise/round	\$6.26	\$2.79	\$ 3.47		\$5.83	\$2.93	\$2.99	\$ 2.90

Overview:

- Total revenues for July finished well ahead of projected budget for the month. With 8.23" of rain recorded in July (mostly afternoon thunderstorms), the golf course realized 2 unplayable days, and 7 others significantly affected by intermittent weather and cart paths only. Total Revenues came in at 164.9K and exceeded budget by 51%. We played 4,153 total rounds to a budget of 3,486 (over by 667).
- Total Payroll for the month was \$80.2K, over by \$5.2K. Total Operating Expenses were \$65.9K, over by \$13K.
- Rounds exceeded budget by 19%, range revenue (\$5.1K) exceeded budget by \$1.5K, with several days of closure due to wet conditions.
- Exceeded EBITDA projections, \$2.3K with a budget of (\$23.7K), and Net Income exceeded budget by \$26K, even with all the weather interruptions.

CAPEX Projects:

Our CAPEX plan for 2024 has been submitted. We are working on getting our replacement equipment schedule dialed in as the supply chain remains very back logged.

Tee Sheet Activity:

- There were 4,153 total rounds for the month which included 3,619 paid rounds, 298 Annual Pass rounds and 236 other rounds. These numbers reflect an 19% increase over budget and 2% more than prior year.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website and GolfNow.
- Player Assistants continue to be scheduled and mentored. Also, Starters have been implemented on busier days to control the flow of play off the first tee. They have been delivering ice water and ice-cold scented towelettes to our guests during the extremely hot days.

JULY 2023 and YTD Rounds Mix

Type	Actual	Budget	Month -PY	YTD	YTD-Budg	YTD - PY
PAID	3,619	2,796	3,497	39,663	33,032	37,993
ANNUAL	298	476	307	3,489	3,885	3,788
OTHER	236	214	269	2,526	2,226	2,628
TOTAL ROUNDS	4,153	3,486	4,073	45,678	39,143	44,409

Course & Grounds

- Our Superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head, and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.
- We saw 8.23" of rain in July, significantly affecting 2 days with 7 more affected by cart path only and costing us about 400+ rounds.
- When weather permitted, our team verti-cut and top dressed the greens to smooth out the roll.
- We continue to be challenged with our bunker drainage. We spent many hours prepping them after they were washed out by heavy rainfall.

Golf Shop/Carts

- The Golf Shop is looking great and stocked completely with all of our golfers needs (and wants). We exceeded budgeted Golf Shop sales by \$16.3K in July.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. The relatively new fleet of golf carts are performing nicely with just some minor repairs occasionally.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded \$645 in lessons in July. With the rising temperatures, lessons slowed down somewhat.
- The MGA and the WGA have continued their league play for the month and we have seen an increase in players as a result of incredible course conditions and an influx of new home purchases in the area.



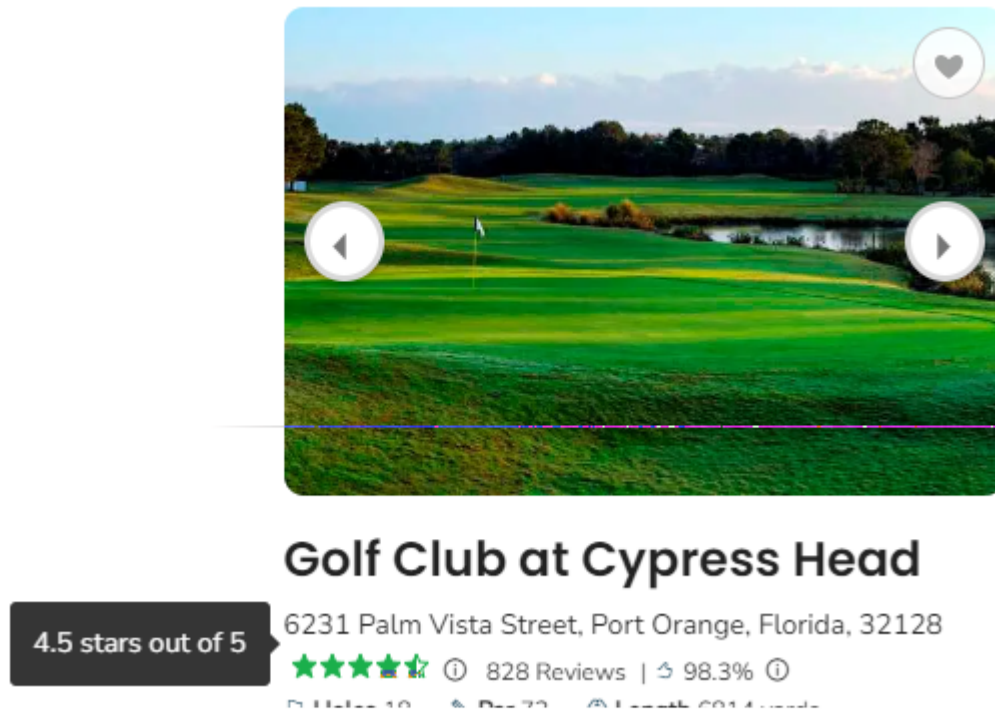
- We hosted 3 tournaments and several small outings in July with over 260 players, generating \$11.1K in revenue (over budget by \$1.1K) and rave reviews from the participants.

Marketing and Sales:

- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.
- Reggie Hunter worked her final shift on July 15th. She is officially retired after 14 years here with KemperSports. We have hired Leslie House as the new Sales & Marketing Director. Her start date is September 12.
- We continue to maintain our database of emails with approximately 11,723 unique e-mail addresses (+280 from prior month). Our Facebook followers are at 1,524 (up 24) and Instagram is up to 452 (up 9) followers.
- Nightly surveys continued to be strong in July, highlighted by 111 surveys being submitted and an NPS of 86.8 (Please see table below).
- Outside tournament bookings are very strong as we prepare for the Fall season.

	Last Month						Total
	Week of 06/25	Week of 07/02	Week of 07/09	Week of 07/16	Week of 07/23	Week of 07/30	
# of responses	3	34	25	21	25	6	114
Net Promoter Score							
Property NPS	100.0	91.2	92.0	95.2	72.0	66.7	86.8
Key Metrics							
Likelihood to Return	10.0	9.8	9.7	10.0	9.2	10.0	9.7
Overall Experience Satisfaction	10.0	9.4	9.5	9.7	8.6	9.2	9.3
Service Satisfaction	10.0	9.9	9.6	10.0	9.2	10.0	9.7

Current GolfNow Ratings



We continue to deliver True Service to our members and guests and insure they enjoy their experience here at Cypress Head. With our NPS at 86.8 and all vital categories well above 9.0, it is apparent that the team is delivering a “Best in Class” golf experience.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- The team at Cypress Head continues to work well with the entire staff at the Parks & Recreation department to continue providing the “Best in Class” experience for all players.



Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended August 31, 2023

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(59,532)	7,840	14,648	67,391	63,861	83,393	63,681	10,594	4,165	2,312	(39,938)	0
Management Fee Expense	(6,274)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0
Net Income	(65,901)	1,344	8,152	60,895	57,366	76,897	57,186	4,098	(2,331)	(4,184)	(46,433)	0
Working Capital Changes												
Inventory	(6,201)	(13,489)	(8,640)	(17,450)	(12,888)	(6,201)	(786)	(7,711)	(3,497)	(1,554)	667	0
Receivables	92,368	1,011	59	(5,166)	5,294	(171)	(2,411)	2,479	(13,181)	11,947	(170,939)	0
Prepaid Expenses	8,069	(9,649)	(12,225)	10,892	21,296	(9,057)	8,180	6,861	(27,203)	7,132	8,959	0
Payables	21,540	4,134	28,307	24,002	2,495	(4,888)	(20,122)	(20,433)	8,652	(9,153)	9,047	0
Due to from the City	960	239	1	(196)	158	305	(758)	265	116	(40)	(37)	0
Accrued Expenses	6,872	11,742	8,090	8,217	5,682	(26,636)	3,840	397	8,267	6,829	11,151	0
Deferred Revenues	(32,874)	1,527	(38,923)	(9,040)	(6,873)	7,467	(22,847)	(12,087)	(30,478)	(11,687)	163,740	0
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	96	96	0
Operating Cash Flow	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	(59,558)	(614)	(23,749)	0
Investing Activities												
Financing Activities												
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	(59,558)	(614)	(23,749)	0
Beginning Cash	255,433	280,363	277,317	262,233	334,482	407,106	444,919	467,297	441,262	381,704	381,089	357,341
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	(59,558)	(614)	(23,749)	0
Ending Cash	280,363	277,317	262,233	334,482	407,106	444,919	467,297	441,262	381,704	381,089	357,341	357,341

The Golf Club at Cypress Head

For the Month Ending August 31, 2023

	08/31/22	09/30/22	10/31/22	11/30/22	12/31/22	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23	06/30/23	07/31/23	08/31/23
REVENUES													
Green Fees & Cart Fees	84,541.09	82,527.75	76,416.40	132,017.55	151,836.60	190,652.13	202,987.87	215,490.49	193,774.07	152,982.45	129,068.67	130,571.95	99,504.03
Merchandise	8,434.76	6,106.00	5,732.44	9,609.82	21,332.57	18,588.99	31,512.42	31,817.76	26,833.45	32,725.04	34,350.55	24,446.20	27,611.03
Other Pro Shop	1,165.00	1,067.00	850.00	2,277.06	1,634.60	3,804.00	6,604.00	4,505.00	2,976.50	3,060.00	2,035.00	1,563.00	1,700.39
Range	3,180.02	2,262.58	2,957.24	3,822.98	4,403.90	6,571.07	7,756.67	8,744.83	7,745.13	6,551.80	6,283.24	5,078.88	4,383.83
Other Operating Revenues	2,489.12	2,164.82	1,863.48	3,144.77	3,446.98	4,168.43	4,441.06	4,778.04	3,995.63	3,396.74	3,231.72	3,196.76	2,553.89
TOTAL REVENUE	99,809.99	94,128.15	87,819.56	150,872.18	182,654.65	223,784.62	253,302.02	265,336.12	235,324.78	198,716.03	174,969.18	164,854.79	135,753.17
COST OF SALES													
Merchandise	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18
TOTAL COGS	5,262.08	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18
COGS - Merchandise %	62.4%	60.2%	61.9%	69.2%	76.5%	67.5%	75.0%	67.5%	67.4%	78.9%	72.4%	67.3%	71.6%
PAYROLL													
Course and Grounds	36,966.52	35,185.19	39,929.59	39,739.57	37,444.77	33,288.78	41,234.88	39,656.83	36,721.96	39,379.74	36,084.94	37,380.16	40,270.77
Carts, Range, Starters, Etc.	7,904.02	7,117.30	8,050.49	10,565.72	11,495.02	12,977.07	12,162.64	15,935.90	16,569.79	15,122.18	15,121.41	14,481.80	13,883.29
Pro Shop	6,904.70	6,814.31	6,958.36	9,876.88	9,654.01	10,570.48	11,008.79	12,447.03	11,852.05	11,781.65	11,619.61	11,132.34	11,696.64
General and Administrative	13,195.59	15,210.90	15,107.25	16,222.91	17,041.98	16,983.43	15,566.50	17,303.45	16,471.00	16,256.82	16,675.81	16,496.47	16,925.57
Marketing	3,970.08	5,954.61	3,811.96	3,862.00	5,058.98	3,948.90	4,553.32	3,702.16	2,476.00	1,154.73	2,078.81	715.70	127.10
TOTAL PAYROLL	68,940.91	70,282.31	73,857.65	80,267.08	80,694.76	77,768.66	84,526.13	89,045.37	84,090.80	83,695.12	81,580.58	80,206.47	82,903.37
OPERATING EXPENSES													
Course and Grounds	26,704.17	40,992.52	32,051.47	16,665.60	22,238.01	22,411.79	32,884.10	28,630.97	27,235.88	38,080.90	26,451.23	23,658.31	33,689.52
Carts, Range, Starters, Etc.	4,372.60	4,791.98	9,137.25	12,405.83	11,790.97	13,003.55	14,599.57	10,386.39	9,778.26	9,691.04	10,693.49	10,065.89	12,613.48
Pro Shop	353.48	190.44	179.65	1,524.96	648.62	305.73	5,915.29	2,068.60	1,503.88	0.00	242.63	585.57	75.61
General and Administrative	19,379.21	24,140.22	27,760.94	24,472.89	34,144.79	29,526.11	27,848.02	28,772.72	24,549.16	28,348.77	23,005.64	26,061.35	25,351.68
Marketing	688.48	1,344.02	813.11	1,042.17	2,176.64	836.70	112.46	566.18	6,400.23	2,481.75	3,967.87	5,503.70	1,294.11
TOTAL OPERATING EXPENSE	51,497.94	71,459.18	69,942.42	56,111.45	70,999.03	66,083.88	81,269.44	71,424.86	69,467.41	78,602.46	64,360.86	65,874.82	73,024.40
TOTAL EXPENSES	125,700.93	145,415.30	147,351.29	143,032.57	168,006.89	156,393.93	189,440.87	181,943.27	171,643.59	188,122.28	170,804.17	162,542.78	175,690.95
EBITDA	(25,890.94)	(51,287.15)	(59,531.73)	7,839.61	14,647.76	67,390.69	63,861.15	83,392.85	63,681.19	10,593.75	4,165.01	2,312.01	(39,937.78)

For the Month Ending August 31, 2023

[illegible]

The Golf Club at Cypress Head
Comparative Income Statement
For the Eleven Months Ending August 31, 2023

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	84,541	1,475,287	1,557,815	95%	99,504	1,675,302	1,259,492	133%
Merchandise	8,435	119,585	125,691	95%	27,611	264,560	90,550	292%
Other Pro Shop	1,165	22,851	23,918	96%	1,700	31,010	19,063	163%
Range	3,180	49,334	51,597	96%	4,384	64,298	44,300	145%
Other Operating Revenues	2,489	37,921	40,086	95%	2,554	38,218	36,122	106%
TOTAL REVENUE	99,810	1,704,978	1,799,106	95%	135,753	2,073,387	1,449,526	143%
COST OF SALES								
Merchandise	5,262	75,268	78,941	95%	19,763	189,176	55,236	342%
TOTAL COGS	5,262	75,268	78,941	95%	19,763	189,176	55,236	342%
COGS - Merchandise %	62.4%	62.9%	62.8%	100.2%	71.6%	71.5%	61.0%	117.2%
PAYROLL								
Course and Grounds	36,967	395,401	430,587	92%	40,271	421,132	416,997	101%
Carts, Range, Starters, Etc.	7,904	100,945	108,062	93%	13,883	146,365	98,064	149%
Pro Shop	6,905	80,593	87,407	92%	11,697	118,598	85,253	139%
General and Administrative	13,196	143,457	158,668	90%	16,926	181,051	160,946	112%
Marketing	3,970	52,837	58,791	90%	127	31,490	48,841	64%
TOTAL PAYROLL	68,941	773,233	843,515	92%	82,903	898,636	810,100	111%
OPERATING EXPENSES								
Course and Grounds	26,704	265,979	306,972	87%	33,690	304,998	264,162	115%
Carts, Range, Starters, Etc.	4,373	60,052	64,844	93%	12,613	124,076	88,006	141%
Pro Shop	353	10,883	11,073	98%	76	13,051	7,085	184%
General and Administrative	19,379	244,579	268,720	91%	25,352	299,842	227,125	132%
Marketing	688	22,542	23,886	94%	1,294	25,195	23,190	109%
TOTAL OPERATING EXPENSES	51,498	604,036	675,495	89%	73,024	767,161	609,568	126%
TOTAL EXPENSES	125,701	1,452,536	1,597,951	91%	175,691	1,854,973	1,474,903	126%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,307)	(69,382)	(75,816)	92%	(6,400)	(70,274)	(76,432)	92%
Depreciation & Amortization	(96)	(1,051)	(1,146)	92%	(96)	(1,051)	(1,146)	92%
TOTAL OTHER INCOME (EXPENSE)	(6,403)	(70,433)	(76,962)	92%	(6,496)	(71,325)	(77,578)	92%
NET INCOME	(32,294)	182,009	124,193	147%	(46,433)	147,090	(102,955)	-143%
PAID ROUNDS								
Paid Rounds	2,583	40,576	42,729		2,669	42,332	37,780	
Annual Pass Rounds	307	4,095	4,406		336	3,825	4,748	
Other Rounds	233	2,861	3,036		258	2,784	2,636	
Total Rounds	3,123	47,532	50,171		3,263	48,941	45,164	
Revenue/Paid Rounds	39	42	42		51	49	46	
Revenue/Total Rounds	32	36	36		42	42	39	

The Golf Club at Cypress Head

For the Eleven Months Ending August 31, 2023

	<u>08/31/23</u>	<u>09/30/22</u>	<u>08/31/22</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	281,341	242,333	215,999
Cash - Payroll	74,650	11,750	37,325
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>357,341</u>	<u>255,433</u>	<u>254,674</u>
Accounts Receivable			
A/R Member	<u>172,520</u>	<u>93,810</u>	<u>169,760</u>
Total Accounts Recievable	<u>172,520</u>	<u>93,810</u>	<u>169,760</u>
Other Current Assets			
Inventory - Merchandise	98,927	21,177	24,875
Prepaid Insurance	29,295	38,909	31,892
Prepaid Exp - Other	9,194	12,835	9,149
Total Other Current Assets	<u>137,416</u>	<u>72,922</u>	<u>65,916</u>
TOTAL CURRENT ASSETS	<u>667,277</u>	<u>422,164</u>	<u>490,350</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	<u>5,550</u>	<u>5,550</u>	<u>5,550</u>
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	<u>(32,165)</u>	<u>(31,115)</u>	<u>(31,019)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>3,982</u>	<u>5,033</u>	<u>5,129</u>
TOTAL ASSETS	<u><u>671,259</u></u>	<u><u>427,198</u></u>	<u><u>495,479</u></u>

The Golf Club at Cypress Head

For the Eleven Months Ending August 31, 2023

	<u>08/31/23</u>	<u>09/30/22</u>	<u>08/31/22</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	71,522	27,940	24,567
Accts Pay - Other	123,844	122,830	(4,474)
Accrued Expenses	2,505	3,075	0
Accrued Payroll	54,391	22,112	40,840
Accrued Taxes	18,547	5,805	16,529
Deferred Revenue	<u>253,161</u>	<u>245,237</u>	<u>236,007</u>
TOTAL CURRENT LIABILITIES	<u>523,970</u>	<u>426,999</u>	<u>313,470</u>
 TOTAL LIABILITIES	 <u>523,970</u>	 <u>426,999</u>	 <u>313,470</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	<u>147,289</u>	<u>199</u>	<u>182,009</u>
Net Retained Earnings	<u>147,289</u>	<u>199</u>	<u>182,009</u>
Stockholders Equity	<u>147,289</u>	<u>199</u>	<u>182,009</u>
TOTAL STOCKHOLDER'S EQUITY	<u>147,289</u>	<u>199</u>	<u>182,009</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>671,259</u></u>	 <u><u>427,198</u></u>	 <u><u>495,479</u></u>

**The Golf Club at Cypress Head
Course Cash Flow Report
August 31, 2023**

	<u>August</u>	<u>YTD</u>
EBITDA	(\$39,937.78)	\$218,414.51
Management Fee Expense	(6,400.00)	(70,273.85)
Depreciation & Amortization	<u>(95.53)</u>	<u>(1,050.83)</u>
Net Income	(46,433.31)	147,089.83
Working Capital Changes		
Inventory	667.33	(77,749.63)
Receivables	(170,939.33)	(78,710.41)
Payables	9,047.12	43,582.37
Due to from the City	(36.63)	1,013.91
Prepays	8,959.24	13,255.41
Accrued Liabilities	11,151.42	44,450.81
Other Liabilities	163,739.94	7,924.42
Depreciation & Amortization	<u>95.53</u>	<u>1,050.83</u>
Operating Cash Flow	(23,748.69)	101,907.54
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(23,748.69)</u>	<u>101,907.54</u>
Beginning Cash	381,089.47	255,433.24
Net Cash Flows	<u>(23,748.69)</u>	<u>101,907.54</u>
Ending Cash	<u><u>357,340.78</u></u>	<u><u>357,340.78</u></u>

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
61,992	44,920	138%	52,320	118%	Green Fees	1,103,111	938,766	118%	927,536	119%	990,571	1,154,102
37,512	34,470	109%	32,221	116%	Cart Fee	572,191	494,900	116%	547,752	104%	534,440	603,728
237	20	1185%	58	409%	Handicap Fee	5,526	4,110	134%	4,849	114%	4,130	5,702
840	550	153%	747	112%	Lessons	17,123	12,590	136%	14,962	114%	13,590	17,934
623	100	623%	360	173%	Rental Clubs	8,361	2,500	334%	3,040	275%	2,800	8,441
27,611	6,600	418%	8,435	327%	Retail	264,560	102,700	258%	119,585	221%	110,100	270,666
4,384	3,200	137%	3,180	138%	Range	64,298	48,900	131%	49,334	130%	52,400	66,560
2,554	2,400	106%	2,489	103%	City Surcharge R & R	38,218	35,900	106%	37,921	101%	38,100	40,382
135,753	92,260	147%	99,810	136%	Total Revenues	2,073,387	1,640,366	126%	1,704,978	122%	1,746,131	2,167,515
COST OF GOODS SOLD												
19,763	4,224	468%	5,262	376%	COGS - Merchandise	189,176	65,728	288%	75,268	251%	70,464	192,849
19,763	4,224	468%	5,262	376%	Total COGS	189,176	65,728	288%	75,268	251%	70,464	192,849
115,990	88,036	132%	94,548	123%	GROSS MARGIN	1,884,212	1,574,638	120%	1,629,711	116%	1,675,667	1,974,666
71.58%	64.00%	111.84%	62.39%	114.73%	COGS - Merchandise %	71.51%	64.00%	111.73%	62.94%	113.61%	64.00%	835.43%
PAYROLL												
29,455	26,032	113%	24,632	120%	Gross Payroll - Salaried	320,531	283,819	113%	270,151	119%	309,850	349,953
40,263	36,499	110%	34,187	118%	Gross Payroll - Hourly	442,470	394,908	112%	385,417	115%	430,230	471,212
69,718	62,530	111%	58,819	119%	S/T Wages	763,000	678,727	112%	655,568	116%	740,080	821,165
5,161	4,784	108%	4,382	118%	Payroll Tax - FICA	56,625	51,923	109%	48,812	116%	56,616	60,507
173	504	34%	98	176%	Payroll Tax - UC	2,307	8,757	26%	2,407	96%	9,197	2,392
1,772	1,292	137%	1,128	157%	Payroll Tax - WC	14,649	13,721	107%	12,418	118%	14,988	16,170
6,079	5,427	112%	4,514	135%	Benefits	62,055	58,295	106%	54,028	115%	63,721	68,684
13,185	12,007	110%	10,122	130%	S/T Adders	135,636	132,695	102%	117,665	115%	144,522	147,754
82,903	74,537	111%	68,941	120%	TOTAL PAYROLL	898,636	811,422	111%	773,233	116%	884,602	968,918
OPERATING EXPENSES												
0	100	0%	124	0%	Cart Supplies	701	1,100	64%	2,172	32%	1,200	701
199	600	33%	992	20%	Chemicals	7,269	6,600	110%	6,930	105%	7,200	8,366
1,995	300	665%	20	9866%	Course Accessories	8,583	3,250	264%	2,340	367%	4,250	10,227
5,378	3,100	173%	1,622	332%	Fertilizer	56,158	50,500	111%	58,093	97%	58,500	57,376
619	0	0%	0	0%	Flowers/Decor	2,390	900	266%	515	464%	900	2,390
3,094	2,400	129%	1,722	180%	Fuel	18,411	18,700	98%	19,807	93%	19,900	20,284
0	2,200	0%	0	0%	Fungicides	1,497	6,400	23%	2,887	52%	6,400	3,905
3,082	1,700	181%	4,320	71%	Herbicides	36,251	28,200	129%	12,451	291%	33,700	38,419
1,596	1,200	133%	680	235%	Insecticides	7,254	12,300	59%	10,837	67%	13,100	8,561
876	650	135%	228	384%	Janitorial Supplies	6,566	7,550	87%	6,940	95%	8,000	7,052
51	100	51%	0	0%	Laundry/Uniforms	1,555	2,100	74%	950	164%	2,200	2,124
1,063	250	425%	529	201%	Office Supplies	7,492	3,750	200%	4,198	178%	4,200	7,971
0	0	0%	0	0%	Printing	1,106	0	0%	0	0%	0	1,106
3,250	0	0%	0	0%	Range Balls	9,042	3,600	251%	3,520	257%	3,600	9,042
0	0	0%	0	0%	Range Equipment	1,176	1,050	112%	1,087	108%	1,050	1,176
(207)	400	-52%	0	0%	Range Expenses	1,776	2,100	85%	1,629	109%	2,100	1,776
2,051	3,000	68%	2,380	86%	Sand/Topdress	13,387	15,200	88%	10,271	130%	15,200	13,387
0	1,000	0%	0	0%	Seeds/Trees	7,010	14,200	49%	5,665	124%	15,200	10,260
0	800	0%	0	0%	Small Tools	493	2,900	17%	668	74%	3,200	1,669
0	0	0%	0	0%	Staff/Volunteer Uniforms	875	0	0%	0	0%	0	875
74	0	0%	0	0%	Supplies	7,829	200	3915%	3,863	203%	200	7,829
76	50	151%	0	0%	Tournament Expense	1,567	550	285%	243	644%	600	1,567
142	250	57%	120	118%	Alarm System	1,746	2,750	64%	1,948	90%	3,000	1,867
283	50	566%	77	366%	Cart Repairs	1,928	1,150	168%	977	197%	1,200	1,928
820	160	512%	160	513%	Computer Service	6,641	1,760	377%	1,758	378%	1,920	6,801
913	650	140%	650	140%	Contract Cleaning	7,768	7,150	109%	6,848	113%	7,800	8,418
0	0	0%	0	0%	Guest Relations	8,258	0	0%	0	0%	0	8,258
0	0	0%	0	0%	Handicap Expense	6,538	5,175	126%	5,297	123%	5,175	6,538
175	1,100	16%	606	29%	Irrigation	5,985	12,100	49%	9,877	61%	13,200	7,325
0	50	0%	0	0%	Lesson Expense	0	950	0%	350	0%	1,000	0
0	0	0%	0	0%	Repair & Maint - Paths	251	0	0%	0	0%	3,000	251
4,127	1,600	258%	1,917	215%	Repair & Maint - Equipment	33,335	18,200	183%	18,542	180%	19,800	44,643
1,952	150	1301%	543	360%	Repair & Maint - Building	9,284	9,050	103%	11,640	80%	9,850	9,441
8,577	5,200	165%	3,535	243%	Cart Lease	94,347	57,200	165%	39,842	237%	62,400	98,533
7,140	7,671	93%	7,671	93%	Equipment Lease	78,540	84,381	93%	76,890	102%	92,052	89,073
206	206	100%	217	95%	Off-Site Storage	2,266	2,266	100%	2,037	111%	2,472	2,266
995	1,150	87%	969	103%	Utilities - Electric	10,512	12,650	83%	13,703	77%	13,800	11,443
3,768	3,800	99%	3,768	100%	Utilities - Other	43,514	41,800	104%	42,295	103%	45,600	47,480
198	200	99%	203	97%	Utilities - Telephone/Fax	2,221	2,200	101%	2,064	108%	2,400	2,371
204	200	102%	204	100%	Utilities - Water	2,429	2,400	101%	2,500	97%	2,600	2,618
1,294	1,000	129%	688	188%	Advertising & Promotion	25,195	18,400	137%	22,542	112%	23,400	26,539
238	400	59%	361	66%	Bank Charges	3,348	4,400	76%	3,802	88%	4,800	3,692
(58)	0	0%	43	-134%	Cash Short/(Over)	(97)	0	0%	(589)	17%	0	(146)
190	240	79%	200	95%	Cell Phone	2,540	2,640	96%	2,200	115%	2,880	2,740

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 2023

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
2,554	2,380	107%	2,489	103%	City Surcharge R & R	38,218	36,360	105%	37,921	101%	38,940	40,382
3,932	2,000	197%	2,840	138%	Credit Card Discounts	50,844	34,500	147%	40,332	126%	36,500	53,087
(686)	0	0%	0	0%	Donations	(746)	0	0%	573	-130%	0	(746)
0	500	0%	0	0%	Dues & Subscriptions	2,639	1,880	140%	1,599	165%	1,880	2,639
0	0	0%	0	0%	Education & Training	835	550	152%	400	209%	550	835
433	100	433%	257	168%	Employee Relations	7,544	2,050	368%	361	2087%	2,150	7,583
0	0	0%	0	0%	Employee Testing	147	0	0%	58	254%	0	147
9,297	6,700	139%	7,675	121%	Insurance Expense	87,687	73,700	119%	70,620	124%	80,400	95,363
(213)	50	-425%	0	0%	Member Relations	(3,988)	550	-725%	2,191	-182%	600	(3,688)
0	0	0%	0	0%	Miscellaneous	8	0	0%	2,081	0%	0	8
0	0	0%	0	0%	O/S - Accounting	15,500	11,200	138%	11,730	132%	11,200	20,000
2,850	3,000	95%	2,900	98%	O/S - Other	5,850	6,000	98%	5,800	101%	6,000	5,850
460	350	131%	437	105%	Payroll Processing Fee	4,943	4,000	124%	4,647	106%	4,350	5,379
63	100	63%	251	25%	Postage/Shipping	1,870	1,650	113%	2,628	71%	1,750	1,963
(30)	0	0%	45	-67%	Tax/Licenses/Fees	(185)	150	-123%	(90)	206%	150	(215)
0	100	0%	0	0%	Travel - Meals	246	2,000	12%	1,115	22%	2,100	246
5	100	5%	54	9%	Travel - Other	10,783	1,100	980%	2,460	438%	1,200	11,614
0	0	0%	0	0%	Employee Meals	25	0	0%	20	125%	0	25
73,024	57,307	127%	51,498	142%	TOTAL OPERATING EXPENSES	767,161	643,462	119%	604,036	127%	706,819	838,620
(39,938)	(43,808)	91%	(25,891)	154%	EBITDA	218,415	119,754	182%	252,442	87%	84,246	167,127
6,400	6,434	99%	6,307	101%	Management Fee	70,274	70,774	99%	69,382	101%	77,208	76,707
6,400	6,434	99%	6,307	101%	Management Fees	70,274	70,774	99%	69,382	101%	77,208	76,707
23	23	100%	23	100%	Deprec - Mach & Equip	254	254	100%	254	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	797	797	100%	797	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	1,051	1,051	100%	1,051	100%	1,146	1,146
(46,433)	(50,338)	92%	(32,294)	144%	NET INCOME	147,090	47,929	307%	182,009	81%	5,892	89,274

The Golf Club at Cypress Head
Course & Grounds
For the Eleven Months Ending August 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
61,992	44,920	138%	52,320	118%	Green Fees	1,103,111	938,766	118%	927,536	119%	990,571	1,154,102
2,554	2,400	106%	2,489	103%	City Surcharge R & R	38,218	35,900	106%	37,921	101%	38,100	40,382
64,546	47,320	136%	54,809	118%	Total Revenues	1,141,329	974,666	117%	965,457	118%	1,028,671	1,194,484
64,546	47,320	136%	54,809	118%	GROSS MARGIN	1,141,329	974,666	117%	965,457	118%	1,028,671	1,194,484
PAYROLL												
11,654	11,047	105%	10,470	111%	Gross Payroll - Salaried	121,290	121,517	100%	110,956	109%	132,564	132,986
22,690	21,645	105%	21,401	106%	Gross Payroll - Hourly	241,018	233,911	103%	227,164	106%	254,858	257,934
34,344	32,692	105%	31,871	108%	S/T Wages	362,308	355,428	102%	338,121	107%	387,422	390,920
2,502	2,501	100%	2,350	106%	Payroll Tax - FICA	26,812	27,190	99%	24,886	108%	29,638	28,812
23	57	41%	16	143%	Payroll Tax - UC	698	3,322	21%	1,102	63%	3,376	708
858	675	127%	562	153%	Payroll Tax - WC	6,991	7,184	97%	6,350	110%	7,845	7,796
2,543	2,088	122%	2,168	117%	Benefits	24,324	22,444	108%	24,942	98%	24,532	28,081
5,927	5,321	111%	5,096	116%	S/T Adders	58,824	60,140	98%	57,281	103%	65,391	65,397
40,271	38,014	106%	36,967	109%	TOTAL PAYROLL	421,132	415,568	101%	395,401	107%	452,813	456,317
OPERATING EXPENSES												
199	600	33%	992	20%	Chemicals	7,269	6,600	110%	6,930	105%	7,200	8,366
1,995	300	665%	20	9866%	Course Accessories	8,583	3,250	264%	2,340	367%	4,250	10,227
5,378	3,100	173%	1,622	332%	Fertilizer	56,158	50,500	111%	58,093	97%	58,500	57,376
619	0	0%	0	0%	Flowers/Decor	2,390	900	266%	515	464%	900	2,390
3,094	2,400	129%	1,722	180%	Fuel	18,411	18,700	98%	19,807	93%	19,900	20,284
0	2,200	0%	0	0%	Fungicides	1,497	6,400	23%	2,887	52%	6,400	3,905
3,082	1,700	181%	4,320	71%	Herbicides	36,251	28,200	129%	12,451	291%	33,700	38,419
1,596	1,200	133%	680	235%	Insecticides	7,254	12,300	59%	10,837	67%	13,100	8,561
2,051	3,000	68%	2,380	86%	Sand/Topdress	13,387	15,200	88%	10,271	130%	15,200	13,387
0	1,000	0%	0	0%	Seeds/Trees	7,010	14,200	49%	5,665	124%	15,200	10,260
0	800	0%	0	0%	Small Tools	493	2,900	17%	668	74%	3,200	1,669
0	0	0%	0	0%	Staff/Volunteer Uniforms	875	0	0%	0	0%	0	875
175	1,100	16%	606	29%	Irrigation	5,985	12,100	49%	9,877	61%	13,200	7,325
0	0	0%	0	0%	Repair & Maint - Paths	251	0	0%	0	0%	3,000	251
3,977	1,600	249%	1,917	207%	Repair & Maint - Equipment	26,666	17,600	152%	14,868	179%	19,200	37,318
0	0	0%	0	0%	Repair & Maint - Building	1,253	3,150	40%	1,998	63%	3,150	1,388
7,140	7,671	93%	7,671	93%	Equipment Lease	78,540	84,381	93%	76,890	102%	92,052	89,073
358	250	143%	333	107%	Utilities - Electric	3,286	2,750	119%	2,877	114%	3,000	3,612
970	1,800	54%	1,336	73%	Utilities - Other	19,495	19,800	98%	20,035	97%	21,600	21,172
204	200	102%	204	100%	Utilities - Water	2,429	2,400	101%	2,500	97%	2,600	2,618
0	0	0%	0	0%	Education & Training	835	550	152%	400	209%	550	835
0	50	0%	0	0%	Employee Relations	679	550	124%	47	1446%	600	679
0	0	0%	0	0%	Employee Testing	147	0	0%	58	254%	0	147
2,850	3,000	95%	2,900	98%	O/S - Other	5,850	6,000	98%	5,800	101%	6,000	5,850
0	0	0%	0	0%	Tax/Licenses/Fees	0	150	0%	165	0%	150	0
33,690	31,971	105%	26,704	126%	TOTAL OPERATING EXPENSES	304,998	308,581	99%	265,979	115%	342,652	345,990
(9,414)	(22,665)	42%	(8,862)	106%	EBITDA	415,199	250,517	166%	304,076	137%	233,206	392,176
(9,414)	(22,665)	42%	(8,862)	106%	NET INCOME	415,199	250,517	166%	304,076	137%	233,206	392,176

The Golf Club at Cypress Head
Carts
For the Eleven Months Ending August 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
37,512	34,470	109%	32,221	116%	Cart Fee	572,191	494,900	116%	547,752	104%	534,440	603,728
37,512	34,470	109%	32,221	116%	Total Revenues	572,191	494,900	116%	547,752	104%	534,440	603,728
37,512	34,470	109%	32,221	116%	GROSS MARGIN	572,191	494,900	116%	547,752	104%	534,440	603,728
					PAYROLL							
12,427	8,087	154%	7,117	175%	Gross Payroll - Hourly	132,405	87,387	152%	90,780	146%	95,213	138,776
12,427	8,087	154%	7,117	175%	S/T Wages	132,405	87,387	152%	90,780	146%	95,213	138,776
977	619	158%	565	173%	Payroll Tax - FICA	10,473	6,685	157%	7,460	140%	7,284	10,973
142	300	47%	62	227%	Payroll Tax - UC	1,066	3,089	34%	965	110%	3,380	1,125
333	167	200%	159	209%	Payroll Tax - WC	2,556	1,766	145%	1,731	148%	1,928	2,743
4	0	0%	0	0%	Benefits	(134)	0	0%	8	-1585%	0	(134)
1,456	1,086	134%	787	185%	S/T Adders	13,961	11,541	121%	10,165	137%	12,591	14,706
13,883	9,172	151%	7,904	176%	TOTAL PAYROLL	146,365	98,928	148%	100,945	145%	107,804	153,483
					OPERATING EXPENSES							
0	100	0%	124	0%	Cart Supplies	701	1,100	64%	2,172	32%	1,200	701
74	0	0%	0	0%	Supplies	4,112	0	0%	0	0%	0	4,112
283	50	566%	77	366%	Cart Repairs	1,928	1,150	168%	977	197%	1,200	1,928
8,577	5,200	165%	3,535	243%	Cart Lease	94,347	57,200	165%	39,842	237%	62,400	98,533
637	900	71%	636	100%	Utilities - Electric	7,226	9,900	73%	10,825	67%	10,800	7,832
9,570	6,250	153%	4,373	219%	TOTAL OPERATING EXPENSES	108,313	69,350	156%	53,817	201%	75,600	113,105
14,058	19,048	74%	19,945	70%	EBITDA	317,512	326,622	97%	392,990	81%	351,036	337,140
14,058	19,048	74%	19,945	70%	NET INCOME	317,512	326,622	97%	392,990	81%	351,036	337,140

The Golf Club at Cypress Head
Range
For the Eleven Months Ending August 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
4,384	3,200	137%	3,180	138%	Range	64,298	48,900	131%	49,334	130%	52,400	66,560
4,384	3,200	137%	3,180	138%	Total Revenues	64,298	48,900	131%	49,334	130%	52,400	66,560
4,384	3,200	137%	3,180	138%	GROSS MARGIN	64,298	48,900	131%	49,334	130%	52,400	66,560
					OPERATING EXPENSES							
3,250	0	0%	0	0%	Range Balls	9,042	3,600	251%	3,520	257%	3,600	9,042
0	0	0%	0	0%	Range Equipment	1,176	1,050	112%	1,087	108%	1,050	1,176
(207)	400	-52%	0	0%	Range Expenses	1,776	2,100	85%	1,629	109%	2,100	1,776
0	0	0%	0	0%	Repair & Maint - Equipment	3,768	100	3768%	0	0%	100	3,768
3,043	400	761%	0	0%	TOTAL OPERATING EXPENSES	15,762	6,850	230%	6,236	253%	6,850	15,762
1,341	2,800	48%	3,180	42%	EBITDA	48,535	42,050	115%	43,099	113%	45,550	50,798
1,341	2,800	48%	3,180	42%	NET INCOME	48,535	42,050	115%	43,099	113%	45,550	50,798

The Golf Club at Cypress Head
Golf Shop
For the Eleven Months Ending August 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
237	20	1185%	58	409%	Handicap Fee	5,526	4,110	134%	4,849	114%	4,130	5,702
840	550	153%	747	112%	Lessons	17,123	12,590	136%	14,962	114%	13,590	17,934
623	100	623%	360	173%	Rental Clubs	8,361	2,500	334%	3,040	275%	2,800	8,441
27,611	6,600	418%	8,435	327%	Retail	264,560	102,700	258%	119,585	221%	110,100	270,666
29,311	7,270	403%	9,600	305%	Total Revenues	295,570	121,900	242%	142,436	208%	130,620	302,743
					COST OF GOODS SOLD							
19,763	4,224	468%	5,262	376%	COGS - Merchandise	189,176	65,728	288%	75,268	251%	70,464	192,849
19,763	4,224	468%	5,262	376%	Total COGS	189,176	65,728	288%	75,268	251%	70,464	192,849
9,548	3,046	313%	4,338	220%	GROSS MARGIN	106,394	56,172	189%	67,168	158%	60,156	109,893
71.58%	64.00%	111.84%	62.39%	114.73%	COGS - Merchandise %	71.51%	64.00%	111.73%	62.94%	113.61%	64.00%	835.43%
					PAYROLL							
4,412	0	0%	0	0%	Gross Payroll - Salaried	39,223	0	0%	0	0%	0	39,223
4,958	6,767	73%	5,669	87%	Gross Payroll - Hourly	61,414	73,610	83%	67,472	91%	80,159	66,868
9,370	6,767	138%	5,669	165%	S/T Wages	100,637	73,610	137%	67,472	149%	80,159	106,091
784	518	151%	435	180%	Payroll Tax - FICA	7,973	5,631	142%	5,198	153%	6,132	8,371
7	133	5%	19	37%	Payroll Tax - UC	371	1,403	26%	382	97%	1,484	387
246	140	176%	133	185%	Payroll Tax - WC	1,954	1,489	131%	1,322	148%	1,624	2,106
1,289	600	215%	648	199%	Benefits	7,663	6,446	119%	6,219	123%	7,045	8,457
2,326	1,391	167%	1,236	188%	S/T Adders	17,961	14,969	120%	13,121	137%	16,285	19,321
11,697	8,157	143%	6,905	169%	TOTAL PAYROLL	118,598	88,579	134%	80,593	147%	96,444	125,412
					OPERATING EXPENSES							
0	50	0%	0	0%	Office Supplies	138	550	25%	86	162%	600	329
0	0	0%	0	0%	Printing	1,090	0	0%	0	0%	0	1,090
0	0	0%	0	0%	Supplies	3,717	200	1859%	3,863	96%	200	3,717
76	50	151%	0	0%	Tournament Expense	1,567	550	285%	243	644%	600	1,567
0	0	0%	0	0%	Handicap Expense	6,538	5,175	126%	5,297	123%	5,175	6,538
0	50	0%	0	0%	Lesson Expense	0	950	0%	350	0%	1,000	0
0	0	0%	353	0%	Repair & Maint - Building	0	0	0%	1,044	0%	0	0
76	150	50%	353	21%	TOTAL OPERATING EXPENSES	13,051	7,425	176%	10,883	120%	7,575	13,241
(2,224)	(5,261)	42%	(2,921)	76%	EBITDA	(25,254)	(39,832)	63%	(24,307)	104%	(43,863)	(28,760)
(2,224)	(5,261)	42%	(2,921)	76%	NET INCOME	(25,254)	(39,832)	63%	(24,307)	104%	(43,863)	(28,760)

The Golf Club at Cypress Head
G & A
For the Eleven Months Ending August 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
13,389	11,076	121%	10,747	125%	Gross Payroll - Salaried	138,588	120,141	115%	116,505	119%	131,217	150,838
73	0	0%	0	0%	Gross Payroll - Hourly	626	0	0%	0	0%	0	626
13,462	11,076	122%	10,747	125%	S/T Wages	139,213	120,141	116%	116,505	119%	131,217	151,464
889	847	105%	764	116%	Payroll Tax - FICA	9,182	9,191	100%	8,220	112%	10,038	9,917
1	0	0%	0	0%	Payroll Tax - UC	115	519	22%	(130)	-89%	519	115
335	229	146%	199	168%	Payroll Tax - WC	2,707	2,429	111%	2,202	123%	2,658	2,993
2,239	2,695	83%	1,486	151%	Benefits	29,834	28,933	103%	16,659	179%	31,628	31,773
3,464	3,771	92%	2,448	141%	S/T Adders	41,838	41,072	102%	26,952	155%	44,843	44,798
16,926	14,847	114%	13,196	128%	TOTAL PAYROLL	181,051	161,213	112%	143,457	126%	176,060	196,262
OPERATING EXPENSES												
876	650	135%	228	384%	Janitorial Supplies	6,566	7,550	87%	6,940	95%	8,000	7,052
51	100	51%	0	0%	Laundry/Uniforms	1,555	2,100	74%	950	164%	2,200	2,124
1,063	200	532%	529	201%	Office Supplies	7,353	3,200	230%	4,113	179%	3,600	7,642
0	0	0%	0	0%	Printing	16	0	0%	0	0%	0	16
142	250	57%	120	118%	Alarm System	1,746	2,750	64%	1,948	90%	3,000	1,867
820	160	512%	160	513%	Computer Service	6,641	1,760	377%	1,758	378%	1,920	6,801
913	650	140%	650	140%	Contract Cleaning	7,768	7,150	109%	6,848	113%	7,800	8,418
0	0	0%	0	0%	Guest Relations	8,258	0	0%	0	0%	0	8,258
150	0	0%	0	0%	Repair & Maint - Equipment	2,901	500	580%	3,674	79%	500	3,557
1,952	150	1301%	189	1032%	Repair & Maint - Building	8,031	5,900	136%	8,598	93%	6,700	8,053
206	206	100%	217	95%	Off-Site Storage	2,266	2,266	100%	2,037	111%	2,472	2,266
2,797	2,000	140%	2,432	115%	Utilities - Other	24,019	22,000	109%	22,260	108%	24,000	26,308
198	200	99%	203	97%	Utilities - Telephone/Fax	2,221	2,200	101%	2,064	108%	2,400	2,371
238	400	59%	361	66%	Bank Charges	3,348	4,400	76%	3,802	88%	4,800	3,692
(58)	0	0%	43	-134%	Cash Short/(Over)	(97)	0	0%	(589)	17%	0	(146)
190	240	79%	200	95%	Cell Phone	2,540	2,640	96%	2,200	115%	2,880	2,740
2,554	2,380	107%	2,489	103%	City Surcharge R & R	38,218	36,360	105%	37,921	101%	38,940	40,382
3,932	2,000	197%	2,840	138%	Credit Card Discounts	50,844	34,500	147%	40,332	126%	36,500	53,087
(686)	0	0%	0	0%	Donations	(746)	0	0%	573	-130%	0	(746)
0	500	0%	0	0%	Dues & Subscriptions	2,639	1,880	140%	1,599	165%	1,880	2,639
433	50	866%	257	168%	Employee Relations	6,864	1,500	458%	314	2183%	1,550	6,904
9,297	6,700	139%	7,675	121%	Insurance Expense	87,687	73,700	119%	70,620	124%	80,400	95,363
(213)	50	-425%	0	0%	Member Relations	(3,988)	550	-725%	2,191	-182%	600	(3,688)
0	0	0%	0	0%	Miscellaneous	8	0	0%	2,081	0%	0	8
0	0	0%	0	0%	O/S - Accounting	15,500	11,200	138%	11,730	132%	11,200	20,000
460	350	131%	437	105%	Payroll Processing Fee	4,943	4,000	124%	4,647	106%	4,350	5,379
63	100	63%	251	25%	Postage/Shipping	1,870	1,650	113%	2,628	71%	1,750	1,963
(30)	0	0%	45	-67%	Tax/Licenses/Fees	(185)	0	0%	(255)	73%	0	(215)
0	100	0%	0	0%	Travel - Meals	246	2,000	12%	1,115	22%	2,100	246
5	100	5%	54	9%	Travel - Other	10,783	1,100	980%	2,460	438%	1,200	11,614
0	0	0%	0	0%	Employee Meals	25	0	0%	20	125%	0	25
25,352	17,536	145%	19,379	131%	TOTAL OPERATING EXPENSES	299,842	232,856	129%	244,579	123%	250,742	323,982
(42,277)	(32,383)	131%	(32,575)	130%	EBITDA	(480,893)	(394,069)	122%	(388,036)	124%	(426,802)	(520,244)
6,400	6,434	99%	6,307	101%	Management Fee	70,274	70,774	99%	69,382	101%	77,208	76,707
6,400	6,434	99%	6,307	101%	Management Fees	70,274	70,774	99%	69,382	101%	77,208	76,707
23	23	100%	23	100%	Deprec - Mach & Equip	254	254	100%	254	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	797	797	100%	797	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	1,051	1,051	100%	1,051	100%	1,146	1,146
(48,773)	(38,912)	125%	(38,978)	125%	NET INCOME	(552,218)	(465,894)	119%	(458,469)	120%	(505,156)	(598,098)

The Golf Club at Cypress Head
Marketing
For the Eleven Months Ending August 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
0	3,909	0%	3,415	0%	Gross Payroll - Salaried	21,430	42,161	51%	42,689	50%	46,070	26,906
115	0	0%	0	0%	Gross Payroll - Hourly	7,008	0	0%	0	0%	0	7,008
115	3,909	3%	3,415	3%	S/T Wages	28,438	42,161	67%	42,689	67%	46,070	33,914
9	299	3%	268	3%	Payroll Tax - FICA	2,184	3,225	68%	3,047	72%	3,524	2,434
0	15	0%	0	0%	Payroll Tax - UC	57	423	14%	88	65%	438	57
0	81	0%	75	0%	Payroll Tax - WC	441	853	52%	813	54%	933	532
4	44	8%	212	2%	Benefits	369	472	78%	6,199	6%	516	507
12	438	3%	555	2%	S/T Adders	3,051	4,973	61%	10,147	30%	5,411	3,530
127	4,347	3%	3,970	3%	TOTAL PAYROLL	31,490	47,134	67%	52,837	60%	51,481	37,444
					OPERATING EXPENSES							
1,294	1,000	129%	688	188%	Advertising & Promotion	25,195	18,400	137%	22,542	112%	23,400	26,539
1,294	1,000	129%	688	188%	TOTAL OPERATING EXPENSES	25,195	18,400	137%	22,542	112%	23,400	26,539
(1,421)	(5,347)	27%	(4,659)	31%	EBITDA	(56,685)	(65,534)	86%	(75,379)	75%	(74,881)	(63,983)
(1,421)	(5,347)	27%	(4,659)	31%	NET INCOME	(56,685)	(65,534)	86%	(75,379)	75%	(74,881)	(63,983)

The Golf Club at Cypress Head

For the Eleven Months Ending August 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
99,504	79,390	125%	84,541	118%	Green Fees & Cart Fees	1,675,302	1,433,666	117%	1,475,287	114%	1,525,011	1,757,830
27,611	6,600	418%	8,435	327%	Merchandise	264,560	102,700	258%	119,585	221%	110,100	270,666
1,700	670	254%	1,165	146%	Other Pro Shop	31,010	19,200	162%	22,851	136%	20,520	32,077
4,384	3,200	137%	3,180	138%	Range	64,298	48,900	131%	49,334	130%	52,400	66,560
2,554	2,400	106%	2,489	103%	Other Operating Revenues	38,218	35,900	106%	37,921	101%	38,100	40,382
135,753	92,260	147%	99,810	136%	TOTAL REVENUE	2,073,387	1,640,366	126%	1,704,978	122%	1,746,131	2,167,515
COST OF SALES												
19,763	4,224	468%	5,262	376%	Merchandise	189,176	65,728	288%	75,268	251%	70,464	192,849
19,763	4,224	468%	5,262	376%	TOTAL COGS	189,176	65,728	288%	75,268	251%	70,464	192,849
71.6%	64.0%	111.8%	62.4%	114.7%	COGS - Merchandise %	71.5%	64.0%	111.7%	62.9%	113.6%	64.0%	835.4%
PAYROLL												
40,271	38,014	106%	36,967	109%	Course and Grounds	421,132	415,568	101%	395,401	107%	452,813	456,317
13,883	9,172	151%	7,904	176%	Carts, Range, Starters, Etc.	146,365	98,928	148%	100,945	145%	107,804	153,483
11,697	8,157	143%	6,905	169%	Pro Shop	118,598	88,579	134%	80,593	147%	96,444	125,412
16,926	14,847	114%	13,196	128%	General and Administrative	181,051	161,213	112%	143,457	126%	176,060	196,262
127	4,347	3%	3,970	3%	Marketing	31,490	47,134	67%	52,837	60%	51,481	37,444
82,903	74,537	111%	68,941	120%	TOTAL PAYROLL	898,636	811,422	111%	773,233	116%	884,602	968,918
OPERATING EXPENSES												
33,690	31,971	105%	26,704	126%	Course and Grounds	304,998	308,581	99%	265,979	115%	342,652	345,990
12,613	6,650	190%	4,373	288%	Carts, Range, Starters, Etc.	124,076	76,200	163%	60,052	207%	82,450	128,868
76	150	50%	353	21%	Pro Shop	13,051	7,425	176%	10,883	120%	7,575	13,241
25,352	17,536	145%	19,379	131%	General and Administrative	299,842	232,856	129%	244,579	123%	250,742	323,982
1,294	1,000	129%	688	188%	Marketing	25,195	18,400	137%	22,542	112%	23,400	26,539
73,024	57,307	127%	51,498	142%	TOTAL OPERATING EXPENSES	767,161	643,462	119%	604,036	127%	706,819	838,620
175,691	136,068	129%	125,701	140%	TOTAL EXPENSES	1,854,973	1,520,612	122%	1,452,536	128%	1,661,885	2,000,388
(39,938)	(43,808)	91%	(25,891)	154%	EBITDA	218,415	119,754	182%	252,442	87%	84,246	167,127

The Golf Club at Cypress Head

For the Eleven Months Ending August 31, 2023

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
(39,938)	(43,808)	91%	(25,891)	154%	EBITDA	218,415	119,754	182%	252,442	87%	84,246	167,127
(6,400)	(6,434)	99%	(6,307)	101%	MANAGEMENT FEES	(70,274)	(70,774)	99%	(69,382)	101%	(77,208)	(76,707)
					OTHER INCOME (EXPENSE)							
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(1,051)	(1,051)	100%	(1,051)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	TOTAL OTHER INCOME (EXPENSE)	(1,051)	(1,051)	100%	(1,051)	100%	(1,146)	(1,146)
(46,433)	(50,338)	92%	(32,294)	144%	NET INCOME	147,090	47,929	307%	182,009	81%	5,892	89,274
2,669	2,133	125%	2,583	103%	Paid Rounds	42,332	35,165	120%	40,576	104%	37,780	44,485
336	444	76%	307	109%	Annual Pass Rounds	3,825	4,329	88%	4,095	93%	4,748	4,136
258	180	143%	233	111%	Other Rounds	2,784	2,406	116%	2,861	97%	2,636	2,959
3,263	2,757	118%	3,123	104%	Total Rounds	48,941	41,900	117%	47,532	103%	45,164	51,580
51	43	118%	39	132%	Revenue/Paid Rounds	49	47	105%	42	117%	46	577
42	33	124%	32	130%	Revenue/Total Rounds	42	39	108%	36	118%	39	496

Ranges: From:

Date: 8/1/2023

Account: First

To:

8/31/2023

Last

Sorted By:

Account

Include:

Posting, Unit

Print Currency In:

Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$347,364.75	\$150,470.90	\$216,495.08	(\$66,024.18)	\$281,340.57
	10050-5950-900	Cash - Course Payroll BMO	\$32,374.72	\$105,000.00	\$62,724.51	\$42,275.49	\$74,650.21
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$1,580.72	\$181,430.26	\$10,490.93	\$170,939.33	\$172,520.05
	12000-5950-900	Inventory - Merchandise	\$99,594.34	\$20,144.14	\$20,811.47	(\$667.33)	\$98,927.01
	13020-5950-900	Prepaid Insurance	\$37,792.36	\$0.00	\$8,497.24	(\$8,497.24)	\$29,295.12
	13040-5950-900	Prepaid Exp - Other	\$9,655.70	\$0.00	\$462.00	(\$462.00)	\$9,193.70
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,948.14)	\$0.00	\$23.12	(\$23.12)	(\$4,971.26)
	22080-5950-900	Accum. Deprec - Buildings	(\$27,121.81)	\$0.00	\$72.41	(\$72.41)	(\$27,194.22)
	30000-5950-900	Accts Pay - Trade	(\$62,474.99)	\$84,927.78	\$93,974.90	(\$9,047.12)	(\$71,522.11)
	30040-5950-900	Accts Pay - Other	(\$123,880.42)	\$16,522.11	\$16,485.48	\$36.63	(\$123,843.79)
	31000-5950-900	Accrued Expenses	(\$1,600.00)	\$1,600.00	\$2,504.70	(\$904.70)	(\$2,504.70)
	31020-5950-900	Accrued Payroll	(\$50,791.43)	\$39,289.28	\$42,889.32	(\$3,600.04)	(\$54,391.47)
	31080-5950-900	Accrued Tips Payable	(\$2,020.00)	\$2,022.00	\$2.00	\$2,020.00	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$9,880.38)	\$9,880.38	\$18,547.06	(\$8,666.68)	(\$18,547.06)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,553.89	\$2,553.89	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$8,594.67)	\$2,511.62	\$1,083.76	\$1,427.86	(\$7,166.81)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$12,749.06)	\$0.00	\$13,011.72	(\$13,011.72)	(\$25,760.78)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$5,248.15)	\$2,624.03	\$33,676.78	(\$31,052.75)	(\$36,300.90)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$6,038.84)	\$3,019.44	\$40,691.71	(\$37,672.27)	(\$43,711.11)
	32070-5950-900	Deferred Rev - Gift Cards	(\$35,138.11)	\$1,272.05	\$962.34	\$309.71	(\$34,828.40)
	32100-5950-900	Deferred Rev - Credit Books	(\$10,582.27)	\$1,202.95	\$1,483.14	(\$280.19)	(\$10,862.46)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$11,069.99)	\$8,759.79	\$92,220.37	(\$83,460.58)	(\$94,530.57)
	49020-5950-900	Retained Earnings - Current	(\$199.13)	\$0.00	\$0.00	\$0.00	(\$199.13)
	50000-5950-100	Green Fees - Annual Pass	(\$55,614.57)	\$0.00	\$5,643.47	(\$5,643.47)	(\$61,258.04)
	5002A-5950-100	Green Fee - Annual	\$0.00	\$13.96	\$13.96	\$0.00	\$0.00
	5003A-5950-100	Green Fee - Group	(\$97,974.41)	\$0.00	\$4,801.91	(\$4,801.91)	(\$102,776.32)
	50040-5950-100	Green Fees - Member	(\$4,247.60)	\$0.00	\$808.19	(\$808.19)	(\$5,055.79)
	5005A-5950-100	Green Fee - Hotel	(\$50.74)	\$0.00	\$0.00	\$0.00	(\$50.74)
	5006A-5950-100	Green Fee - Junior	(\$2,402.07)	\$0.00	\$196.98	(\$196.98)	(\$2,599.05)
	50070-5950-100	Green Fees - (surcharge)	(\$36,341.29)	\$2,553.89	\$5,107.77	(\$2,553.88)	(\$38,895.17)
	5007A-5950-100	Green Fee - League	(\$77,852.63)	\$0.00	\$273.00	(\$273.00)	(\$78,125.63)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$120,518.10)	\$0.00	\$9,123.68	(\$9,123.68)	(\$129,641.78)
	5012A-5950-100	Green Fee - Outing	(\$74,644.47)	\$0.00	\$0.00	\$0.00	(\$74,644.47)
	5014A-5950-100	Green Fee - Resident	(\$325,846.42)	\$4,492.45	\$25,566.13	(\$21,073.68)	(\$346,920.10)
	5015A-5950-100	Green Fee - Senior	(\$240,634.60)	\$0.00	\$17,523.01	(\$17,523.01)	(\$258,157.61)
	5016A-5950-100	Green Fee - Staff	(\$1.00)	\$0.00	\$0.00	\$0.00	(\$1.00)
	5017A-5950-100	Green Fee - Trade	(\$108.06)	\$0.00	\$0.00	\$0.00	(\$108.06)
	5018A-5950-100	Green Fee - Twilight	(\$58.90)	\$0.00	\$0.00	\$0.00	(\$58.90)
	5019A-5950-100	Green Fee - Wholesale	(\$4,824.07)	\$5.49	\$0.00	\$5.49	(\$4,818.58)
	50500-5950-200	Cart Fee 18	(\$463,611.74)	\$0.00	\$32,473.06	(\$32,473.06)	(\$496,084.80)
	50520-5950-200	Cart Fee - Annual Trail	(\$71,067.51)	\$1,984.69	\$7,023.35	(\$5,038.66)	(\$76,106.17)
	52090-5950-600	Handicap Fee	(\$5,289.00)	\$0.00	\$237.00	(\$237.00)	(\$5,526.00)
	52150-5950-600	Lessons	(\$16,282.50)	\$0.00	\$840.00	(\$840.00)	(\$17,122.50)
	52280-5950-600	Rental Clubs	(\$7,737.66)	\$0.00	\$623.39	(\$623.39)	(\$8,361.05)
	52310-5950-600	Retail	(\$236,949.24)	\$0.00	\$27,611.03	(\$27,611.03)	(\$264,560.27)
	53050-5950-220	Range Pass Revenue	(\$59,913.74)	\$0.00	\$4,383.83	(\$4,383.83)	(\$64,297.57)
	56120-5950-100	City Surcharge R & R	(\$35,663.61)	\$0.00	\$2,553.89	(\$2,553.89)	(\$38,217.50)
	60000-5950-600	COGS - Merchandise - Accessories	\$169,412.39	\$19,763.18	\$0.00	\$19,763.18	\$189,175.57
	70000-5950-100	Gross Payroll - Salaried	\$109,635.77	\$17,845.10	\$6,191.16	\$11,653.94	\$121,289.71

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70000-5950-600	Gross Payroll - Salaried	\$34,810.28	\$6,373.83	\$1,961.55	\$4,412.28	\$39,222.56
	70000-5950-900	Gross Payroll - Salaried	\$125,198.78	\$20,371.89	\$6,982.79	\$13,389.10	\$138,587.88
	70000-5950-950	Gross Payroll - Salaried	\$21,430.44	\$0.00	\$0.00	\$0.00	\$21,430.44
	70010-5950-100	Gross Payroll - Hourly	\$218,327.69	\$33,355.71	\$10,665.59	\$22,690.12	\$241,017.81
	70010-5950-200	Gross Payroll - Hourly	\$119,977.03	\$19,733.78	\$7,306.31	\$12,427.47	\$132,404.50
	70010-5950-600	Gross Payroll - Hourly	\$56,456.12	\$8,154.86	\$3,196.94	\$4,957.92	\$61,414.04
	70010-5950-900	Gross Payroll - Hourly	\$553.01	\$94.93	\$22.37	\$72.56	\$625.57
	70010-5950-950	Gross Payroll - Hourly	\$6,893.10	\$286.29	\$171.57	\$114.72	\$7,007.82
	71000-5950-100	Payroll Tax - FICA	\$24,310.04	\$3,791.69	\$1,289.54	\$2,502.15	\$26,812.19
	71000-5950-200	Payroll Tax - FICA	\$9,495.94	\$1,536.24	\$558.84	\$977.40	\$10,473.34
	71000-5950-600	Payroll Tax - FICA	\$7,189.58	\$1,178.52	\$394.61	\$783.91	\$7,973.49
	71000-5950-900	Payroll Tax - FICA	\$8,292.65	\$1,425.04	\$535.89	\$889.15	\$9,181.80
	71000-5950-950	Payroll Tax - FICA	\$2,175.08	\$21.91	\$13.12	\$8.79	\$2,183.87
	71010-5950-100	Payroll Tax - UC	\$674.83	\$23.20	\$0.00	\$23.20	\$698.03
	71010-5950-200	Payroll Tax - UC	\$924.06	\$141.55	\$0.00	\$141.55	\$1,065.61
	71010-5950-600	Payroll Tax - UC	\$363.61	\$7.19	\$0.00	\$7.19	\$370.80
	71010-5950-900	Payroll Tax - UC	\$114.25	\$0.84	\$0.00	\$0.84	\$115.09
	71010-5950-950	Payroll Tax - UC	\$57.38	\$0.00	\$0.00	\$0.00	\$57.38
	71020-5950-100	Payroll Tax - WC	\$6,132.50	\$858.20	\$0.00	\$858.20	\$6,990.70
	71020-5950-200	Payroll Tax - WC	\$2,222.76	\$333.35	\$0.00	\$333.35	\$2,556.11
	71020-5950-600	Payroll Tax - WC	\$1,708.43	\$245.94	\$0.00	\$245.94	\$1,954.37
	71020-5950-900	Payroll Tax - WC	\$2,372.25	\$334.76	\$0.00	\$334.76	\$2,707.01
	71020-5950-950	Payroll Tax - WC	\$440.82	\$0.00	\$0.00	\$0.00	\$440.82
	71030-5950-100	Benefits	\$21,780.39	\$8,390.85	\$5,847.69	\$2,543.16	\$24,323.55
	71030-5950-200	Benefits	(\$137.77)	\$517.34	\$513.82	\$3.52	(\$134.25)
	71030-5950-600	Benefits	\$6,373.18	\$2,811.07	\$1,521.67	\$1,289.40	\$7,662.58
	71030-5950-900	Benefits	\$27,594.68	\$5,317.91	\$3,078.75	\$2,239.16	\$29,833.84
	71030-5950-950	Benefits	\$365.74	\$17.90	\$14.31	\$3.59	\$369.33
	80110-5950-200	Cart Supplies	\$700.54	\$0.00	\$0.00	\$0.00	\$700.54
	80120-5950-100	Chemicals	\$7,070.32	\$199.00	\$0.00	\$199.00	\$7,269.32
	80170-5950-100	Course Accessories	\$6,588.27	\$1,994.81	\$0.00	\$1,994.81	\$8,583.08
	80230-5950-100	Fertilizer	\$50,780.02	\$7,918.30	\$2,540.00	\$5,378.30	\$56,158.32
	80250-5950-100	Flowers/Decor	\$1,771.27	\$618.93	\$0.00	\$618.93	\$2,390.20
	80270-5950-100	Fuel	\$15,317.05	\$3,094.20	\$0.00	\$3,094.20	\$18,411.25
	80280-5950-100	Fungicides	\$1,497.17	\$0.00	\$0.00	\$0.00	\$1,497.17
	80320-5950-100	Herbicides	\$33,168.85	\$3,082.21	\$0.00	\$3,082.21	\$36,251.06
	80370-5950-100	Insecticides	\$5,657.99	\$1,595.96	\$0.00	\$1,595.96	\$7,253.95
	80380-5950-900	Janitorial Supplies	\$5,690.17	\$875.73	\$0.00	\$875.73	\$6,565.90
	80420-5950-900	Laundry/Uniforms	\$1,504.31	\$50.89	\$0.00	\$50.89	\$1,555.20
	80520-5950-600	Office Supplies	\$138.46	\$0.00	\$0.00	\$0.00	\$138.46
	80520-5950-900	Office Supplies	\$6,289.80	\$1,079.45	\$15.98	\$1,063.47	\$7,353.27
	80590-5950-600	Printing	\$1,090.00	\$0.00	\$0.00	\$0.00	\$1,090.00
	80590-5950-900	Printing	\$15.50	\$0.00	\$0.00	\$0.00	\$15.50
	80610-5950-220	Range Balls	\$5,792.14	\$3,250.00	\$0.00	\$3,250.00	\$9,042.14
	80620-5950-220	Range Equipment	\$1,175.82	\$0.00	\$0.00	\$0.00	\$1,175.82
	80630-5950-220	Range Expenses	\$1,983.31	\$0.00	\$207.00	(\$207.00)	\$1,776.31
	80690-5950-100	Sand/Topdress	\$11,335.54	\$2,051.37	\$0.00	\$2,051.37	\$13,386.91
	80710-5950-100	Seeds/Trees	\$7,010.00	\$0.00	\$0.00	\$0.00	\$7,010.00
	80730-5950-100	Small Tools	\$492.93	\$0.00	\$0.00	\$0.00	\$492.93
	80770-5950-100	Staff/Volunteer Uniforms	\$875.42	\$0.00	\$0.00	\$0.00	\$875.42
	80780-5950-200	Supplies	\$4,037.93	\$73.99	\$0.00	\$73.99	\$4,111.92
	80780-5950-600	Supplies	\$3,717.30	\$0.00	\$0.00	\$0.00	\$3,717.30
	80810-5950-600	Tournament Expense	\$1,491.17	\$764.61	\$689.00	\$75.61	\$1,566.78
	81010-5950-900	Alarm System	\$1,604.46	\$142.00	\$0.00	\$142.00	\$1,746.46
	81090-5950-200	Cart Repairs	\$1,645.18	\$282.95	\$0.00	\$282.95	\$1,928.13
	81130-5950-900	Computer Service	\$5,821.66	\$819.50	\$0.00	\$819.50	\$6,641.16
	81140-5950-900	Contract Cleaning	\$6,855.90	\$912.50	\$0.00	\$912.50	\$7,768.40
	81200-5950-900	Guest Relations	\$8,258.39	\$0.00	\$0.00	\$0.00	\$8,258.39
	81220-5950-600	Handicap Expense	\$6,538.00	\$0.00	\$0.00	\$0.00	\$6,538.00
	81250-5950-100	Irrigation	\$5,810.07	\$175.00	\$0.00	\$175.00	\$5,985.07

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81340-5950-100	Repair & Maint - Paths	\$251.43	\$0.00	\$0.00	\$0.00	\$251.43
	81350-5950-100	Repair & Maint - Equipment	\$22,689.26	\$4,004.81	\$28.05	\$3,976.76	\$26,666.02
	81350-5950-220	Repair & Maint - Equipment	\$3,768.02	\$0.00	\$0.00	\$0.00	\$3,768.02
	81350-5950-900	Repair & Maint - Equipment	\$2,751.11	\$150.00	\$0.00	\$150.00	\$2,901.11
	81360-5950-100	Repair & Maint - Building	\$1,253.49	\$0.00	\$0.00	\$0.00	\$1,253.49
	81360-5950-900	Repair & Maint - Building	\$6,078.89	\$1,951.68	\$0.00	\$1,951.68	\$8,030.57
	82000-5950-200	Cart Lease	\$85,770.00	\$8,577.00	\$0.00	\$8,577.00	\$94,347.00
	82020-5950-100	Equipment Lease	\$71,400.00	\$7,140.00	\$0.00	\$7,140.00	\$78,540.00
	82060-5950-900	Off-Site Storage	\$2,060.00	\$206.00	\$0.00	\$206.00	\$2,266.00
	83000-5950-100	Utilities - Electric	\$2,927.49	\$358.37	\$0.00	\$358.37	\$3,285.86
	83000-5950-200	Utilities - Electric	\$6,589.30	\$636.54	\$0.00	\$636.54	\$7,225.84
	83020-5950-100	Utilities - Other	\$18,525.05	\$970.25	\$0.00	\$970.25	\$19,495.30
	83020-5950-900	Utilities - Other	\$21,221.69	\$2,797.25	\$0.00	\$2,797.25	\$24,018.94
	83030-5950-900	Utilities - Telephone/Fax	\$2,023.21	\$197.99	\$0.00	\$197.99	\$2,221.20
	83050-5950-100	Utilities - Water	\$2,224.87	\$204.36	\$0.00	\$204.36	\$2,429.23
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$18,900.81	\$1,294.11	\$0.00	\$1,294.11	\$20,194.92
	84110-5950-950	Adv/Promo - Website	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	85020-5950-900	Bank Charges	\$3,109.95	\$237.82	\$0.00	\$237.82	\$3,347.77
	85050-5950-900	Cash Short/(Over)	(\$39.37)	\$750.85	\$808.69	(\$57.84)	(\$97.21)
	85060-5950-900	Cell Phone	\$2,350.00	\$190.00	\$0.00	\$190.00	\$2,540.00
	85070-5950-900	City Surcharge R & R	\$35,663.61	\$2,553.89	\$0.00	\$2,553.89	\$38,217.50
	85120-5950-900	Credit Card Discounts	\$46,912.62	\$3,931.71	\$0.00	\$3,931.71	\$50,844.33
	85140-5950-900	Donations	(\$60.00)	\$0.00	\$686.00	(\$686.00)	(\$746.00)
	85150-5950-900	Dues & Subscriptions	\$2,639.49	\$0.00	\$0.00	\$0.00	\$2,639.49
	85160-5950-100	Education & Training	\$835.00	\$0.00	\$0.00	\$0.00	\$835.00
	85190-5950-100	Employee Relations	\$679.30	\$0.00	\$0.00	\$0.00	\$679.30
	85190-5950-900	Employee Relations	\$6,431.46	\$432.94	\$0.00	\$432.94	\$6,864.40
	85200-5950-100	Employee Testing	\$147.47	\$0.00	\$0.00	\$0.00	\$147.47
	85280-5950-900	Insurance Expense	\$78,390.18	\$10,897.24	\$1,600.00	\$9,297.24	\$87,687.42
	85320-5950-900	Member Relations	(\$3,775.88)	\$0.00	\$212.50	(\$212.50)	(\$3,988.38)
	85340-5950-900	Miscellaneous	\$8.23	\$0.00	\$0.00	\$0.00	\$8.23
	85390-5950-900	O/S - Accounting	\$15,500.00	\$0.00	\$0.00	\$0.00	\$15,500.00
	85430-5950-100	O/S - Other	\$3,000.00	\$2,850.00	\$0.00	\$2,850.00	\$5,850.00
	85480-5950-900	Payroll Processing Fee	\$4,483.36	\$459.84	\$0.00	\$459.84	\$4,943.20
	85490-5950-900	Postage/Shipping	\$1,806.78	\$96.91	\$33.90	\$63.01	\$1,869.79
	85610-5950-900	Tax/Licenses/Fees	(\$155.01)	\$0.00	\$30.00	(\$30.00)	(\$185.01)
	85710-5950-900	Travel - Meals	\$245.97	\$0.00	\$0.00	\$0.00	\$245.97
	85720-5950-900	Travel - Other	\$10,778.91	\$4.56	\$0.00	\$4.56	\$10,783.47
	89020-5950-900	Employee Meals	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
	90000-5950-900	Management Fee	\$63,873.85	\$6,400.00	\$0.00	\$6,400.00	\$70,273.85
	98020-5950-900	Deprec - Mach & Equip	\$231.20	\$23.12	\$0.00	\$23.12	\$254.32
	98040-5950-900	Deprec - Buildings	\$724.10	\$72.41	\$0.00	\$72.41	\$796.51
	R002A-5950-100	Rounds - Annual	11,913.00	336.00	0.00	336.00	12,249.00
	R003A-5950-100	Rounds - Group	14,702.00	294.00	0.00	294.00	14,996.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	1,765.00	40.00	0.00	40.00	1,805.00
	R007A-5950-100	Rounds - Green Fee - League	15,019.00	19.00	0.00	19.00	15,038.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	7,252.00	327.00	0.00	327.00	7,579.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	690.00	54.00	0.00	54.00	744.00
	R012A-5950-100	Rounds - Green Fee - Outing	8,978.00	1.00	0.00	1.00	8,979.00
	R014A-5950-100	Rounds - Resident	52,946.00	1,345.00	0.00	1,345.00	54,291.00
	R015A-5950-100	Rounds - Green Fee - Senior	21,455.00	640.00	0.00	640.00	22,095.00
	R016A-5950-100	Rounds - Green Fee - Staff	4,468.00	132.00	0.00	132.00	4,600.00
	R017A-5950-100	Rounds - Green Fee - Trade	3,147.00	72.00	0.00	72.00	3,219.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	409.00	3.00	0.00	3.00	412.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWd-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00

TRIAL BALANCE SUMMARY FOR 2022
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

System: TRIAL BALANCE SUMMARY FOR 2022
The Golf Club at Cypress Head
General Ledger

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Ranges: From:
Account: First

To:
Last

Date:
Include:

Inactive	Account	Description	Beginning Balance
	10020-5950-900	Cash - Course Depository NEW	\$347,364.75
	10050-5950-900	Cash - Course Payroll BMO	\$32,374.72
	10100-5950-900	Cash - Course Other	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00
	11160-5950-900	A/R Member	\$1,580.72
	12000-5950-900	Inventory - Merchandise	\$99,594.34
	13020-5950-900	Prepaid Insurance	\$37,792.36
	13040-5950-900	Prepaid Exp - Other	\$9,655.70
	20100-5950-900	Machinery & Equipment	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,948.14)
	22080-5950-900	Accum. Deprec - Buildings	(\$27,121.81)
	30000-5950-900	Accts Pay - Trade	(\$62,474.99)
	30040-5950-900	Accts Pay - Other	(\$123,880.42)
	31000-5950-900	Accrued Expenses	(\$1,600.00)
	31020-5950-900	Accrued Payroll	(\$50,791.43)
	31080-5950-900	Accrued Tips Payable	(\$2,020.00)
	31220-5950-900	Accrued Sales Tax	(\$9,880.38)
	31400-5950-900	Accrued City Surcharge	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$8,594.67)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$12,749.06)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$5,248.15)
	32050-5950-900	Deferred Revenue - Cypress GF Pas	(\$6,038.84)
	32070-5950-900	Deferred Rev - Gift Cards	(\$35,138.11)
	32100-5950-900	Deferred Rev - Credit Books	(\$10,582.27)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$11,069.99)
	49020-5950-900	Retained Earnings - Current	(\$199.13)
	50000-5950-100	Green Fees - Annual Pass	(\$55,614.57)
	5002A-5950-100	Green Fee - Annual	\$0.00
	5003A-5950-100	Green Fee - Group	(\$97,974.41)
	50040-5950-100	Green Fees - Member	(\$4,247.60)
	5005A-5950-100	Green Fee - Hotel	(\$50.74)
	5006A-5950-100	Green Fee - Junior	(\$2,402.07)
	50070-5950-100	Green Fees - (surcharge)	(\$36,341.29)
	5007A-5950-100	Green Fee - League	(\$77,852.63)
	5010A-5950-100	Green Fee - Non-Resident (Standar	(\$120,518.10)
	5012A-5950-100	Green Fee - Outing	(\$74,644.47)
	5014A-5950-100	Green Fee - Resident	(\$325,846.42)
	5015A-5950-100	Green Fee - Senior	(\$240,634.60)

5016A-5950-100	Green Fee - Staff	(\$1.00)
5017A-5950-100	Green Fee - Trade	(\$108.06)
5018A-5950-100	Green Fee - Twilight	(\$58.90)
5019A-5950-100	Green Fee - Wholesale	(\$4,824.07)
50500-5950-200	Cart Fee 18	(\$463,611.74)
50520-5950-200	Cart Fee - Annual Trail	(\$71,067.51)
52090-5950-600	Handicap Fee	(\$5,289.00)
52150-5950-600	Lessons	(\$16,282.50)
52280-5950-600	Rental Clubs	(\$7,737.66)
52310-5950-600	Retail	(\$236,949.24)
53050-5950-220	Range Pass Revenue	(\$59,913.74)
56120-5950-100	City Surcharge R & R	(\$35,663.61)
60000-5950-600	COGS - Merchandise - Accessories	\$169,412.39
70000-5950-100	Gross Payroll - Salaried	\$109,635.77

System: TRIAL BALANCE SUMMARY FOR 2022

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The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance
	70000-5950-600	Gross Payroll - Salaried	\$34,810.28
	70000-5950-900	Gross Payroll - Salaried	\$125,198.78
	70000-5950-950	Gross Payroll - Salaried	\$21,430.44
	70010-5950-100	Gross Payroll - Hourly	\$218,327.69
	70010-5950-200	Gross Payroll - Hourly	\$119,977.03
	70010-5950-600	Gross Payroll - Hourly	\$56,456.12
	70010-5950-900	Gross Payroll - Hourly	\$553.01
	70010-5950-950	Gross Payroll - Hourly	\$6,893.10
	71000-5950-100	Payroll Tax - FICA	\$24,310.04
	71000-5950-200	Payroll Tax - FICA	\$9,495.94
	71000-5950-600	Payroll Tax - FICA	\$7,189.58
	71000-5950-900	Payroll Tax - FICA	\$8,292.65
	71000-5950-950	Payroll Tax - FICA	\$2,175.08
	71010-5950-100	Payroll Tax - UC	\$674.83
	71010-5950-200	Payroll Tax - UC	\$924.06
	71010-5950-600	Payroll Tax - UC	\$363.61
	71010-5950-900	Payroll Tax - UC	\$114.25
	71010-5950-950	Payroll Tax - UC	\$57.38
	71020-5950-100	Payroll Tax - WC	\$6,132.50
	71020-5950-200	Payroll Tax - WC	\$2,222.76
	71020-5950-600	Payroll Tax - WC	\$1,708.43
	71020-5950-900	Payroll Tax - WC	\$2,372.25
	71020-5950-950	Payroll Tax - WC	\$440.82
	71030-5950-100	Benefits	\$21,780.39
	71030-5950-200	Benefits	(\$137.77)
	71030-5950-600	Benefits	\$6,373.18
	71030-5950-900	Benefits	\$27,594.68
	71030-5950-950	Benefits	\$365.74
	80110-5950-200	Cart Supplies	\$700.54
	80120-5950-100	Chemicals	\$7,070.32

80170-5950-100	Course Accessories	\$6,588.27
80230-5950-100	Fertilizer	\$50,780.02
80250-5950-100	Flowers/Decor	\$1,771.27
80270-5950-100	Fuel	\$15,317.05
80280-5950-100	Fungicides	\$1,497.17
80320-5950-100	Herbicides	\$33,168.85
80370-5950-100	Insecticides	\$5,657.99
80380-5950-900	Janitorial Supplies	\$5,690.17
80420-5950-900	Laundry/Uniforms	\$1,504.31
80520-5950-600	Office Supplies	\$138.46
80520-5950-900	Office Supplies	\$6,289.80
80590-5950-600	Printing	\$1,090.00
80590-5950-900	Printing	\$15.50
80610-5950-220	Range Balls	\$5,792.14
80620-5950-220	Range Equipment	\$1,175.82
80630-5950-220	Range Expenses	\$1,983.31
80690-5950-100	Sand/Topdress	\$11,335.54
80710-5950-100	Seeds/Trees	\$7,010.00
80730-5950-100	Small Tools	\$492.93
80770-5950-100	Staff/Volunteer Uniforms	\$875.42
80780-5950-200	Supplies	\$4,037.93
80780-5950-600	Supplies	\$3,717.30
80810-5950-600	Tournament Expense	\$1,491.17
81010-5950-900	Alarm System	\$1,604.46
81090-5950-200	Cart Repairs	\$1,645.18
81130-5950-900	Computer Service	\$5,821.66
81140-5950-900	Contract Cleaning	\$6,855.90
81200-5950-900	Guest Relations	\$8,258.39
81220-5950-600	Handicap Expense	\$6,538.00
81250-5950-100	Irrigation	\$5,810.07

System: TRIAL BALANCE SUMMARY FOR 2022

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The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance
	81340-5950-100	Repair & Maint - Paths	\$251.43
	81350-5950-100	Repair & Maint - Equipment	\$22,689.26
	81350-5950-220	Repair & Maint - Equipment	\$3,768.02
	81350-5950-900	Repair & Maint - Equipment	\$2,751.11
	81360-5950-100	Repair & Maint - Building	\$1,253.49
	81360-5950-900	Repair & Maint - Building	\$6,078.89
	82000-5950-200	Cart Lease	\$85,770.00
	82020-5950-100	Equipment Lease	\$71,400.00
	82060-5950-900	Off-Site Storage	\$2,060.00
	83000-5950-100	Utilities - Electric	\$2,927.49
	83000-5950-200	Utilities - Electric	\$6,589.30
	83020-5950-100	Utilities - Other	\$18,525.05
	83020-5950-900	Utilities - Other	\$21,221.69
	83030-5950-900	Utilities - Telephone/Fax	\$2,023.21

83050-5950-100	Utilities - Water	\$2,224.87
84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$18,900.81
84110-5950-950	Adv/Promo - Website	\$5,000.00
85020-5950-900	Bank Charges	\$3,109.95
85050-5950-900	Cash Short/(Over)	(\$39.37)
85060-5950-900	Cell Phone	\$2,350.00
85070-5950-900	City Surcharge R & R	\$35,663.61
85120-5950-900	Credit Card Discounts	\$46,912.62
85140-5950-900	Donations	(\$60.00)
85150-5950-900	Dues & Subscriptions	\$2,639.49
85160-5950-100	Education & Training	\$835.00
85190-5950-100	Employee Relations	\$679.30
85190-5950-900	Employee Relations	\$6,431.46
85200-5950-100	Employee Testing	\$147.47
85280-5950-900	Insurance Expense	\$78,390.18
85320-5950-900	Member Relations	(\$3,775.88)
85340-5950-900	Miscellaneous	\$8.23
85390-5950-900	O/S - Accounting	\$15,500.00
85430-5950-100	O/S - Other	\$3,000.00
85480-5950-900	Payroll Processing Fee	\$4,483.36
85490-5950-900	Postage/Shipping	\$1,806.78
85610-5950-900	Tax/Licenses/Fees	(\$155.01)
85710-5950-900	Travel - Meals	\$245.97
85720-5950-900	Travel - Other	\$10,778.91
89020-5950-900	Employee Meals	\$25.00
90000-5950-900	Management Fee	\$63,873.85
98020-5950-900	Deprec - Mach & Equip	\$231.20
98040-5950-900	Deprec - Buildings	\$724.10
R002A-5950-100	Rounds - Annual	11,913.00
R003A-5950-100	Rounds - Group	14,702.00
R005A-5950-100	Rounds - Green Fee - Hotel	44
R006A-5950-100	Rounds - Green Fee - Junior	1,765.00
R007A-5950-100	Rounds - Green Fee - League	15,019.00
R010A-5950-100	Rounds - Green Fee - Non-Resident	7,252.00
R011A-5950-100	Rounds - Green Fee - Non-Revenue	690
R012A-5950-100	Rounds - Green Fee - Outing	8,978.00
R014A-5950-100	Rounds - Resident	52,946.00
R015A-5950-100	Rounds - Green Fee - Senior	21,455.00
R016A-5950-100	Rounds - Green Fee - Staff	4,468.00
R017A-5950-100	Rounds - Green Fee - Trade	3,147.00
R018A-5950-100	Rounds - Green Fee - Twilight	31
R019A-5950-100	Rounds - Green Fee - Wholesale	409
RCMWD-5950-100	Rounds - Complimentary - Weekda	15,846.00
REMWD-5950-100	Rounds - Employee - Weekday	21,589.00
RMBWD-5950-100	Rounds - Member - Weekday	80,170.00
RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00
Accounts	Beginning Balance	Debit	Credit
Grand Tota		174	\$0.00
			\$881,585.22

8/1/2023		8/31/2023 Sorted By:		Account	
Posting, Unit		Print Currency In: Functional (Z-US\$)			
Debit	Credit	Net Change		Ending Balance	
\$150,470.90	\$216,495.08	(\$66,024.18)		\$281,340.57	
\$105,000.00	\$62,724.51	\$42,275.49		\$74,650.21	
\$0.00	\$0.00	\$0.00		\$850.00	
\$0.00	\$0.00	\$0.00		\$500.00	
\$181,430.26	\$10,490.93	\$170,939.33		\$172,520.05	
\$20,144.14	\$20,811.47	(\$667.33)		\$98,927.01	
\$0.00	\$8,497.24	(\$8,497.24)		\$29,295.12	
\$0.00	\$462.00	(\$462.00)		\$9,193.70	
\$0.00	\$0.00	\$0.00		\$5,550.40	
\$0.00	\$0.00	\$0.00		\$30,597.54	
\$0.00	\$23.12	(\$23.12)		(\$4,971.26)	
\$0.00	\$72.41	(\$72.41)		(\$27,194.22)	
\$84,927.78	\$93,974.90	(\$9,047.12)		(\$71,522.11)	
\$16,522.11	\$16,485.48	\$36.63		(\$123,843.79)	
\$1,600.00	\$2,504.70	(\$904.70)		(\$2,504.70)	
\$39,289.28	\$42,889.32	(\$3,600.04)		(\$54,391.47)	
\$2,022.00	\$2.00	\$2,020.00		\$0.00	
\$9,880.38	\$18,547.06	(\$8,666.68)		(\$18,547.06)	
\$2,553.89	\$2,553.89	\$0.00		\$0.00	
\$2,511.62	\$1,083.76	\$1,427.86		(\$7,166.81)	
\$0.00	\$13,011.72	(\$13,011.72)		(\$25,760.78)	
\$2,624.03	\$33,676.78	(\$31,052.75)		(\$36,300.90)	33676.78 (\$2,624.12)
\$3,019.44	\$40,691.71	(\$37,672.27)		(\$43,711.11)	40691.71 (\$3,019.40)
\$1,272.05	\$962.34	\$309.71		(\$34,828.40)	
\$1,202.95	\$1,483.14	(\$280.19)		(\$10,862.46)	
\$8,759.79	\$92,220.37	(\$83,460.58)		(\$94,530.57)	88499.24 (\$6,031.33)
\$0.00	\$0.00	\$0.00		(\$199.13)	
\$0.00	\$5,643.47	(\$5,643.47)		(\$61,258.04)	
\$13.96	\$13.96	\$0.00		\$0.00	
\$0.00	\$4,801.91	(\$4,801.91)		(\$102,776.32)	
\$0.00	\$808.19	(\$808.19)		(\$5,055.79)	
\$0.00	\$0.00	\$0.00		(\$50.74)	
\$0.00	\$196.98	(\$196.98)		(\$2,599.05)	
\$2,553.89	\$5,107.77	(\$2,553.88)		(\$38,895.17)	
\$0.00	\$273.00	(\$273.00)		(\$78,125.63)	
\$0.00	\$9,123.68	(\$9,123.68)		(\$129,641.78)	
\$0.00	\$0.00	\$0.00		(\$74,644.47)	
\$4,492.45	\$25,566.13	(\$21,073.68)		(\$346,920.10)	
\$0.00	\$17,523.01	(\$17,523.01)		(\$258,157.61)	

\$0.00	\$0.00	\$0.00	(\$1.00)
\$0.00	\$0.00	\$0.00	(\$108.06)
\$0.00	\$0.00	\$0.00	(\$58.90)
\$5.49	\$0.00	\$5.49	(\$4,818.58)
\$0.00	\$32,473.06	(\$32,473.06)	(\$496,084.80)
\$1,984.69	\$7,023.35	(\$5,038.66)	(\$76,106.17)
\$0.00	\$237.00	(\$237.00)	(\$5,526.00)
\$0.00	\$840.00	(\$840.00)	(\$17,122.50)
\$0.00	\$623.39	(\$623.39)	(\$8,361.05)
\$0.00	\$27,611.03	(\$27,611.03)	(\$264,560.27)
\$0.00	\$4,383.83	(\$4,383.83)	(\$64,297.57)
\$0.00	\$2,553.89	(\$2,553.89)	(\$38,217.50)
\$19,763.18	\$0.00	\$19,763.18	\$189,175.57
\$17,845.10	\$6,191.16	\$11,653.94	\$121,289.71

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Credit	Net Change	Ending Balance	Debit
\$6,373.83	\$1,961.55	\$4,412.28	\$39,222.56
\$20,371.89	\$6,982.79	\$13,389.10	\$138,587.88
\$0.00	\$0.00	\$0.00	\$21,430.44
\$33,355.71	\$10,665.59	\$22,690.12	\$241,017.81
\$19,733.78	\$7,306.31	\$12,427.47	\$132,404.50
\$8,154.86	\$3,196.94	\$4,957.92	\$61,414.04
\$94.93	\$22.37	\$72.56	\$625.57
\$286.29	\$171.57	\$114.72	\$7,007.82
\$3,791.69	\$1,289.54	\$2,502.15	\$26,812.19
\$1,536.24	\$558.84	\$977.40	\$10,473.34
\$1,178.52	\$394.61	\$783.91	\$7,973.49
\$1,425.04	\$535.89	\$889.15	\$9,181.80
\$21.91	\$13.12	\$8.79	\$2,183.87
\$23.20	\$0.00	\$23.20	\$698.03
\$141.55	\$0.00	\$141.55	\$1,065.61
\$7.19	\$0.00	\$7.19	\$370.80
\$0.84	\$0.00	\$0.84	\$115.09
\$0.00	\$0.00	\$0.00	\$57.38
\$858.20	\$0.00	\$858.20	\$6,990.70
\$333.35	\$0.00	\$333.35	\$2,556.11
\$245.94	\$0.00	\$245.94	\$1,954.37
\$334.76	\$0.00	\$334.76	\$2,707.01
\$0.00	\$0.00	\$0.00	\$440.82
\$8,390.85	\$5,847.69	\$2,543.16	\$24,323.55
\$517.34	\$513.82	\$3.52	(\$134.25)
\$2,811.07	\$1,521.67	\$1,289.40	\$7,662.58
\$5,317.91	\$3,078.75	\$2,239.16	\$29,833.84
\$17.90	\$14.31	\$3.59	\$369.33
\$0.00	\$0.00	\$0.00	\$700.54
\$199.00	\$0.00	\$199.00	\$7,269.32

\$1,994.81	\$0.00	\$1,994.81	\$8,583.08
\$7,918.30	\$2,540.00	\$5,378.30	\$56,158.32
\$618.93	\$0.00	\$618.93	\$2,390.20
\$3,094.20	\$0.00	\$3,094.20	\$18,411.25
\$0.00	\$0.00	\$0.00	\$1,497.17
\$3,082.21	\$0.00	\$3,082.21	\$36,251.06
\$1,595.96	\$0.00	\$1,595.96	\$7,253.95
\$875.73	\$0.00	\$875.73	\$6,565.90
\$50.89	\$0.00	\$50.89	\$1,555.20
\$0.00	\$0.00	\$0.00	\$138.46
\$1,079.45	\$15.98	\$1,063.47	\$7,353.27
\$0.00	\$0.00	\$0.00	\$1,090.00
\$0.00	\$0.00	\$0.00	\$15.50
\$3,250.00	\$0.00	\$3,250.00	\$9,042.14
\$0.00	\$0.00	\$0.00	\$1,175.82
\$0.00	\$207.00	(\$207.00)	\$1,776.31
\$2,051.37	\$0.00	\$2,051.37	\$13,386.91
\$0.00	\$0.00	\$0.00	\$7,010.00
\$0.00	\$0.00	\$0.00	\$492.93
\$0.00	\$0.00	\$0.00	\$875.42
\$73.99	\$0.00	\$73.99	\$4,111.92
\$0.00	\$0.00	\$0.00	\$3,717.30
\$764.61	\$689.00	\$75.61	\$1,566.78
\$142.00	\$0.00	\$142.00	\$1,746.46
\$282.95	\$0.00	\$282.95	\$1,928.13
\$819.50	\$0.00	\$819.50	\$6,641.16
\$912.50	\$0.00	\$912.50	\$7,768.40
\$0.00	\$0.00	\$0.00	\$8,258.39
\$0.00	\$0.00	\$0.00	\$6,538.00
\$175.00	\$0.00	\$175.00	\$5,985.07

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Credit	Net Change	Ending Balance	Debit
\$0.00	\$0.00	\$0.00	\$251.43
\$4,004.81	\$28.05	\$3,976.76	\$26,666.02
\$0.00	\$0.00	\$0.00	\$3,768.02
\$150.00	\$0.00	\$150.00	\$2,901.11
\$0.00	\$0.00	\$0.00	\$1,253.49
\$1,951.68	\$0.00	\$1,951.68	\$8,030.57
\$8,577.00	\$0.00	\$8,577.00	\$94,347.00
\$7,140.00	\$0.00	\$7,140.00	\$78,540.00
\$206.00	\$0.00	\$206.00	\$2,266.00
\$358.37	\$0.00	\$358.37	\$3,285.86
\$636.54	\$0.00	\$636.54	\$7,225.84
\$970.25	\$0.00	\$970.25	\$19,495.30
\$2,797.25	\$0.00	\$2,797.25	\$24,018.94
\$197.99	\$0.00	\$197.99	\$2,221.20

\$204.36	\$0.00	\$204.36	\$2,429.23
\$1,294.11	\$0.00	\$1,294.11	\$20,194.92
\$0.00	\$0.00	\$0.00	\$5,000.00
\$237.82	\$0.00	\$237.82	\$3,347.77
\$750.85	\$808.69	(\$57.84)	(\$97.21)
\$190.00	\$0.00	\$190.00	\$2,540.00
\$2,553.89	\$0.00	\$2,553.89	\$38,217.50
\$3,931.71	\$0.00	\$3,931.71	\$50,844.33
\$0.00	\$686.00	(\$686.00)	(\$746.00)
\$0.00	\$0.00	\$0.00	\$2,639.49
\$0.00	\$0.00	\$0.00	\$835.00
\$0.00	\$0.00	\$0.00	\$679.30
\$432.94	\$0.00	\$432.94	\$6,864.40
\$0.00	\$0.00	\$0.00	\$147.47
\$10,897.24	\$1,600.00	\$9,297.24	\$87,687.42
\$0.00	\$212.50	(\$212.50)	(\$3,988.38)
\$0.00	\$0.00	\$0.00	\$8.23
\$0.00	\$0.00	\$0.00	\$15,500.00
\$2,850.00	\$0.00	\$2,850.00	\$5,850.00
\$459.84	\$0.00	\$459.84	\$4,943.20
\$96.91	\$33.90	\$63.01	\$1,869.79
\$0.00	\$30.00	(\$30.00)	(\$185.01)
\$0.00	\$0.00	\$0.00	\$245.97
\$4.56	\$0.00	\$4.56	\$10,783.47
\$0.00	\$0.00	\$0.00	\$25.00
\$6,400.00	\$0.00	\$6,400.00	\$70,273.85
\$23.12	\$0.00	\$23.12	\$254.32
\$72.41	\$0.00	\$72.41	\$796.51
336	0	336	12,249.00
294	0	294	14,996.00
0	0	0	44
40	0	40	1,805.00
19	0	19	15,038.00
327	0	327	7,579.00
54	0	54	744
1	0	1	8,979.00
1,345.00	0	1,345.00	54,291.00
640	0	640	22,095.00
132	0	132	4,600.00
72	0	72	3,219.00
0	0	0	31
3	0	3	412
0	0	0	15,846.00
0	0	0	21,589.00
0	0	0	80,170.00
0	0	0	450,023.00

Credit	Net Change	Ending Balance	Debit	
	0	0	0	5,071.00
Net Change	Ending Balance			
\$881,585.22		\$0.00	\$0.00	

ref	holder_typ	holder_nam	member_n	player_type	total	deposit	owing	last_30
X340-IQYL	Customers	Bill Ferguson		Cypress and	-\$5,779.83	0	-5779.83	-5779.83
TYWA-O00	Customers	Gary Brideau		Cypress and	-\$5,779.83	0	-5779.83	-5779.83
CAD8-2E0F	Customers	James Wescoat		Cypress and	-\$5,779.83	0	-5779.83	-5779.83
NY8B-89II	Customers	Jack Nedorostek		Cypress and	-\$5,778.84	0	-5778.84	-5778.84
LSMW-SF7C	Customers	Tim Mga Hill		Cypress and	-\$4,328.56	0	-4328.56	-4328.56
3XQO-UCK	Customers	Bob Aguzzi		Cypress and	-\$4,328.56	0	-4328.56	-4328.56
WS4E-B8G	Customers	Norm Fry		Cypress and	-\$4,328.56	0	-4328.56	-4328.56
CB4P-DGXL	Customers	Richard Nass		Cypress and	-\$4,328.56	0	-4328.56	-4328.56
81A8-IOV3	Customers	Randall Bodkin		Cypress and	-\$4,328.56	0	-4328.56	-4328.56
V9L2-HJ4W	Customers	Bill Bonnell		Legacy and	-\$4,184.64	0	-4184.64	-4184.64
O8NY-OTPV	Customers	James Salyers		Legacy and	-\$4,184.64	0	-4184.64	-4184.64
ZL2N-WZO	Customers	Ron Sanders		Legacy and	-\$4,184.64	0	-4184.64	-4184.64
O2QL-ANPJ	Customers	Leonard Olszewski		Legacy and	-\$4,184.64	0	-4184.64	-4184.64
RBEG-A2HX	Customers	Tom Champion		Legacy and	-\$4,184.64	0	-4184.64	-4184.64
1LTW-SF3J	Customers	Joe Alosky		Legacy and	-\$4,184.64	0	-4184.64	-4184.64
BVSC-WU1I	Customers	Kate Smith		Legacy and	-\$3,530.37	0	-3530.37	-3530.37
4OHD-MJB	Customers	Charles Thibodeau		Legacy and	-\$3,530.37	0	-3530.37	-3530.37
9TEY-JMRT	Customers	William Rieger		Legacy and	-\$3,530.37	0	-3530.37	-3530.37
0KJG-36LA	Customers	Richard Lee		Legacy and	-\$3,530.37	0	-3530.37	-3530.37
A9KS-VB4H	Customers	Kj "Ken" Johnson		Legacy and	-\$3,530.37	0	-3530.37	-3530.37
XFCP-EL58	Customers	Ken Tracy		Legacy and	-\$3,530.37	0	-3530.37	-3530.37
UX0R-IE14	Customers	Bill Schell		Legacy and	-\$3,486.37	0	-3486.37	-3486.37
1VDQ-FEM	Customers	Doug "Roy" Vaughn		Legacy Only	-\$2,790.65	0	-2790.65	-2790.65
E5QW-K7PI	Customers	George Schroeter		Legacy and	-\$2,790.65	0	-2790.65	-2790.65
ZC1U-X4SD	Customers	Jim Mga Walsh		Cypress On	-\$2,479.26	0	-2479.26	-2479.26
H43G-U23C	Customers	Dick Lindeke		Cypress On	-\$2,479.26	0	-2479.26	-2479.26
Z9FJ-I41H	Customers	Rick Ryan		Cypress On	-\$2,479.26	0	-2479.26	-2479.26
J3DI-5OAU	Customers	Thomas Lee		Cypress On	-\$2,479.26	0	-2479.26	-2479.26
LOIY-XIF2	Customers	Bruce Mcknight		Cypress On	-\$2,479.26	0	-2479.26	-2479.26
T2D6-7K5U	Customers	Keith Saunders		Cypress On	-\$2,479.26	0	-2479.26	-2479.26
BFLF-Y9IF	Customers	Mike Bagnato		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
CMM9-1SB	Customers	Bob Hoebing		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
WGR1-HFH	Customers	Guy Favicchio		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
7GIB-AM9E	Customers	Barb Benedict		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
7QD3-B06C	Customers	Aldo Marino		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
GDXI-YHB7	Customers	Gary Howard		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
5IJT-CRAC	Customers	Gene Boggs		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
13OW-CG0	Customers	Don Miller		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
93DV-1BSG	Customers	Norm Prather		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
9PFN-JTCC	Customers	Jean McMahon		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
273K-YX4W	Customers	Carole Colby		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
O7A9-S3UX	Customers	Tony Delmonte		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
TB3U-ZAGV	Customers	Gene Borloglou		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
296T-MPFF	Customers	Nino Dipilato		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
XQYR-J8SX	Customers	Judy Henchar		Trail Only	-\$1,849.31	0	-1849.31	-1849.31
GT27-06QI	Customers	Lynn Rill		Trail Only	-\$1,849.31	0	-1849.31	-1849.31

9K4L-R4BP Customers\ Dan Ritchie	Trail Only	-\$1,849.31	0	-1849.31	-1849.31
PCOW-4I3RCustomers\ Ronald Perry	Trail Only	-\$1,849.31	0	-1849.31	-1849.31
6WHM-J67 Customers\ Bill Schieder	Trail Only	-\$1,849.31	0	-1849.31	-1849.31
PN0B-Q3IHCcustomers\ Betsy Speidel	Trail Only	-\$1,849.31	0	-1849.31	-1849.31
S5QW-09K\Customers\ Tony Simunac	Trail Only	-\$1,849.31	0	-1849.31	-1849.31
JTE1-5I9M Customers\ Jeff Trout	Trail Only	-\$1,849.31	0	-1849.31	-1849.31
XKOI-1BE6 Customers\ Jane Taylor	Trail Only	-\$1,842.72	0	-1842.72	-1842.72
6C5I-UISR Customers\ Joe Sheehan	Trail Only	-\$1,723.31	0	-1723.31	-1723.31
KKYE-TP4F Customers\ John Reppert	Legacy Only	-\$1,681.06	0	-1681.06	-1681.06
G2MI-HYIV Customers\ Mark Grose	Legacy Only	-\$1,681.06	0	-1681.06	-1681.06
VGX1-POM Customers\ Judy Engel	Legacy Only	-\$1,681.06	0	-1681.06	-1681.06
9R74-V0CCCustomers\ Dotty Newcomer	Legacy Only	-\$1,661.06	0	-1661.06	-1661.06
4J9W-JDG6Customers\ Brian Goymour	Non Reside	-\$1,109.59	0	-1109.59	-1109.59
X559-CLXR Customers\ Steve Lind	Trail Only	-\$1,109.59	0	-1109.59	-1109.59
L3UA-HIYS Customers\ Tim Sweet	Trail Only	-\$1,109.59	0	-1109.59	-1109.59
2Q3F-3VQECustomers\ Jeff Vaughn	Trail Only	-\$1,109.59	0	-1109.59	-1109.59
RKKI-ML3HCcustomers\ Kevin Walters	Port Orange	-\$1,109.59	0	-1109.59	-1109.59
DX6E-4N4DCustomers\ Mark Carter	Trail Only	-\$1,022.59	0	-1022.59	-1022.59
	LS	-\$172,520.05			

[illegible]

[illegible]

adjustment made

GL -\$165,058.33

 -\$7,461.72 dr 11160 cr 32020

August 2023 Inventory Final

System ID	Custom SKI Item	Remaining	Total Cost	Avg. Cost	Sale Price	Margin
#####	4074 30th Anniv - Ahead T-Shirt	3	\$44.61	\$14.87	\$26.95	44.82%
#####	3218 Ahead Hats	6	\$82.44	\$13.74	\$22.50	38.93%
#####	3220 Ahead Palmer Sun Hats	10	\$198.70	\$19.87	\$39.00	49.05%
#####	4269 Arnold Palmer Snacks	18	\$55.44	\$3.08	\$4.00	23%
#####	4134 Asics Gel Glide Shoes	3	\$203.73	\$67.91	\$119.00	42.93%
#####	3372 Bagtag	8	\$40.00	\$5.00	\$15.00	66.67%
#####	3323 Ball Marker	1	\$1.39	\$1.39	\$2.82	50.71%
#####	1613 Bridgestone Tour B Sleeve	29	\$278.01	\$9.59	\$15.00	36.09%
#####	4159 Bushnell Ion Elite Watch	2	\$263.53	\$131.77	\$199.99	34.11%
#####	4128 Bushnell Wingman	2	\$257.64	\$128.82	\$200.00	35.59%
#####	4113 Callaway Ladies 1/2 Zip	2	\$81.04	\$40.52	\$79.00	48.71%
#####	3523 Callaway Beanie/Headband	11	\$185.57	\$16.87	\$29.90	43.58%
#####	3906 Callaway Cap \$37	44	\$912.70	\$20.74	\$37.00	43.94%
#####	3858 Callaway Chrome Soft Sleeve	129	\$1,151.25	\$8.92	\$14.99	40.46%
#####	4208 Callaway Coronado V2 Shoes	10	\$612.64	\$61.26	\$110.00	44.31%
#####	3997 Callaway Divot Tool	5	\$50.00	\$10.00	\$15.50	35.48%
#####	3736 Callaway ERC Sleeve	62	\$431.77	\$6.96	\$12.00	41.97%
#####	4037 Callaway Fairway Stand Bag	4	\$660.20	\$165.05	\$279.00	40.84%
#####	3891 Callaway Hightail Hat	9	\$156.69	\$17.41	\$29.99	41.95%
#####	4158 Callaway HI Zero Stand Bag	3	\$516.60	\$172.20	\$249.00	30.84%
#####	4103 Callaway Jaws Raw Wedge	11	\$1,349.70	\$122.70	\$179.00	31.45%
#####	4009 Callaway Ladies Polo	1	\$34.04	\$34.04	\$59.00	42.31%
#####	3687 Callaway Matte Jar Ball	48	\$82.56	\$1.72	\$3.76	54.26%
#####	4016 Callaway Mens 1/2 Zip	2	\$88.94	\$44.47	\$89.90	50.53%
#####	4123 Callaway Mens Solid Polo	1	\$32.41	\$32.41	\$59.00	45.07%
#####	3901 Callaway Org14 Cart Bag	5	\$958.62	\$191.72	\$279.00	31.28%
#####	4285 Callaway Paradym Driver	2	\$829.39	\$414.70	\$599.90	30.87%
#####	4283 Callaway Paradym FM	8	\$1,919.84	\$239.98	\$349.90	31.41%
#####	4245 Callaway Paradym FM - DEMO	10	\$2,039.60	\$203.96	\$349.90	41.71%
#####	4284 Callaway Paradym Hybrid	3	\$618.24	\$206.08	\$299.90	31.28%
#####	4246 Callaway Paradym Hybrid - DEI	5	\$889.70	\$177.94	\$299.00	40.49%
#####	4286 Callaway Paradym Irons 5-AW	1	\$977.91	\$977.91	\$1,399.90	30.14%
#####	4012 Callaway Rain Gloves	53	\$763.73	\$14.41	\$28.90	50.14%
#####	4207 Callaway Solana Trx V2 Shoes	2	\$127.04	\$63.52	\$109.90	42.20%
#####	3336 Callaway Supersoft Sleeve	189	\$864.45	\$4.57	\$8.00	42.83%
#####	4047 Callaway Tour Glove	148	\$2,264.40	\$15.30	\$27.50	44.36%
#####	4168 Callaway Tri Hot Putter	2	\$548.48	\$274.24	\$399.00	31.27%
#####	4244 Callaway Valuables Pouch	42	\$791.70	\$18.85	\$34.90	45.99%
#####	Callaway Warbird Dozen	3	\$44.10	\$14.70	\$21.60	31.94%
#####	3885 Callaway Weather Spann Glove	272	\$2,123.34	\$7.81	\$16.90	53.81%
#####	3508 Candy	55	\$51.70	\$0.94	\$1.88	50%
#####	4148 Cleveland CBX Zipcore Graphit	4	\$426.20	\$106.55	\$159.99	33.40%
#####	4145 Cleveland CBX Zipcore Graphit	1	\$72.48	\$72.48	\$159.00	54.42%
#####	4138 Cleveland CBX Zipcore Wedge	3	\$305.25	\$101.75	\$149.00	31.71%
#####	4146 Cleveland CBX Zipcore Wedge	1	\$68.14	\$68.14	\$149.00	54.27%

#####	4147 Cleveland Smartsole Wedge	3	\$260.91	\$86.97	\$129.00	32.58%
#####	4144 Cleveland Smartsole Wedge - L	1	\$59.33	\$59.33	\$129.00	54.01%
#####	4174 CB Clique Polo	1	\$16.56	\$16.56	\$32.90	49.67%
#####	4191 CB Clique Sweatshirt	1	\$19.80	\$19.80	\$42.90	53.85%
#####	4070 Devant Towel	28	\$455.28	\$16.26	\$28.00	41.93%
#####	3876 Cypress Head Divot Tool Blade	15	\$116.25	\$7.75	\$15.50	50%
#####	4307 FJ Cap	11	\$170.39	\$15.49	\$32.00	51.59%
#####	4125 FJ Flex Shoes	11	\$625.68	\$56.88	\$99.00	42.55%
#####	4242 FJ Fuel Shoes	12	\$878.04	\$73.17	\$129.90	43.67%
#####	4276 FJ Hyperflex Carbon Shoes	3	\$355.14	\$118.38	\$199.00	40.51%
#####	4096 FJ Mens Socks	36	\$188.64	\$5.24	\$10.00	47.60%
#####	4180 FJ Outer \$120	4	\$230.84	\$57.71	\$119.90	51.87%
#####	4182 FJ Outer \$90	2	\$86.42	\$43.21	\$89.90	51.94%
#####	4211 FJ Polo	26	\$1,059.21	\$40.74	\$80.00	49.08%
#####	4181 FJ Stasof Glove	115	\$1,548.57	\$13.47	\$26.50	49.19%
#####	4308 FJ Sunsleeves	7	\$109.55	\$15.65	\$30.00	47.83%
#####	3935 FJ Traditions Shoes - Ladies	10	\$623.00	\$62.30	\$119.99	48.08%
#####	4241 FJ Traditions Shoes - Mens	2	\$157.86	\$78.93	\$139.90	43.58%
#####	1109 FJ Weathersof Glove	156	\$1,059.84	\$6.79	\$14.99	54.68%
#####	3266 Gatorade	136	\$102.00	\$0.75	\$2.82	73.40%
#####	3897 Bridgestone Ladies Glove	8	\$41.60	\$5.20	\$12.00	56.67%
#####	3629 Callaway Opti Flex Glove	17	\$161.67	\$9.51	\$16.95	43.89%
#####	4011 Callaway Junior Glove	19	\$133.19	\$7.01	\$13.95	49.75%
#####	1092 Ahead Hatclips	5	\$26.65	\$5.33	\$8.99	40.71%
#####	4195 Imperial Beanie	34	\$382.16	\$11.24	\$22.90	50.92%
#####	4194 Imperial Bucket Hat	1	\$15.97	\$15.97	\$31.90	49.94%
#####	4193 Imperial Cap	9	\$110.25	\$12.25	\$24.90	50.80%
#####	4170 License Plate	11	\$88.22	\$8.02	\$15.90	49.56%
#####	4081 Logo Ball	295	\$398.25	\$1.35	\$2.82	52.13%
#####	4166 Nexbelt \$59	19	\$581.88	\$30.63	\$59.00	48.09%
#####	4167 Nexbelt \$99	1	\$50.69	\$50.69	\$99.00	48.80%
#####	4040 OGIO Fuse 4 Stand Bag	1	\$147.60	\$147.60	\$229.00	35.55%
#####	4157 OGIO Woode Cart Bag	2	\$344.72	\$172.36	\$279.00	38.22%
#####	2117 Poker Chip	179	\$161.10	\$0.90	\$3.00	70%
#####	4306 Protein Bars 1st And 10th Tee	60	\$91.92	\$1.53	\$2.82	45.67%
#####	4222 Pukka Cap	81	\$1,370.37	\$16.92	\$30.00	43.61%
#####	3487 Snacks	53	\$23.50	\$0.44	\$1.88	76.41%
#####	3899 FJ Ladies Roll Top Socks	14	\$67.62	\$4.83	\$8.99	46.27%
#####	3267 Soda/Arnold Palmer	203	\$97.09	\$0.48	\$1.88	74.56%
#####	4142 Srixon All Weather Glove	82	\$468.22	\$5.71	\$11.00	48.09%
#####	4143 Srixon Cabretta Glove	85	\$740.35	\$8.71	\$17.00	48.76%
#####	4136 Srixon Q-Star Sleeve	157	\$848.23	\$5.40	\$8.00	32.47%
#####	3831 Srixon Soft Feel Sleeve	159	\$601.53	\$3.78	\$6.50	41.80%
#####	4135 Srixon Z-Star Sleeve	106	\$802.50	\$7.57	\$12.00	36.91%
#####	4232 Srixon ZX Iron Set - 7 Piece	1	\$793.61	\$793.61	\$1,199.90	33.86%
#####	4229 Sun Mountain C-130 Bag	1	\$185.08	\$185.08	\$299.90	38.29%
#####	4188 Sun Mountain Rain Jacket	10	\$501.42	\$50.14	\$99.00	49.35%

#####	4187 Sun Mountain Rain Pants	3	\$110.35	\$36.78	\$74.90	50.89%
#####	4253 Surface 1.5 Oz Lotion	38	\$134.52	\$3.54	\$6.90	48.70%
#####	4310 Surface 3 Oz Lotion	13	\$72.54	\$5.58	\$9.90	43.64%
#####	4311 Surface 6 Oz Spray	24	\$218.88	\$9.12	\$16.00	43%
#####	4252 Surface Face Stick	20	\$127.76	\$6.39	\$12.00	46.77%
#####	4254 Surface Lip Balm	85	\$175.10	\$2.06	\$3.90	47.18%
#####	4209 TaylorMade TP5 Sleeve	273	\$2,402.64	\$8.80	\$15.00	41.33%
#####	4268 TaylorMade Cart Lite Bag	2	\$380.02	\$190.01	\$290.00	34.48%
#####	4260 TaylorMade Crossover Bag	1	\$214.86	\$214.86	\$299.90	28.36%
#####	4272 TaylorMade Crossover Bag - DI	2	\$260.00	\$130.00	\$279.90	53.55%
#####	4296 TaylorMade MG3 Wedge	2	\$260.54	\$130.27	\$179.90	27.59%
#####	4259 TaylorMade MG3 Wedge - DEMO	3	\$281.25	\$93.75	\$179.90	47.89%
#####	4289 TaylorMade Stealth Driver - DE	4	\$1,135.44	\$283.86	\$600.00	52.69%
#####	4299 TaylorMade Stealth FM	2	\$495.45	\$247.73	\$349.90	29.20%
#####	4300 TaylorMade Stealth Hybrid	1	\$204.59	\$204.59	\$279.90	26.91%
#####	4293 TaylorMade Stealth Hybrid - DI	3	\$390.45	\$130.15	\$279.90	53.50%
#####	4290 TaylorMade Stealth+ Driver - D	1	\$324.78	\$324.78	\$629.90	48.44%
#####	4292 TaylorMade Stealth+ FM - DEMO	1	\$233.28	\$233.28	\$450.00	48.16%
#####	4313 TaylorMade Stealth+ Hybrid	1	\$203.29	\$203.29	\$299.90	32.21%
#####	4294 TaylorMade Stealth+ Hybrid - I	1	\$156.78	\$156.78	\$299.90	47.72%
#####	4287 TaylorMade Tour Staff Bag	1	\$492.00	\$492.00	\$599.90	17.99%
#####	2242 Bag Tees - 15	347	\$124.92	\$0.36	\$0.94	61.70%
#####	4150 Tempercraft 20 Oz Tumbler	7	\$112.00	\$16.00	\$32.00	50%
#####	4149 Tempercraft 22 Oz Bottle	6	\$105.00	\$17.50	\$35.00	50%
#####	4117 Tifosi Sunglasses	37	\$498.08	\$13.46	\$26.99	50.12%
#####	3693 Titleist AVX Sleeve	40	\$416.16	\$10.40	\$16.00	34.98%
#####	4255 Titleist Backpack	2	\$169.98	\$84.99	\$139.90	39.25%
#####	4236 Titleist Cap - \$32	15	\$231.12	\$15.41	\$32.00	51.85%
#####	1599 Titleist Cap - \$37	80	\$1,392.15	\$17.40	\$37.00	52.97%
#####	1050 Titleist Pro V1 Sleeve	179	\$1,845.38	\$10.31	\$16.00	35.57%
#####	4266 Titleist Stand Bag	2	\$305.42	\$152.71	\$225.00	32.13%
#####	1051 Titleist Tour Soft Sleeve	171	\$1,181.97	\$6.91	\$11.00	37.16%
#####	4178 Titleist Tour Speed Sleeve	146	\$1,136.20	\$7.78	\$12.00	35.15%
#####	1823 Titleist Trufeel Sleeve	110	\$534.46	\$4.86	\$8.00	39.27%
#####	4265 Titleist TSR Driver	3	\$1,230.95	\$410.32	\$599.00	31.50%
#####	4249 Titleist TSR Driver-DEMO	2	\$495.94	\$247.97	\$599.00	58.60%
#####	4217 Titleist TSR Fairway	2	\$486.72	\$243.36	\$349.00	30.27%
#####	4250 Titleist TSR Fairway-DEMO	2	\$298.94	\$149.47	\$349.00	57.17%
#####	4251 Titleist TSR Hybrid - DEMO	2	\$266.56	\$133.28	\$299.00	55.42%
#####	4213 Titleist Vokey Wedge	6	\$769.95	\$128.33	\$179.00	28.31%
#####	4288 TaylorMade Stealth Irons 5-AV	1	\$470.44	\$470.44	\$1,100.00	57.23%
#####	4270 TaylorMade Stealth Irons 5-AV	1	\$440.01	\$440.01	\$999.90	55.99%
#####	4224 US Kids Driver - Demo	8	\$287.92	\$35.99	\$79.90	54.96%
#####	4196 US Kids UI48 5-Club Set	1	\$195.64	\$195.64	\$289.90	32.51%
#####	4197 US Kids UI51 7-Club Set	1	\$234.64	\$234.64	\$349.90	32.94%
#####	4219 Volvik 4 Ball Pack	2	\$28.24	\$14.12	\$20.90	32.44%
#####	4218 Volvik 6 Ball Pack	3	\$51.36	\$17.12	\$25.90	33.90%

#####	4221 Yatta Half Zip	2	\$63.74	\$31.87	\$59.90	46.79%
#####	3512 Zero Friction Tees	133	\$178.65	\$1.34	\$3.50	61.62%
#####	4171 Zeus Battery 2-Pack	3	\$25.29	\$8.43	\$15.00	43.80%
#####	4177 Pinnacle - 15 Ball Pack	47	\$702.18	\$14.94	\$22.00	32.09%
#####	4323 TaylorMade Spider GTX Putter	1	\$193.77	\$193.77	\$350.00	44.64%
#####	Sun Mountain Sync Bag	2	\$325.54	\$162.77	\$275.00	40.81%
#####	Pukka Visor	22	\$361.68	\$16.44	\$32.00	48.63%
#####	Titleist Cap - \$40	14	\$270.80	\$19.34	\$40.00	51.64%
#####	Bug Bracelet	38	\$21.28	\$0.56	\$1.88	70.21%
#####	Cosmo Tees - 5	750	\$420.00	\$0.56	\$1.88	70.21%
#####	Callaway Jaws Raw Wedge - Df	6	\$661.08	\$110.18	\$179.00	38.45%
#####	Callaway Mens Fashion Polo	1	\$40.27	\$40.27	\$69.00	41.64%
#####	4318 Callaway Paradym Driver - DEN	5	\$1,774.45	\$354.89	\$599.00	40.75%
#####	4347 CB Mens Solid Pique	5	\$96.35	\$19.27	\$45.00	57.18%
#####	Frogger Brush	3	\$36.60	\$12.20	\$20.00	39%
#####	4343 IBKUL \$95	53	\$2,681.10	\$50.59	\$95.00	46.75%
#####	4345 IBKUL Skort \$85	6	\$281.22	\$46.87	\$85.00	44.86%
#####	4350 Imperial Visor	36	\$435.96	\$12.11	\$25.00	51.56%
#####	4348 Saltwater Born UPF50 Sunshirt	49	\$1,214.51	\$24.79	\$48.00	48.36%
#####	Scales Cart Bag	1	\$384.68	\$384.68	\$600.00	35.89%
#####	2485 Scotty Cameron Super Select P	2	\$636.00	\$318.00	\$450.00	29.33%
#####	4334 TaylorMade Hydroblast Putter	2	\$253.04	\$126.52	\$210.00	39.75%
#####	4324 TaylorMade Spider GTX Putter	1	\$193.74	\$193.74	\$350.00	44.65%
#####	4267 Titleist Cart 14 Bag	2	\$302.48	\$151.24	\$250.00	39.50%
#####	Titleist Tour Bag 1992	1	\$332.55	\$332.55	\$625.00	46.79%
#####	3636 Titleist Velocity Sleeve	61	\$352.85	\$5.78	\$9.00	35.73%
#####	3698 Callaway Umbrella	11	\$446.38	\$40.58	\$60.00	32.37%
#####	Scales Polo - \$77	69	\$2,775.70	\$40.23	\$77.00	47.76%
#####	Cypress Water	6315	\$3,031.20	\$0.48	\$1.88	74.47%
#####	Zero Friction SUPERTUBE	63	\$725.55	\$11.52	\$18.00	36.02%
#####	Callaway Shorts	5	\$186.75	\$37.35	\$69.00	45.87%
#####	IBKUL - \$85	4	\$187.16	\$46.79	\$85.00	44.95%
#####	TaylorMade Flex Tech Lite Bag	2	\$367.16	\$183.58	\$270.00	32.01%
#####	Bushnell V6 Patriot	3	\$610.41	\$203.47	\$299.00	31.95%
#####	Bushnell V6 Shift	1	\$263.32	\$263.32	\$400.00	34.17%
#####	TaylorMade Stripe Sleeve	206	\$1,561.48	\$7.58	\$12.00	36.83%
#####	Callaway Big Bertha Driver	1	\$350.64	\$350.64	\$499.00	29.73%
#####	Mizuno LW-C Cart Bag	1	\$144.50	\$144.50	\$239.00	39.54%
#####	Mizuno 6-Way Stand Bag	2	\$352.00	\$176.00	\$279.00	36.92%
#####	Mizuno Lightweight Stand Bag	2	\$334.00	\$167.00	\$269.00	37.92%
#####	Mizuno BR-D2 Carry Bag	1	\$113.00	\$113.00	\$189.00	40.21%
#####	Mizuno Cap	11	\$153.89	\$13.99	\$30.00	53.37%
#####	Mizuno Tour Staff Bag	1	\$270.00	\$270.00	\$599.00	54.92%
#####	Mizuno JPX923 Hot Metal Iron	1	\$780.08	\$780.08	\$1,099.00	29.02%
#####	Mizuno JPX923 Forged Irons 4-	1	\$932.28	\$932.28	\$1,299.00	28.23%
#####	Bushnell PRO X3	1	\$375.66	\$375.66	\$599.00	37.29%
#####	Mizuno S23 Wedge	4	\$318.92	\$79.73	\$159.00	49.86%

#####	Mizuno ST 230 Driver	1	\$256.53	\$256.53	\$499.00	48.59%
#####	Mizuno M Craft Putter	4	\$619.57	\$154.89	\$349.00	55.62%
#####	Callaway Big Bertha Driver - DE	3	\$867.08	\$289.03	\$499.00	42.08%
#####	Callaway Big Bertha FM - DEMI	3	\$524.77	\$174.92	\$299.00	41.50%
#####	Callaway Big Bertha Hybrid - D	4	\$620.74	\$155.19	\$259.00	40.08%
#####	Bushnell Wingman MINI	10	\$653.70	\$65.37	\$99.00	33.97%
#####	FJ Originals Shoes	2	\$116.32	\$58.16	\$99.00	41.25%
#####	Pins & Aces Putter Cover	5	\$77.55	\$15.51	\$45.00	65.53%
#####	ACA Silver Sponsor	1	\$0.00	\$0.00	\$5,000.00	100%
#####	ACA Bronze Sponsor	14	\$0.00	\$0.00	\$2,500.00	100%
#####	MSC Luncheon Sponsor	1	\$0.00	\$0.00	\$600.00	100%
#####	ACA Hole in One Sponsor	1	\$0.00	\$0.00	\$1,000.00	100%
#####	ACA Scorecard Sponsor	3	\$0.00	\$0.00	\$500.00	100%
#####	ACA Hole Sponsor	33	\$0.00	\$0.00	\$100.00	100%
#####	ACA Foursome Entry	25	\$0.00	\$0.00	\$400.00	100%
#####	ACA Individual Entry	16	\$0.00	\$0.00	\$100.00	100%
#####	ACA Platinum Sponsor	1	\$0.00	\$0.00	\$10,000.00	100%
#####	ACA Gold Sponsor	1	\$0.00	\$0.00	\$7,500.00	100%
#####	Callaway Monterey SL Shoes	11	\$701.88	\$63.81	\$110.00	41.99%
#####	ACA Foursome Entry Test	2	\$0.00	\$0.00	\$1.00	100%
#####	Pins & Aces Polo	22	\$569.69	\$25.90	\$69.00	62.47%
#####	FJ ProSL Sport Shoes	4	\$280.49	\$70.12	\$120.00	41.56%
#####	Spruce Creek BB Title Sponsor	1	\$0.00	\$0.00	\$2,000.00	100%
#####	Spruce Creek BB Golf Cart Sign	2	\$0.00	\$0.00	\$450.00	100%
#####	Spruce Creek BB Scorecard Spon	2	\$0.00	\$0.00	\$300.00	100%
#####	Spruce Creek BB Beverage Cart	1	\$0.00	\$0.00	\$300.00	100%
#####	Spruce Creek BB Luncheon Spon	2	\$0.00	\$0.00	\$550.00	100%
#####	Spruce Creek BB Hole Sign Spo	36	\$0.00	\$0.00	\$100.00	100%
#####	Spruce Creek BB Team (4) Regi	29	\$0.00	\$0.00	\$300.00	100%
#####	Spruce Creek BB Individual Reg	8	\$0.00	\$0.00	\$85.00	100%
#####	Pins & Aces Cap \$29	15	\$239.97	\$16.00	\$29.00	44.83%
#####	Pins & Aces Towel	5	\$73.10	\$14.62	\$29.00	49.59%
#####	Pins & Aces Joggers	3	\$137.99	\$46.00	\$89.00	48.32%
#####	Blaine O'Neal Foursome Entry	25	\$0.00	\$0.00	\$400.00	100%
#####	Blaine O'Neal Memorial Indiv	8	\$0.00	\$0.00	\$100.00	100%
#####	Blaine O'Neal Memorial Lunch	2	\$0.00	\$0.00	\$1,000.00	100%
#####	Blaine O'Neal Memorial Preser	1	\$0.00	\$0.00	\$2,500.00	100%
#####	Blaine O'Neal Memorial Scorec	2	\$0.00	\$0.00	\$250.00	100%
#####	Blaine O'Neal Memorial Eagle	5	\$0.00	\$0.00	\$600.00	100%
#####	Blaine O'Neal Memorial Golf C	2	\$0.00	\$0.00	\$500.00	100%
#####	Blaine O'Neal Memorial Bonus	1	\$0.00	\$0.00	\$500.00	100%
#####	Blaine O'Neal Memorial Birdie	15	\$0.00	\$0.00	\$450.00	100%
#####	Blaine O'Neal Memorial Bever	2	\$0.00	\$0.00	\$250.00	100%
#####	Blaine O'Neal Memorial Hole S	18	\$0.00	\$0.00	\$250.00	100%
#####	Blaine O'Neal Memorial Drivin	3	\$0.00	\$0.00	\$250.00	100%
#####	Blaine O'Neal Memorial Break	1	\$0.00	\$0.00	\$200.00	100%
#####	Blaine O'Neal Memorial Hole S	36	\$0.00	\$0.00	\$75.00	100%

#####	NFL Cart Bag	2	\$294.00	\$147.00	\$219.00	32.88%
#####	MSC Individual Entry	32	\$0.00	\$0.00	\$100.00	100%
#####	MSC Golf Cart Sign Sponsor	2	\$0.00	\$0.00	\$1,000.00	100%
#####	MSC Scorecard Sponsor	2	\$0.00	\$0.00	\$500.00	100%
#####	MSC Skills Challenge Sponsor	2	\$0.00	\$0.00	\$200.00	100%
#####	MSC Hole Sign Sponsor	99	\$0.00	\$0.00	\$100.00	100%
#####	Mizuno JPX923 Hot Metal 4 irc	1	\$117.03	\$117.03	\$117.03	0%
#####	MSC Foursome Entry	21	\$0.00	\$0.00	\$400.00	100%
#####	Omicron-Omicron Individual E	16	\$0.00	\$0.00	\$85.00	100%
#####	Omicron-Omicron Foursome E	30	\$0.00	\$0.00	\$300.00	100%
#####	Omicron-Omicron Game Day P	136	\$0.00	\$0.00	\$20.00	100%
#####	Omicron-Omicron Hole Sign S	72	\$0.00	\$0.00	\$100.00	100%
#####	Omicron-Omicron Sponsor Op	100	\$0.00	\$0.00	\$0.00	
#####	Omicron-Omicron Donation - \$	100	\$0.00	\$0.00	\$50.00	100%
#####	Omicron-Omicron Donation - \$	100	\$0.00	\$0.00	\$75.00	100%
#####	Srixon Q-Star TOUR Sleeve	44	\$242.00	\$5.50	\$9.00	38.89%
#####	Titleist T-350 Iron set 5-48W	1	\$962.33	\$962.33	\$1,400.00	31.26%
#####	Dorfman-Milano Hat	26	\$552.50	\$21.25	\$39.00	45.51%
#####	Titleist T-Series Iron set 4-PW	1	\$962.36	\$962.36	\$1,400.00	31.26%
#####	Titleist Pro V1 Performance Lir	12	\$138.24	\$11.52	\$17.00	32.24%
			\$98,927.01			

'13020 5950 900

The Golf Club at
Cypress Head
Pre - Paid Commercial Insurance
August 31, 2023

FY2022 Balance Forward	38908.94
October-22	-7675.12
November-22	-7675.12
December-22	-7675.12
Payment	14692.00
January-23	-7675.12
February-23	-7675.12
Payment	14692.00
March-23	-7675.12
April-23	-7675.12
May-23	-7675.12
June-23	-6891.98
2023-2024 Prop Down Pay	46289.60
July-23	-8497.24
August-23	-8497.24

Balance at Month End	\$29,295.12
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	Prop Ins	Kemper Emp Ins
September-23	-8497.24	
October-23	-8497.24	
November-23	-8497.24	
December-23	-3803.40	
January-24		
February-24		
March-24		
April-24		
May-24		
June-24		
	-29295.12	0.00 -29,295.12

Dr	Ins Exp	85280-5950-900
Cr	PPD Ins	13020-5950-900

2019-2020
Total Annual Premium Prop Ins \$48597.37
Total KSM \$7,067.00
2020-2021
Total Prem \$55,510.60
Total KSM \$8,238.18
2021-2022
Total Prem \$65397.99
Total KSM \$8,158.16
2022-23
Total Prem \$82,713.75
Estimated KSM \$9,055.56

'13020 5950 900

The Golf Club at
Cypress Head
Pre - Paid Commercial Insurance
August 31, 2023

Don't forget to accrue KSM in June!

Cypress Head Golf Club - City of Port Orange
Account 13040
Prepaid Expense - Other
8/31/2023

GL Balance 9,193.70

<u>Date</u>	<u>Description</u>	<u>Source</u>	<u>Amount</u>
9/30/2023	Crestwood - GP Maintenance		121.31
10/31/2023	Crestwood - GP Maintenance		121.31
11/30/2023	Crestwood - GP Maintenance		121.31
12/31/2023	Crestwood - GP Maintenance		121.31
1/31/2024	Crestwood - GP Maintenance		121.31
2/29/2024	Crestwood - GP Maintenance		121.31
3/31/2024	Crestwood - GP Maintenance		121.31
4/30/2024	Crestwood - GP Maintenance		121.31
5/31/2024	Crestwood - GP Maintenance		121.31
6/30/2024	Crestwood - GP Maintenance		121.31
7/31/2024	Crestwood - GP Maintenance		121.31
8/31/2024	Crestwood - GP Maintenance		121.31 81130-5950-900
9/30/2023	Guardian - Annual Monitoring Fees		142.00
10/31/2023	Guardian - Annual Monitoring Fees		142.00
11/30/2023	Guardian - Annual Monitoring Fees		142.00
12/31/2023	Guardian - Annual Monitoring Fees		142.00
1/31/2024	Guardian - Annual Monitoring Fees		142.00
2/29/2024	Guardian - Annual Monitoring Fees		142.00
3/31/2024	Guardian - Annual Monitoring Fees		142.00
4/30/2024	Guardian - Annual Monitoring Fees		34.50
5/31/2024	Guardian - Annual Monitoring Fees		34.50
6/30/2024	Guardian - Annual Monitoring Fees		34.50
7/31/2024	Guardian - Annual Monitoring Fees		34.48 81010-5950-900
9/1/2023	All Aboard Storage - Records Storage		206.00 82060-5950-900
9/1/2023	Kempersports - Management Fee		6,400.00 90000-5950-900

Total	<u>9,193.70</u>
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Variance	<u><u>0.00</u></u>
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The Golf Club at Cypress Head

Payables Management

Ranges: Vendor ID: First - Last User-Defined 1 First - Last

Class ID: First - Last Posting Date: First - 8/31/2023 Payment Priority: First - Last Document Number

Vendor Name: First - Last

Exclude: Zero Balance Print Option: SUMMARY Sorted By: Vendor ID

Aged By: Document Document Date Aging Date: 8/31/2023

Print Currency In: Functional (Z-US\$)

Vendor ID: ADV02 Name: ADVANCED PRI Class ID: DEFAULT User-Defined

Due Current Per 31 - 60 Days 61 - 90 Days 91 and Over

Voucher(s): 1 Aged Totals: \$167.52 \$167.52 \$0.00 \$0.00

Vendor ID: ALE02 Name: ALEXA SPRING Class ID: DEFAULT User-Defined

Due Current Per 31 - 60 Days 61 - 90 Days 91 and Over

Voucher(s): 1 Aged Totals: \$1,658.60 \$1,658.60 \$0.00 \$0.00

Vendor ID: AMA01 Name: AMAZON CAPI Class ID: DEFAULT User-Defined

Due Current Per 31 - 60 Days 61 - 90 Days 91 and Over

Voucher(s): 5 Aged Totals: \$855.10 \$571.39 \$283.71 \$0.00

Vendor ID: ATL04 Name: ATLANTIC COM Class ID: DEFAULT User-Defined

Due Current Per 31 - 60 Days 61 - 90 Days 91 and Over

Voucher(s): 1 Aged Totals: \$352.20 \$352.20 \$0.00 \$0.00

Vendor ID: BEA01 Name: BEARD EQUIPM Class ID: DEFAULT User-Defined

Due Current Per 31 - 60 Days 61 - 90 Days 91 and Over

Voucher(s): 3 Aged Totals: \$974.86 \$974.86 \$0.00 \$0.00

Vendor ID: BOU02 Name: BOULEVARD TI Class ID: DEFAULT User-Defined

Due Current Per 31 - 60 Days 61 - 90 Days 91 and Over

Voucher(s): 1 Aged Totals: \$201.99 \$201.99 \$0.00 \$0.00

Vendor ID: BRI01 Name: BRIDGESTONE Class ID: DEFAULT User-Defined

Due Current Per 31 - 60 Days 61 - 90 Days 91 and Over

Voucher(s): 1 Aged Totals: (\$124.64) (\$124.64) \$0.00 \$0.00

Vendor ID: BRO02 Name: BRONSONS TUI Class ID: DEFAULT User-Defined

Due Current Per 31 - 60 Days 61 - 90 Days 91 and Over

Voucher(s): 1 Aged Totals: \$353.00 \$353.00 \$0.00 \$0.00

Vendor ID: BUL01 Name: BULLOCH FERT Class ID: DEFAULT User-Defined

Due Current Per 31 - 60 Days 61 - 90 Days 91 and Over

Voucher(s): 1 Aged Totals: \$644.43 \$644.43 \$0.00 \$0.00

Vendor ID: CAL01 Name: CALLAWAY GOI Class ID: MERCH User-Defined

Due Current Per 31 - 60 Days 61 - 90 Days 91 and Over

Voucher(s): 13 Aged Totals: \$5,474.31 \$0.00 \$0.00 \$1,384.66

Vendor ID: CIT02 Name: CITY OF PORT C Class ID: UTILITIES User-Defined

Due Current Per 31 - 60 Days 61 - 90 Days 91 and Over

Voucher(s): 1 Aged Totals: \$270.22 \$270.22 \$0.00 \$0.00

Vendor ID: CIT03 Name: CITY OF PORT C Class ID: UTILITIES User-Defined

Due Current Per 31 - 60 Days 61 - 90 Days 91 and Over

Voucher(s): 1 Aged Totals: \$45.53 \$45.53 \$0.00 \$0.00

Vendor ID: CIT04 Name: CITY OF PORT C Class ID: UTILITIES User-Defined

Due Current Per 31 - 60 Days 61 - 90 Days 91 and Over

Voucher(s):	1	Aged Totals:	\$120.48	\$120.48	\$0.00	\$0.00
Vendor ID: CIT05	Name:	CITY OF PORT C	Class ID:	UTILITIES	User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1	Aged Totals:	\$614.87	\$614.87	\$0.00	\$0.00
Vendor ID: CIT06	Name:	CITY OF PORT C	Class ID:	UTILITIES	User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1	Aged Totals:	\$38.35	\$38.35	\$0.00	\$0.00
Vendor ID: CIT07	Name:	CITY OF PORT C	Class ID:	UTILITIES	User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1	Aged Totals:	\$2,553.89	\$2,553.89	\$0.00	\$0.00
System:	HISTORICAL	9/12/2023	12:10:32 PM	Page:	2	User Date:
The Golf Club at Cypress Head						
Vendor ID: CLE01	Name:	CLEVELAND GC	Class ID:	MERCH	User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	10	Aged Totals:	\$10,814.40	\$4,009.40	\$0.00	\$0.00
Vendor ID: CUT01	Name:	CUTTER & BUC	Class ID:		User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1	Aged Totals:	\$243.73	\$243.73	\$0.00	\$0.00
Vendor ID: DAR01	Name:	DARREN BACHI	Class ID:		User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1	Aged Totals:	\$756.69	\$756.69	\$0.00	\$0.00
Vendor ID: DON03	Name:	DON NASH	Class ID:	EMPLOYEES	User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1	Aged Totals:	\$149.14	\$149.14	\$0.00	\$0.00
Vendor ID: DOR01	Name:	DORFMAN MIL	Class ID:	DEFAULT	User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1	Aged Totals:	\$637.37	\$637.37	\$0.00	\$0.00
Vendor ID: EAS01	Name:	EASY PICKER GI	Class ID:	DEFAULT	User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	2	Aged Totals:	\$1,519.66	\$1,519.66	\$0.00	\$0.00
Vendor ID: EZG01	Name:	EZ GO TEXTROI	Class ID:	DEFAULT	User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1	Aged Totals:	\$282.95	\$282.95	\$0.00	\$0.00
Vendor ID: GEN02	Name:	GENTRY OIL, LL	Class ID:		User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	4	Aged Totals:	\$3,094.20	\$3,094.20	\$0.00	\$0.00
Vendor ID: GOL16	Name:	GOLF VENTURE	Class ID:	DEFAULT	User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1	Aged Totals:	\$1,278.50	\$1,278.50	\$0.00	\$0.00
Vendor ID: GOL20	Name:	GOLF AGRONO	Class ID:	DEFAULT	User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	2	Aged Totals:	\$2,051.37	\$2,051.37	\$0.00	\$0.00
Vendor ID: HIR01	Name:	HIRERIGHT	Class ID:	DEFAULT	User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1	Aged Totals:	\$31.10	\$31.10	\$0.00	\$0.00
Vendor ID: HOW01	Name:	HOWARD FERT	Class ID:	DEFAULT	User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		

Voucher(s):	1 Aged Totals:	\$2,407.60	\$2,407.60	\$0.00	\$0.00
Vendor ID: JEF01	Name:	JEFF DAYTON	Class ID:	EMPLOYEES	User-Defined
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	2 Aged Totals:	\$195.61	\$195.61	\$0.00	\$0.00
Vendor ID: KEM01	Name:	KEMPERSPORT	Class ID:	DEFAULT	User-Defined
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	3 Aged Totals:	\$5,194.62	\$5,194.62	\$0.00	\$0.00
Vendor ID: KLO01	Name:	KLONE LAB	Class ID:	DEFAULT	User-Defined
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	2 Aged Totals:	\$1,276.19	\$0.00	\$1,276.19	\$0.00
Vendor ID: NUG01	Name:	NU-GREEN BY (	Class ID:		User-Defined
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1 Aged Totals:	\$2,850.00	\$2,850.00	\$0.00	\$0.00
Vendor ID: PET02	Name:	PETTY CASH	Class ID:	DEFAULT	User-Defined
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1 Aged Totals:	\$282.15	\$282.15	\$0.00	\$0.00
Vendor ID: PRE01	Name:	PRECISION SM/	Class ID:	DEFAULT	User-Defined
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	2 Aged Totals:	\$604.93	\$604.93	\$0.00	\$0.00
Vendor ID: PRO01	Name:	PRO PLUS PROI	Class ID:	DEFAULT	User-Defined
System: HISTORICAL	9/12/2023	12:10:32 PM	Page:	3	User Date:
The Golf Club at Cypress Head					
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1 Aged Totals:	\$5,640.50	\$5,640.50	\$0.00	\$0.00
Vendor ID: SCN01	Name:	SCNS INC.	Class ID:	DEFAULT	User-Defined
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1 Aged Totals:	\$58.40	\$58.40	\$0.00	\$0.00
Vendor ID: SOU08	Name:	SOUTH DAYTOI	Class ID:	DEFAULT	User-Defined
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	3 Aged Totals:	\$567.13	\$567.13	\$0.00	\$0.00
Vendor ID: SPA02	Name:	SPARKLING SOI	Class ID:	DEFAULT	User-Defined
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1 Aged Totals:	\$689.54	\$689.54	\$0.00	\$0.00
Vendor ID: SUR02	Name:	SURFACE PROC	Class ID:	DEFAULT	User-Defined
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1 Aged Totals:	\$298.44	\$298.44	\$0.00	\$0.00
Vendor ID: TAR01	Name:	TARGET SPECIA	Class ID:		User-Defined
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	5 Aged Totals:	(\$1,093.20)	(\$1,093.20)	\$0.00	\$0.00
Vendor ID: TAY01	Name:	TAYLORMADE	Class ID:	MERCH-PREF	User-Defined
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	7 Aged Totals:	\$5,938.66	\$3,795.97	\$0.00	\$0.00
Vendor ID: TIT01	Name:	TITLEIST	Class ID:	MERCH-PREF	User-Defined
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	19 Aged Totals:	\$9,080.64	\$8,948.44	\$0.00	\$0.00
Vendor ID: TRI04	Name:	TRIMAX MOWI	Class ID:	DEFAULT	User-Defined
Due	Current Per 31 - 60 Days	61 - 90 Days	91 and Over		

Voucher(s):	3	Aged Totals:	\$548.90	\$548.90	\$0.00	\$0.00
Vendor ID: TSY01	Name:	TSYS CAYAN LLC	Class ID:	DEFAULT	User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	1	Aged Totals:	\$188.60	\$188.60	\$0.00	\$0.00
Vendor ID: ULT01	Name:	THE ULTIMATE	Class ID:	DEFAULT	User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	2	Aged Totals:	\$917.08	\$459.84	\$457.24	\$0.00
Vendor ID: WAL01	Name:	WALL AUTOMC	Class ID:		User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	3	Aged Totals:	\$553.24	\$553.24	\$0.00	\$0.00
Vendor ID: WES01	Name:	WESCO TURF II	Class ID:		User-Defined	
Due	Current	Per 31 - 60 Days	61 - 90 Days	91 and Over		
Voucher(s):	3	Aged Totals:	\$263.26	\$263.26	\$0.00	\$0.00
Vendors	Due	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
Vendor Tot	47	\$71,522.11	\$54,950.77	\$2,017.14	\$1,384.66	\$13,169.54

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9/12/2023 User ID: ssnider

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The Golf Club at Cypress Head
Due to From City
30040-5950-900
August 31, 2023

Item	Date	Amount	Total	Not Paid To City Yet	City GL #
Balance forward:	9/30/2022	-\$122,829.88			
Cart Fleet	10/31/2022	(8,577.00)			
Cart Fleet	11/30/2022	(8,577.00)			
Cart Fleet	12/31/2022	(8,577.00)			
Cart Fleet	1/31/2023	(8,577.00)			
Cart Fleet	2/28/2023	(8,577.00)			
Cart Fleet	3/31/2023	(8,577.00)			
Cart Fleet	4/30/2023	(8,577.00)			
Cart Fleet	5/31/2023	(8,577.00)			
Cart Fleet	6/30/2023	(8,577.00)			
Cart Fleet	7/31/2023	(8,577.00)			
Cart Fleet	8/31/2023	(8,577.00)	(94,347.00)	(8,577.00)	450-5300-579.44-13 Rentals & Leases / Fleet Financing
Maint Fleet	10/31/2022	(7,140.00)			
Maint Fleet	11/30/2022	(7,140.00)			
Maint Fleet	12/31/2022	(7,140.00)			
Maint Fleet	1/31/2023	(7,140.00)			
Maint Fleet	2/28/2023	(7,140.00)			
Maint Fleet	3/31/2023	(7,140.00)			
Maint Fleet	4/30/2023	(7,140.00)			
Maint Fleet	5/31/2023	(7,140.00)			
Maint Fleet	6/30/2023	(7,140.00)			
Maint Fleet	7/31/2023	(7,140.00)			
Maint Fleet	8/31/2023	(7,140.00)	(78,540.00)	(7,140.00)	450-5300-579.44-13 Rentals & Leases / Fleet Financing
Phone - City/Suncom	10/31/2022	(405.06)			
Phone - City/Suncom	11/30/2022	(195.67)			
Phone - City/Suncom	12/31/2022	(196.31)			
Phone - City/Suncom	1/31/2023	(196.31)			
Phone - City/Suncom	2/28/2023	(197.35)			
Phone - City/Suncom	3/31/2023	(196.87)			
Phone - City/Suncom	4/30/2023	(196.87)			
Phone - City/Suncom	5/31/2023	(195.99)			
Phone - City/Suncom	6/30/2023	(196.39)			
Phone - City/Suncom	7/31/2023	(196.39)			
Phone - City/Suncom	8/31/2023	(197.99)	(2,371.20)	(197.99)	450-5300-579.34-00 Other Culture Recreation / Communication Services
Brighthouse - Internet	11/30/2022	(245.93)			
Brighthouse - Internet	12/31/2022	(245.93)			
Brighthouse - Internet	1/31/2023	(245.93)			
Brighthouse - Internet	2/28/2023	(245.93)			
Brighthouse - Internet	3/31/2023	(266.13)			
Brighthouse - Internet	4/30/2023				
Brighthouse - Internet	5/31/2023				
Brighthouse - Internet	6/30/2023	(382.19)			

Brighthouse - Internet	7/31/2023	(608.72)		
Brighthouse - Internet	8/31/2023	(304.36)	(2,545.12)	
Range Servant	2/10/2023	(207.00)	(207.00)	
Transfer to City	10/31/2022	15,162.04		
Transfer to City	11/30/2022	15,919.53		
Transfer to City	12/31/2022	16,158.60		
Transfer to City	1/31/2023	16,159.24		
Transfer to City	2/28/2023	16,405.17		
Transfer to City	3/31/2023	16,121.35		
Transfer to City	4/25/2023	16,425.93		
Transfer to City	5/30/2023	15,913.87		
Transfer to City	6/30/2023	15,912.99		
Transfer to City	7/31/2023	16,295.58		
Transfer to City	8/30/2023	16,522.11		
Running Balance		<u><u>-\$123,843.79</u></u>	<u><u>-\$178,010.32</u></u>	<u><u>-\$16,219.35</u></u>

(304.36) 450-5300-579.34-00 Other Culture Recreation / Communication Services

Course GL

82000-5950-200

82020-5950-100

83030-5950-900

83020-5950-900

Cypress Head Golf Club - City of Port Orange

31000-5950-900

Accrued Expenses

8/31/2023

GL Balance

2,504.70

Date	Description	Source	Amount
6/30/2023	KSM EPL Insurance		800.00
7/31/2023	KSM EPL Insurance		800.00
8/31/2023	KSM EPL Insurance		800.00
8/31/2023	Inventory Expense		80.74
8/31/2023	Office Expense		23.96
Total			2,504.70
Variance			0.00

Accrued Payroll Entry August 2023

Accrued Pa 31020-5950-900		\$29,639.85
AGP - Regu 70000-5950-100	\$5,098.60	
AGP - Regu 70000-5950-600	\$1,615.38	
AGP - Lessc 70000-5950-600	\$324.00	
AGP - Regu 70000-5950-900	\$5,750.54	
AGP - Lessc 70000-5950-900	\$76.50	
AGP - Regu 70010-5950-100	\$9,527.34	
AGP - Overl 70010-5950-100	\$512.59	
AGP - Regu 70010-5950-200	\$5,995.53	
AGP - Regu 70010-5950-600	\$2,006.24	
AGP - Lessc 70010-5950-600	\$64.00	
AGP - Regu 70010-5950-900	\$52.03	
FICA/MEDI 71000-5950-100	\$726.33	
FICA/MEDI 71000-5950-100	\$390.04	
FICA/MEDI 71000-5950-200	\$458.63	
FICA/MEDI 71000-5950-600	\$147.38	
FICA/MEDI 71000-5950-600	\$139.12	
FICA/MEDI 71000-5950-900	\$3.98	
FICA/MEDI 71000-5950-900	\$398.89	
FUTA 71010-5950-100	\$5.64	
STATE UNE 71010-5950-100	\$2.62	
FUTA 71010-5950-200	\$32.10	
STATE UNE 71010-5950-200	\$14.99	
FUTA 71010-5950-600	\$1.67	
STATE UNE 71010-5950-600	\$0.78	
FUTA 71010-5950-900	\$0.32	
STATE UNE 71010-5950-900	\$0.15	
VISION 71030-5950-100		\$13.65
401K 71030-5950-100		\$43.17
401K 71030-5950-100		\$1,291.31
DENTAL 71030-5950-100		\$103.63
LTD 71030-5950-100		\$2.45
LTD 71030-5950-100		\$4.31
LIFE 71030-5950-100		\$36.86
LIFE 71030-5950-100		\$18.23
MEDICAL 71030-5950-100		\$328.04
HSA 71030-5950-100		\$100.00
401K 71030-5950-200		\$253.46
VISION 71030-5950-600		\$2.52
VISION 71030-5950-600		\$2.52
401K 71030-5950-600		\$45.20
401K 71030-5950-600		\$174.54
DENTAL 71030-5950-600		\$14.04
DENTAL 71030-5950-600		\$14.04
MEDICAL 71030-5950-600		\$127.27
MEDICAL 71030-5950-600		\$104.31

VISION	71030-5950-900	\$8.61
401K	71030-5950-900	\$405.80
DENTAL	71030-5950-900	\$65.22
LTD	71030-5950-900	\$2.92
LIFE	71030-5950-900	\$4.36
MEDICAL	71030-5950-900	\$539.08
CANDG	70010-5950-100	\$410.13
CANDG	70010-5950-100	\$109.42
CANDG	70010-5950-100	\$503.07
CANDG	70010-5950-100	\$211.47
CANDG	70010-5950-100	\$299.00
CANDG	70010-5950-100	\$254.75
CANDG	70010-5950-100	\$464.50
CANDG	70010-5950-100	\$458.85
CANDG	70010-5950-100	\$368.00
CART	70010-5950-200	\$204.97
CART	70010-5950-200	\$61.97
CART	70010-5950-200	\$153.45
CART	70010-5950-200	\$217.62
CART	70010-5950-200	\$137.50
CART	70010-5950-200	\$172.60
CART	70010-5950-200	\$80.48
CART	70010-5950-200	\$218.35
CART	70010-5950-200	\$220.92
CART	70010-5950-200	\$162.07
CART	70010-5950-200	\$70.58
CART	70010-5950-200	\$46.75
CART	70010-5950-200	\$79.75
CART	70010-5950-200	\$261.20
CART	70010-5950-200	\$127.60
PROSHP	70010-5950-600	\$283.50
PROSHP	70010-5950-600	\$178.53
PROSHP	70010-5950-600	\$152.60
PROSHP	70010-5950-600	\$78.43
PROSHP	70010-5950-600	\$87.60
Course Grc	70000-5950-100	\$2,549.30
Pro Shop	70000-5950-600	\$807.69
G&A	70000-5950-900	\$2,875.27
CANDG	71000-5950-100	\$31.38
CANDG	71000-5950-100	\$8.37
CANDG	71000-5950-100	\$38.48
CANDG	71000-5950-100	\$16.18
CANDG	71000-5950-100	\$22.87
CANDG	71000-5950-100	\$19.49
CANDG	71000-5950-100	\$35.53
CANDG	71000-5950-100	\$35.10
CANDG	71000-5950-100	\$28.15

CART	71000-5950-200	\$15.68	
CART	71000-5950-200	\$4.74	
CART	71000-5950-200	\$11.74	
CART	71000-5950-200	\$16.65	
CART	71000-5950-200	\$10.52	
CART	71000-5950-200	\$13.20	
CART	71000-5950-200	\$6.16	
CART	71000-5950-200	\$16.70	
CART	71000-5950-200	\$16.90	
CART	71000-5950-200	\$12.40	
CART	71000-5950-200	\$5.40	
CART	71000-5950-200	\$3.58	
CART	71000-5950-200	\$6.10	
CART	71000-5950-200	\$19.98	
CART	71000-5950-200	\$9.76	
PROSHP	71000-5950-600	\$21.69	
PROSHP	71000-5950-600	\$13.66	
PROSHP	71000-5950-600	\$11.67	
PROSHP	71000-5950-600	\$6.00	
PROSHP	71000-5950-600	\$6.70	
Course Grc	71000-5950-100	\$195.02	
Pro Shop	71000-5950-600	\$61.79	
G&A	71000-5950-900	\$219.96	
Accrued Pa	31020-5950-900		\$29,639.85
Accrued pa	31020-5950-900		\$13,249.47
	FY2022 PTO		<u>\$11,502.15</u>
	Total Accrual		<u><u>\$54,391.47</u></u>

PTO Accrual Current Balances

NOT Employment Status Code: T AND Accrual: Vacation

Company	Org Level 3 Code	Employee Number	Name (Last Suffix)	Accrual	Earned	Taken
The Club at Cypress	EAST	813223	Bache, Darren	Vacation	61.6000	46.9200
The Club at Cypress	EAST	801571	Cardell, Harold	Vacation	86.1760	0.0000
The Club at Cypress	EAST	112843	Duquette, Rob	Vacation	123.4000	40.0000
The Club at Cypress	EAST	813545	Gould, Andrew	Vacation	62.0747	37.0000
The Club at Cypress	EAST	101405	Hunter, Regina	Vacation	123.0400	56.0000
The Club at Cypress	EAST	103872	Pickavance II,	Vacation	67.8088	0.0000
The Club at Cypress	EAST	804365	Poley Jr., Jack	Vacation	65.2182	25.5000
The Club at Cypress	EAST	812739	Quintrell, Dyla	Vacation	54.4259	39.0000
The Club at Cypress	EAST	103893	Shaffer, Mark	Vacation	124.5388	48.0000
The Club at Cypress	EAST	115366	Snider, Ricky L	Vacation	55.4254	51.0000
The Club at Cypress	EAST	103886	Snider, Susan	Vacation	123.0400	72.0000
The Club at Cypress	EAST	819878	Stiver, Shawn	Vacation	49.7047	47.0000
			Nash, Jon			
			Overall	Overall	873.0524	422.4200

Oct 6, 2022

Available Balance	Last Accrued	Accrued Through	Hourly Pay Rate	2022	2021	Adjustment	
14.6800	0.0385	09/23/2022	44.8607	658.5555	22.2450	636.3105	70000-5950-100
86.1760	0.0577	09/23/2022	18.8718	1,626.2944	883.7308	742.5636	70000-5950-100
83.0400	0.0769	09/23/2022	33.4200	2,775.1968	1,178.4094	1,596.7874	70000-5950-900
25.0747	0.0385	09/23/2022	20.5000	514.0315	1,067.0447	-553.0132	70010-5950-100
67.0400	0.0769	09/23/2022	19.2773	1,292.3468	-543.0129	1,835.3597	70000-5950-950
67.8088	0.0577	09/23/2022	14.0000	949.3237	699.6149	249.7088	70010-5950-100
39.7182	0.0577	09/23/2022	13.5000	536.1956	0.0000	536.1956	70010-5950-100
15.4259	0.0385	09/23/2022	18.0000	277.6664	90.2325	187.4339	70010-5950-600
76.5388	0.0769	09/23/2022	18.0900	1,384.5865	1,259.5799	125.0066	70010-5950-100
4.4254	0.0385	09/23/2022	14.0000	61.9552	130.1541	-68.1989	70010-5950-100
51.0400	0.0769	09/23/2022	27.2500	1,390.8400	1,138.0769	252.7631	70000-5950-900
2.7047	0.0385	09/23/2022	13.0000	35.1605	0.0000	35.1605	70010-5950-100
				0.0000	386.0572	-386.0572	70010-5950-100
450.6324				#####	6,312.1325	5,190.0205	

2:48:45 PM

Issued Date	Issued Time	Code	Description	Issued By	Redeemer	Redeemed	Redeemed	Expire Date	Total Value
8/28/2023	11:17	QKNE-OLP1	For Tee-Tin	Dylan Quin	N\A	N\A	N\A	N\A	31.95
8/28/2023	11:16	MNP8-G05I	For Tee-Tin	Dylan Quin	N\A	N\A	N\A	N\A	22.96
8/28/2023	11:17	XK1L-710L	For Tee-Tin	Dylan Quin	N\A	N\A	N\A	N\A	31.95
8/27/2023	16:56	4YPU-VSRK	For Tee-Tin	Mike Dick	N\A	N\A	N\A	N\A	20.24
8/23/2023	9:46	8JV3-FDD1	For Tee-Tin	Ken Burgm	N\A	N\A	N\A	N\A	0.00
8/18/2023	14:42	11JD-TL2S	For Tee-Tin	Dylan Quin	N\A	N\A	N\A	N\A	32.99
8/18/2023	14:42	OHEL-60TM	For Tee-Tin	Dylan Quin	N\A	N\A	N\A	N\A	32.99
8/18/2023	15:40	13NV-GT1H	For Tee-Tin	Kevin Aylwi	N\A	N\A	N\A	N\A	16.50
8/18/2023	14:43	D12V-GH6J	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	16.50
8/18/2023	13:38	4E6N-0APV	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	32.99
8/18/2023	13:35	5VLB-E82M	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	32.99
8/16/2023	15:45	GBI5-VMBC	For Tee-Tin	Mike Dick	N\A	N\A	N\A	N\A	20.30
8/14/2023	14:25	LRUV-25BS	For Tee-Tin	Kevin Aylwi	N\A	N\A	N\A	N\A	12.31
8/14/2023	9:52	R6P7-0BRL	For Tee-Tin	Ken Burgm	N\A	N\A	N\A	N\A	45.92
8/4/2023	17:38	1FRV-0QFZ	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	19.21
8/4/2023	16:07	4Q8T-S7M	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	22.11
8/4/2023	16:48	FIJE-GU43	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	13.85
8/4/2023	16:50	KCBA-BLQ4	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	17.04
8/4/2023	16:50	4626-C2M6	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	31.95
8/4/2023	17:33	DHOR-26JP	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	13.85
8/4/2023	17:34	FWD7-ZVX	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	13.85
8/4/2023	17:18	8GOS-0NZ5	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	25.62
8/4/2023	17:19	BRBH-NJ7R	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	25.62
8/4/2023	17:19	Z9F4-6O7H	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	25.62
8/4/2023	17:38	9DQC-746L	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	19.21
7/29/2023	17:21	LJLC-EZYR	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	22.46
7/29/2023	17:11	ZJ0P-VNJ5	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	17.64
7/29/2023	17:10	860I-ZZ08	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	17.64
7/29/2023	17:10	OOVC-EDQ	For Tee-Tin	Bobby Gree	N\A	N\A	N\A	N\A	17.64
7/27/2023	13:38	IO4D-43OS	For Tee-Tin	Kevin Aylwi	N\A	N\A	N\A	N\A	19.00
7/27/2023	13:37	EJ4R-G8BZ	For Tee-Tin	Kevin Aylwi	N\A	N\A	N\A	N\A	19.00
7/27/2023	13:38	MI37-222X	For Tee-Tin	Kevin Aylwi	N\A	N\A	N\A	N\A	19.00
7/27/2023	14:28	EYSW-ZAOI	For Tee-Tin	Kevin Aylwi	N\A	N\A	N\A	N\A	25.62
7/27/2023	14:27	FXLC-P2IS	For Tee-Tin	Kevin Aylwi	N\A	N\A	N\A	N\A	25.62
7/27/2023	14:01	M44C-KPH	For Tee-Tin	Kevin Aylwi	N\A	N\A	N\A	N\A	20.30
7/27/2023	14:00	CSCK-L81U	For Tee-Tin	Kevin Aylwi	N\A	N\A	N\A	N\A	20.30
7/27/2023	14:00	2GZ0-NZMI	For Tee-Tin	Kevin Aylwi	N\A	N\A	N\A	N\A	20.30
7/27/2023	13:38	CYY0-1C3W	For Tee-Tin	Kevin Aylwi	N\A	N\A	N\A	N\A	19.00
7/25/2023	15:43	OEG3-Q6N	For Tee-Tin	Andrew Gi	N\A	N\A	N\A	N\A	16.00
7/25/2023	16:17	9XFW-4SQI	For Tee-Tin	Andrew Gi	N\A	N\A	N\A	N\A	26.45
7/25/2023	9:51	EXWW-IOM	For Tee-Tin	Jim Benoit	N\A	N\A	N\A	N\A	28.29
7/25/2023	9:52	1S37-YJ5D	For Tee-Tin	Jim Benoit	N\A	N\A	N\A	N\A	28.29
7/25/2023	16:17	NTAT-1U0X	For Tee-Tin	Andrew Gi	N\A	N\A	N\A	N\A	22.46
7/24/2023	14:06	QP54-IGUL	For Tee-Tin	Tammy Gra	N\A	N\A	N\A	N\A	18.47
7/24/2023	14:05	A6LE-EKOB	For Tee-Tin	Tammy Gra	N\A	N\A	N\A	N\A	15.29
7/23/2023	15:00	45VJ-OE1D	For Tee-Tin	Mike Dick	N\A	N\A	N\A	N\A	26.75
7/23/2023	15:00	5RWN-1YU	For Tee-Tin	Mike Dick	N\A	N\A	N\A	N\A	26.75

7/23/2023	15:00 MB85-LTYE	For Tee-Tin Mike Dick	N\A	N\A	N\A	N\A	26.75
7/23/2023	14:05 K57M-676V	For Tee-Tin Mike Dick	N\A	N\A	N\A	N\A	22.96
7/23/2023	14:11 BDO6-MGV	For Tee-Tin Mike Dick	N\A	N\A	N\A	N\A	20.30
7/23/2023	14:04 OIVC-QKKQ	For Tee-Tin Mike Dick	N\A	N\A	N\A	N\A	22.96
7/22/2023	16:51 ORGC-FETT	For Tee-Tin Bobby Gree	N\A	N\A	N\A	N\A	26.45
7/22/2023	16:51 TCHF-593C	For Tee-Tin Bobby Gree	N\A	N\A	N\A	N\A	26.45
7/18/2023	18:06 KPDD-XFQ7	For Tee-Tin Tammy Gra	N\A	N\A	N\A	N\A	8.52
7/18/2023	11:49 ZYHX-CIS3	For Tee-Tin Jim Benoit	N\A	N\A	N\A	N\A	22.96
7/16/2023	12:39 Q1T7-Q52S	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	28.29
7/16/2023	12:23 IBFD-SQCP	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	25.62
7/16/2023	11:50 28MA-X0F9	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	25.62
7/16/2023	11:49 4LKZ-XUWF	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	25.62
7/16/2023	12:52 L9XZ-I5E8	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	22.96
7/16/2023	13:20 85RX-5V7J	For Tee-Tin Mike Dick	N\A	N\A	N\A	N\A	45.92
7/16/2023	13:07 V0LG-82Wt	For Tee-Tin Mike Dick	N\A	N\A	N\A	N\A	25.62
7/16/2023	13:07 XARV-NW4	For Tee-Tin Mike Dick	N\A	N\A	N\A	N\A	25.62
7/16/2023	13:07 L5Z5-L8UJ	For Tee-Tin Mike Dick	N\A	N\A	N\A	N\A	25.62
7/16/2023	13:07 B1H0-AIB4	For Tee-Tin Mike Dick	N\A	N\A	N\A	N\A	22.96
7/16/2023	11:52 2N38-5YZA	For Tee-Tin Dylan Quin	N\A	N\A	N\A	N\A	25.62
7/16/2023	12:30 RF4W-NAY	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	22.96
7/16/2023	11:52 ZCGA-H7JR	For Tee-Tin Dylan Quin	N\A	N\A	N\A	N\A	25.62
7/16/2023	12:09 VJS2-UKDI	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	22.96
7/16/2023	12:10 RBFL-TUBH	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	22.96
7/16/2023	12:29 Q8U5-X143	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	22.96
7/16/2023	12:29 TAZP-8JET	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	22.96
7/16/2023	12:39 JI4Q-ZRB8	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	28.29
7/16/2023	12:23 M55F-5H9C	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	25.62
7/16/2023	12:25 XI1M-EY9B	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	25.62
7/16/2023	12:25 XXJQ-YN1K	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	25.62
7/16/2023	12:24 PUN0-8FRB	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	25.62
7/16/2023	11:51 TOMK-S5W	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	38.44
7/16/2023	11:46 DH58-8J0T	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	38.44
7/16/2023	12:26 WGS2-NVF	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	25.62
7/16/2023	12:05 8UL1-PBXB	For Tee-Tin Dylan Quin	N\A	N\A	N\A	N\A	34.44
7/16/2023	12:31 P8J1-DYW1	For Tee-Tin Ken Burgm	N\A	N\A	N\A	N\A	34.44
7/14/2023	11:28 3H2Z-1FY5	For Tee-Tin Tammy Gra	N\A	N\A	N\A	N\A	22.96
7/14/2023	11:29 1E0X-KQNR	For Tee-Tin Tammy Gra	N\A	N\A	N\A	N\A	22.96
7/13/2023	17:16 U7T8-HNJY	For Tee-Tin Tammy Gra	N\A	N\A	N\A	N\A	11.78
7/13/2023	17:50 TRJX-4UTX	For Tee-Tin Tammy Gra	N\A	N\A	N\A	N\A	17.64
7/13/2023	17:49 C2L7-LBJO	For Tee-Tin Tammy Gra	N\A	N\A	N\A	N\A	17.64
7/12/2023	12:21 HL5D-LVP1	For Tee-Tin Andrew Gi	N\A	N\A	N\A	N\A	25.62
7/12/2023	14:46 OGHM-Y5V	For Tee-Tin Bobby Gree	N\A	N\A	N\A	N\A	22.96
7/12/2023	14:45 5CXF-9RVN	For Tee-Tin Bobby Gree	N\A	N\A	N\A	N\A	22.96
7/12/2023	12:04 VRAL-VMHI	For Tee-Tin Andrew Gi	N\A	N\A	N\A	N\A	19.00
7/9/2023	13:40 D3RM-PDR	For Tee-Tin Kevin Aylwi	N\A	N\A	N\A	N\A	40.60
7/7/2023	13:58 75H2-66IK	For Tee-Tin Bobby Gree	N\A	N\A	N\A	N\A	9.00
7/7/2023	13:59 7HWS-3X6J	For Tee-Tin Bobby Gree	N\A	N\A	N\A	N\A	9.00
7/7/2023	17:31 2DEF-T2RJ	For Tee-Tin Bobby Gree	N\A	N\A	N\A	N\A	14.97

7/7/2023	10:06 FWTG-O6Y!	For Tee-TinTammy Gra	N\A	N\A	N\A	22.96
7/6/2023	14:34 RMZ4-Z707	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
7/6/2023	14:33 4OB9-5BGL	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
7/6/2023	14:33 WZVQ-8C6i	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
7/6/2023	14:31 KYWC-KPU\	For Tee-TinKevin Aylwi	N\A	N\A	N\A	11.21
7/6/2023	14:54 HNIY-VL8N	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
7/6/2023	14:54 DUGQ-KPD.	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
7/6/2023	14:54 7JS0-D0QX	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
7/6/2023	14:33 DMHT-HSYI	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
7/5/2023	15:12 UWZP-86W	For Tee-TinKevin Aylwi	N\A	N\A	N\A	20.30
7/5/2023	15:11 YK7B-L5SM	For Tee-TinKevin Aylwi	N\A	N\A	N\A	20.30
7/5/2023	14:58 8J2O-M2Uz	For Tee-TinKevin Aylwi	N\A	N\A	N\A	20.42
7/5/2023	15:12 N7Y3-SKXB	For Tee-TinKevin Aylwi	N\A	N\A	N\A	20.30
7/5/2023	15:11 OHVI-VSS4	For Tee-TinKevin Aylwi	N\A	N\A	N\A	20.30
7/3/2023	13:44 KEC0-U3HB	For Tee-TinAndrew Giæ	N\A	N\A	N\A	22.96
7/3/2023	13:44 TM8P-UZPz	For Tee-TinAndrew Giæ	N\A	N\A	N\A	22.96
6/28/2023	14:14 NRN2-P7EF	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
6/25/2023	12:42 WQBE-P2Ri	For Tee-TinKen Burgm:	N\A	N\A	N\A	25.62
6/25/2023	12:42 JY6Z-L7SA	For Tee-TinKen Burgm:	N\A	N\A	N\A	25.62
6/24/2023	15:05 LRTQ-D64S	For Tee-TinKevin Aylwi	N\A	N\A	N\A	0.00
6/22/2023	15:31 PI51-VLV0	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
6/22/2023	16:52 PFZW-Z0CP	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
6/22/2023	15:57 KHKL-RT0T	For Tee-TinKevin Aylwi	N\A	N\A	N\A	28.06
6/22/2023	15:53 9H8G-5BJD	For Tee-TinKevin Aylwi	N\A	N\A	N\A	30.62
6/22/2023	15:52 5B2F-EEYC	For Tee-TinKevin Aylwi	N\A	N\A	N\A	30.62
6/22/2023	15:37 7UHE-EUPR	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
6/22/2023	15:36 S4HS-FU3H	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
6/22/2023	15:36 CRE3-176S	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
6/22/2023	15:35 KWTR-BKX)	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
6/22/2023	15:34 NV4K-TE89	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
6/22/2023	16:04 P36A-5HZS	For Tee-TinKevin Aylwi	N\A	N\A	N\A	29.95
6/22/2023	16:04 UNI3-S7G8	For Tee-TinKevin Aylwi	N\A	N\A	N\A	29.95
6/22/2023	15:49 6V8Q-29FE	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
6/22/2023	15:49 0GQY-0JUN	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
6/22/2023	15:40 YUIU-PFPS	For Tee-TinKevin Aylwi	N\A	N\A	N\A	24.81
6/22/2023	15:40 22CW-GJM	For Tee-TinKevin Aylwi	N\A	N\A	N\A	24.81
6/22/2023	15:32 10XR-5YZ5	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
6/22/2023	16:07 J6KZ-YO8L	For Tee-TinKevin Aylwi	N\A	N\A	N\A	20.30
6/21/2023	16:23 2HHM-W2T	For Tee-TinBobby Gree	N\A	N\A	N\A	18.11
6/20/2023	13:04 QIDR-SXHP	For Tee-TinKevin Aylwi	N\A	N\A	N\A	20.30
6/19/2023	9:33 TIC2-8P5P	For Tee-TinKen Burgm:	N\A	N\A	N\A	45.92
6/18/2023	9:12 URG0-CIKE	For Tee-TinKen Burgm:	N\A	N\A	N\A	45.92
6/17/2023	15:26 R0MO-YV7I	For Tee-TinJim Benoit	N\A	N\A	N\A	0.00
6/16/2023	14:43 HMY7-687L	For Tee-TinDylan Quin	N\A	N\A	N\A	0.00
6/16/2023	7:29 LBO6-ZUSE	For Tee-TinTammy Gra	N\A	N\A	N\A	0.00
6/16/2023	14:45 GICO-DHFC	For Tee-TinAndrew Giæ	N\A	N\A	N\A	0.00
6/15/2023	17:27 H50U-6OYC	For Tee-TinKevin Aylwi	N\A	N\A	N\A	0.00
6/15/2023	17:24 KH14-P706	For Tee-TinKevin Aylwi	N\A	N\A	N\A	0.00

6/15/2023	17:23 PCI1-VQ4Q	For Tee-TinKevin Aylwi	N\A	N\A	N\A	0.00
6/15/2023	17:27 2E2E-7Q46	For Tee-TinKevin Aylwi	N\A	N\A	N\A	0.00
6/15/2023	17:25 RSHC-VG0N	For Tee-TinKevin Aylwi	N\A	N\A	N\A	0.00
6/15/2023	18:03 7PSD-T5TW	For Tee-TinKevin Aylwi	N\A	N\A	N\A	17.64
6/15/2023	17:46 P6RN-QHLV	For Tee-TinKevin Aylwi	N\A	N\A	N\A	0.00
6/12/2023	9:44 HI8J-5GTS	For Tee-TinKen Burgm	N\A	N\A	N\A	0.00
6/11/2023	16:29 IW3J-FLJO	For Tee-TinMike Dick	N\A	N\A	N\A	14.97
6/11/2023	14:10 VU1Q-JA87	For Tee-TinMike Dick	N\A	N\A	N\A	22.96
6/11/2023	14:09 BGHL-DNY7	For Tee-TinMike Dick	N\A	N\A	N\A	22.96
6/10/2023	14:31 SM65-TI4P	For Tee-TinBobby Gree	N\A	N\A	N\A	22.96
6/10/2023	14:31 ZI4T-54EJ	For Tee-TinBobby Gree	N\A	N\A	N\A	22.96
6/9/2023	17:17 41BI-74IO	For Tee-TinBobby Gree	N\A	N\A	N\A	22.96
6/9/2023	17:16 MGWV-UM	For Tee-TinBobby Gree	N\A	N\A	N\A	22.96
6/9/2023	17:16 NPCO-K5KF	For Tee-TinBobby Gree	N\A	N\A	N\A	22.96
6/9/2023	16:55 NMQW-QB	For Tee-TinBobby Gree	N\A	N\A	N\A	10.15
6/7/2023	13:28 A3UG-RPH	For Tee-TinMike Dick	N\A	N\A	N\A	22.96
6/7/2023	13:27 9E7W-DSK	For Tee-TinMike Dick	N\A	N\A	N\A	22.96
6/7/2023	13:27 9XTL-QBZA	For Tee-TinMike Dick	N\A	N\A	N\A	22.96
6/7/2023	13:18 S2L3-H1VW	For Tee-TinMike Dick	N\A	N\A	N\A	22.96
6/7/2023	13:18 Z5LV-Z8KQ	For Tee-TinMike Dick	N\A	N\A	N\A	22.96
6/4/2023	16:41 2TML-8JLJ	For Tee-TinMike Dick	N\A	N\A	N\A	8.82
6/4/2023	16:41 YH75-GYFK	For Tee-TinMike Dick	N\A	N\A	N\A	22.46
6/2/2023	8:54 QZYE-TKNY	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
6/2/2023	8:54 YDOH-X9NI	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
6/2/2023	8:54 6RKJ-WB2C	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
5/29/2023	9:13 DO19-UVU	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
5/29/2023	11:00 CKGM-K7M	For Tee-TinDylan Quin	N\A	N\A	N\A	22.96
5/26/2023	11:10 K7WR-PRST	For Tee-TinKevin Aylwi	N\A	N\A	N\A	45.92
5/26/2023	11:08 QI2E-KSGF	For Tee-TinKevin Aylwi	N\A	N\A	N\A	45.92
5/26/2023	11:08 HEYM-MB7	For Tee-TinKevin Aylwi	N\A	N\A	N\A	47.93
5/26/2023	11:06 ZLDQ-C6E8	For Tee-TinKevin Aylwi	N\A	N\A	N\A	45.92
5/26/2023	11:05 YFTY-D7HD	For Tee-TinKevin Aylwi	N\A	N\A	N\A	45.92
5/26/2023	10:55 6PGH-7UTV	For Tee-TinKevin Aylwi	N\A	N\A	N\A	51.25
5/26/2023	11:03 KQAB-PL7V	For Tee-TinKevin Aylwi	N\A	N\A	N\A	45.92
5/26/2023	11:12 OZJE-RYV0	For Tee-TinKevin Aylwi	N\A	N\A	N\A	45.92
5/26/2023	11:15 TSPF-MJJY	For Tee-TinKevin Aylwi	N\A	N\A	N\A	45.92
5/26/2023	11:16 RTDP-UQF5	For Tee-TinKevin Aylwi	N\A	N\A	N\A	45.92
5/26/2023	11:39 6CB4-VYNC	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
5/26/2023	11:39 3DIW-JRRF	For Tee-TinKevin Aylwi	N\A	N\A	N\A	22.96
5/26/2023	11:49 BTNS-A7I1	For Tee-TinKevin Aylwi	N\A	N\A	N\A	0.00
5/26/2023	11:49 TDQT-JQX6	For Tee-TinKevin Aylwi	N\A	N\A	N\A	0.00
5/26/2023	13:25 FTVM-NL32	For Tee-TinBobby Gree	N\A	N\A	N\A	22.96
5/26/2023	11:49 GIM1-8ND	For Tee-TinKevin Aylwi	N\A	N\A	N\A	0.00
5/26/2023	11:49 7SHU-BKLP	For Tee-TinKevin Aylwi	N\A	N\A	N\A	0.00
5/26/2023	14:01 1QQ8-YKM	For Tee-TinBobby Gree	N\A	N\A	N\A	20.30
5/24/2023	12:06 6IMG-NJS6	For Tee-TinKevin Aylwi	N\A	N\A	N\A	40.60
5/24/2023	12:09 EOK2-MYF	For Tee-TinKevin Aylwi	N\A	N\A	N\A	40.60
5/24/2023	9:32 RCJP-08BP	For Tee-TinKevin Aylwi	N\A	N\A	N\A	17.93

5/22/2023	11:50 DGSN-JKC3 For Tee-TinKevin Aylwi N\A	N\A	N\A	N\A	29.82
5/22/2023	12:09 5GF6-XJ4E- For Tee-TinKevin Aylwi N\A	N\A	N\A	N\A	59.64
5/22/2023	12:04 38EV-LJH6- For Tee-TinKevin Aylwi N\A	N\A	N\A	N\A	51.12
5/22/2023	12:10 QQAX-A1G. For Tee-TinKevin Aylwi N\A	N\A	N\A	N\A	59.64
5/22/2023	12:09 8VTR-9G4QFor Tee-TinKevin Aylwi N\A	N\A	N\A	N\A	59.64
5/22/2023	11:59 LJ0K-V2P1-IFor Tee-TinKevin Aylwi N\A	N\A	N\A	N\A	20.77
5/22/2023	16:46 F3YQ-605I-IFor Tee-TinTammy Gra N\A	N\A	N\A	N\A	20.24
5/22/2023	16:47 2BJ6-B8PJ-IFor Tee-TinTammy Gra N\A	N\A	N\A	N\A	20.24
5/22/2023	11:59 VM1Z-2UO For Tee-TinKevin Aylwi N\A	N\A	N\A	N\A	20.77
5/22/2023	11:43 MKTF-86L1 For Tee-TinKevin Aylwi N\A	N\A	N\A	N\A	20.77
5/22/2023	12:10 MMLN-HUJFor Tee-TinKevin Aylwi N\A	N\A	N\A	N\A	59.64
5/22/2023	12:02 9L7H-2O6RFor Tee-TinKevin Aylwi N\A	N\A	N\A	N\A	51.12
5/14/2023	14:58 UNN5-3X1IFor Tee-TinBobby Gree N\A	N\A	N\A	N\A	15.98
5/13/2023	8:50 JVGQ-HBSAFor Tee-TinKevin Aylwi N\A	N\A	N\A	N\A	42.99
5/13/2023	17:55 3FNB-KBBJ-For Tee-TinBobby Gree N\A	N\A	N\A	N\A	15.44
5/11/2023	14:48 B0LQ-OSL7-For Tee-TinAndrew Giæ N\A	N\A	N\A	N\A	20.24
5/11/2023	12:33 ZWFV-D26IFor Tee-TinJim Benoit N\A	N\A	N\A	N\A	25.56
5/11/2023	14:55 GLT8-YN7I- For Tee-TinAndrew Giæ N\A	N\A	N\A	N\A	40.47
5/11/2023	14:48 R3GC-HXZLFor Tee-TinAndrew Giæ N\A	N\A	N\A	N\A	20.24
5/10/2023	17:16 PNBB-8QCIFor Tee-TinMike Dick N\A	N\A	N\A	N\A	19.17
5/1/2023	14:08 SYJM-7HF5For Tee-TinKen Burgm; N\A	N\A	N\A	N\A	23.16
5/1/2023	14:07 FOO7-B1XCFor Tee-TinKen Burgm; N\A	N\A	N\A	N\A	23.16
4/27/2023	10:47 B6XF-L2SR- For Tee-TinJim Benoit N\A	N\A	N\A	N\A	42.99
4/27/2023	15:03 U200-TICC- For Tee-TinKevin Aylwi N\A	N\A	N\A	N\A	24.50
4/27/2023	15:03 KT22-R692-For Tee-TinKevin Aylwi N\A	N\A	N\A	N\A	24.50
4/26/2023	9:44 BYV6-8CWIFor Tee-TinKevin Aylwi N\A	N\A	N\A	N\A	42.60
4/25/2023	13:40 YKZL-2HQC For Tee-TinAndrew Giæ N\A	N\A	N\A	N\A	48.99
4/24/2023	13:58 3MVG-YILQFor Tee-TinKen Burgm; N\A	N\A	N\A	N\A	0.00
				LS	5245.48
				GN	1921.33
				TOTAL	7166.81

ref	holder_type	holder_name	member_name	player_type	total	deposit	owing	last_30
YGTB-RHK7	Customers	Neil Rohan		Florida Resi	\$5.59	5.59	0	0
BD7Y-Y3JL	Customers	Sherry Hale		Port Orange	\$8.52	8.52	0	0
W42B-99DI	Customers	Frank Gentry		Port Orange	\$9.80	9.8	0	0
HUJI-V2EM	Customers	Michael Watson		Junior 16 al	\$13.71	13.71	0	0
FRDR-PX1P	Customers	Kenneth Burgman		Employee	\$34.43	34.43	0	0
AKFQ-295L	Customers	Jeff Hayduk		Port Orange	\$34.99	34.99	0	0
7RY7-4ZGL	Customers	Brandon Bobelak		Port Orange	\$50.00	50	0	0
W2FM-3XVC	Customers	Glenn Gracom		Florida Resi	\$50.00	50	0	0
RK9E-ZWU	Customers	George Hobbs		Port Orange	\$50.00	50	0	0
M3OT-7NC	Customers	Shyanne Mathers		Port Orange	\$50.00	50	0	0
X47J-EABN	Customers	Al Gullion		Port Orange	\$60.00	60	0	0
J2IY-K8PB	Customers	Frank Molnar		Non Reside	\$65.00	65	0	0
OOET-9CYQ	Customers	Timothy Gibson		Port Orange	\$69.97	69.97	0	0
Q1AM-CEO	Customers	Brian Ross		Non Reside	\$70.00	70	0	0
1TPX-BUFM	Customers	Melinda Hatfield		Florida Resi	\$75.00	75	0	0
VHQ4-P7J5	Customers	Nicholas Fatigate		Port Orange	\$80.00	80	0	0
3I75-0BB1	Customers	JW Wharton		Florida Resi	\$85.00	85	0	0
AZC1-TYE8	Customers	Sean Deaton		Florida Resi	\$85.00	85	0	0
CD33-4A59	Customers	David Smith		Florida Resi	\$90.00	90	0	0
U5XI-JQW7	Customers	Michael Liskovec		Port Orange	\$120.00	120	0	0
FFVO-PM32	Customers	Barbra Pairot		Port Orange	\$120.00	120	0	0
ZZ01-U2RY	Customers	Roger Kincaid		Florida Resi	\$130.00	130	0	0
UNO5-1SLF	Customers	Darlene Breau		Non Reside	\$130.00	130	0	0
4WC0-SLP7	Customers	Dylan Kwong		Florida Resi	\$134.94	134.94	0	0
PS72-XHD7	Customers	Diane Authelet		Port Orange	\$140.00	140	0	0
CNCM-5Q9	Customers	Keith Campagnola		Port Orange	\$140.00	140	0	0
UOU6-N7U	Customers	Luis Marrero		Florida Resi	\$143.05	143.05	0	0
X6AW-Q8Q	Customers	Andrew Savery		Florida Resi	\$150.00	150	0	0
UWW8-RZ6	Customers	Scott schaffer		Port Orange	\$160.00	160	0	0
3Y9E-HEI3	Customers	Barbara Alvarado		Port Orange	\$195.00	195	0	0
NSAE-YOZ2	Customers	Nathan Henwood		Port Orange	\$195.00	195	0	0
IKGG-MW5	Customers	Amy Stricklan		Port Orange	\$196.00	196	0	0
86SW-PS8S	Customers	Elenita Stewart		Port Orange	\$198.00	198	0	0
345A-ZGYI	Customers	Alfredo Pairot		Port Orange	\$200.00	200	0	0
A22I-HYBA	Customers	Cyndi Ritchie		Port Orange	\$200.00	200	0	0
TLDU-HXE8	Customers	Lodging & Hospitality A	Outing		\$200.00	200	0	0
F1OG-LDQC	Customers	SEVMTC Tournament	Outing		\$200.00	200	0	0
6ATO-BJTB	Customers	Marine Science Center	Outing		\$200.00	200	0	0
5R9C-SGHV	Customers	Nate Engel		Non Reside	\$210.00	210	0	0
OD8H-GOT2	Customers	Marty Mack		Employee	\$225.00	225	0	0
FAZI-YDW9	Customers	Matt Metz		Non Reside	\$225.00	225	0	0
ACSD-GK33	Customers	Josiah Anderson		Port Orange	\$225.00	225	0	0
9V04-PG4V	Customers	Cory Strazar		Port Orange	\$240.00	240	0	0
928T-PWFT	Customers	John Burmester		Non Reside	\$260.00	260	0	0
YFTJ-H1X5	Customers	joe cameron		Port Orange	\$260.00	260	0	0
351L-ZNZP	Customers	Steve Williams		Port Orange	\$308.03	308.03	0	0

9Y9I-J3KL	Customers!	Cole Gittner	Port Orange	\$325.00	325	0	0
OMBM-2TJ	Customers!	Cobie Gittner	Port Orange	\$325.00	325	0	0
L8DU-APT3	Customers!	Jennifer Pickens	Port Orange	\$325.00	325	0	0
TE41-F8HS	Customers!	Church of God Assemb	Outing	\$500.00	500	0	0
7R4P-Y3R6	Customers!	Omicron-Omicron Tour	Outing	\$500.00	500	0	0
KSAP-5VRD	Customers!	FCA Golf Tournament	Outing	\$500.00	500	0	0
LNDH-TUS7	Customers!	John Breau	Port Orange	\$663.75	663.75	0	0
TXA6-IZMQ	Customers!	Spruce Creek Basketba	Outing	\$1,280.00	1280	0	0
M6X8-5KHI	Customers!	Atlantic Center for the	Outing	\$2,700.00	2700	0	0
VRUC-5JRDC	Customers!	Siemens Energy Golf Tc	Outing	\$7,000.00	7000	0	0
Total from Aug Spreadsheet Event Deposits				\$5,550.00			
Total OD				\$25,760.78			

[illegible]

[illegible]

Adjustment made
GL \$18,299.06
 \$7,461.72

Card Num	Initial Bal	Current Bal	Status	Location	Activation L	Activation [	Activation	Activation /	Last Opera
231768002	50	9.02	Active	Cypress H	Cypress H	€2023-08-04	20028	50.00	Cypress H
231768019	120	120.00	Active	Cypress H	Cypress H	€2023-04-19	695	120.00	
231768030	15	15.00	Active	Cypress H	Cypress H	€2023-07-12	16769	15.00	
231768031	25	25.00	Active	Cypress H	Cypress H	€2023-07-13	16912	25.00	
231768036	50	50.00	Active	Cypress H	Cypress H	€2023-06-17	12786	50.00	
231768042	50	50.00	Active	Cypress H	Cypress H	€2023-06-17	12799	50.00	
231768051	50	50.00	Active	Cypress H	Cypress H	€2023-07-31	19550	50.00	
231768059	100	100.00	Active	Cypress H	Cypress H	€2023-05-10	5970	100.00	
231768062	20	2.08	Active	Cypress H	Cypress H	€2023-06-17	12774	20.00	Cypress H
231768074	120	120.00	Active	Cypress H	Cypress H	€2023-06-16	12727	120.00	
231768088	100	63.79	Active	Cypress H	Cypress H	€2023-07-22	18136	100.00	Cypress H
231768117	30	30.00	Active	Cypress H	Cypress H	€2023-06-17	12774	30.00	
231768120	40	40.00	Active	Cypress H	Cypress H	€2023-05-26	8758	40.00	
231768125	30	30.00	Active	Cypress H	Cypress H	€2023-06-17	12774	30.00	
231768141	40	0.59	Active	Cypress H	Cypress H	€2023-06-04	10349	40.00	Cypress H
231768142	100	36.74	Active	Cypress H	Cypress H	€2023-08-14	21307	100.00	Cypress H
231768151	100	100.00	Active	Cypress H	Cypress H	€2023-06-08	11171	100.00	
231768155	30	30.00	Active	Cypress H	Cypress H	€2023-06-17	12774	30.00	
231768155	25	25.00	Active	Cypress H	Cypress H	€2023-06-17	12774	25.00	
231768172	15	15.00	Active	Cypress H	Cypress H	€2023-07-12	16769	15.00	
231768200	75	75.00	Active	Cypress H	Cypress H	€2023-06-16	12612	75.00	
231768203	20	20.00	Active	Cypress H	Cypress H	€2023-06-17	12774	20.00	
231768213	50	9.85	Active	Cypress H	Cypress H	€2023-08-04	20120	50.00	Cypress H
231768215	65	65.00	Active	Cypress H	Cypress H	€2023-05-07	5167	65.00	
231768230	58.58	58.58	Active	Cypress H	Cypress H	€2023-05-31	9636	58.58	
231768231	25	25.00	Active	Cypress H	Cypress H	€2023-06-17	12774	25.00	
231768302	15	15.00	Active	Cypress H	Cypress H	€2023-07-27	18857	15.00	
231768308	100	100.00	Active	Cypress H	Cypress H	€2023-06-15	12481	100.00	
231768310	250	250.00	Active	Cypress H	Cypress H	€2023-06-11	11770	250.00	
231768312	15	15.00	Active	Cypress H	Cypress H	€2023-07-27	18857	15.00	
231768315	30	30.00	Active	Cypress H	Cypress H	€2023-06-04	10349	30.00	
231768328	25	25.00	Active	Cypress H	Cypress H	€2023-06-17	12774	25.00	
231768341	53.25	53.25	Active	Cypress H	Cypress H	€2023-05-31	9636	53.25	
231768358	60	60.00	Active	Cypress H	Cypress H	€2023-08-05	20307	60.00	
231768360	15	0.00	Deactivated	Cypress H	Cypress H	€2023-07-27	18857	15.00	Cypress H
231768365	15	15.00	Active	Cypress H	Cypress H	€2023-07-27	18857	15.00	
231768372	15	15.00	Active	Cypress H	Cypress H	€2023-07-27	18857	15.00	
231768373	200	104.15	Active	Cypress H	Cypress H	€2023-08-09	20650	200.00	Cypress H
231768410	50	50.00	Active	Cypress H	Cypress H	€2023-05-10	5915	50.00	
231768425	50	50.00	Active	Cypress H	Cypress H	€2023-04-27	3061	50.00	
231768439	50	50.00	Active	Cypress H	Cypress H	€2023-07-31	19613	50.00	
231768464	15	15.00	Active	Cypress H	Cypress H	€2023-07-12	16769	15.00	
231768467	95	41.75	Active	Cypress H	Cypress H	€2023-05-01	3917	95.00	Cypress H
231768478	30	1.26	Active	Cypress H	Cypress H	€2023-06-04	10349	30.00	Cypress H
231768481	30	0.00	Deactivated	Cypress H	Cypress H	€2023-08-10	20781	30.00	Cypress H
231768513	50	50.00	Active	Cypress H	Cypress H	€2023-07-02	15011	50.00	
231768527	100	68.05	Active	Cypress H	Cypress H	€2023-07-19	17692	100.00	Cypress H
231768533	50	4.40	Active	Cypress H	Cypress H	€2023-06-24	13657	50.00	Cypress H
231768558	50	50.00	Active	Cypress H	Cypress H	€2023-06-17	12786	50.00	
231768576	20	20.00	Active	Cypress H	Cypress H	€2023-06-17	12774	20.00	
231768582	40	0.00	Deactivated	Cypress H	Cypress H	€2023-08-04	20081	40.00	Cypress H
231768628	15	15.00	Active	Cypress H	Cypress H	€2023-07-27	18857	15.00	
231768637	15	15.00	Active	Cypress H	Cypress H	€2023-07-12	16769	15.00	
231768658	50	50.00	Active	Cypress H	Cypress H	€2023-06-17	12774	50.00	
231768680	20	20.00	Active	Cypress H	Cypress H	€2023-06-17	12774	20.00	
231768704	80	80.00	Active	Cypress H	Cypress H	€2023-08-19	21929	80.00	
231768706	15	15.00	Active	Cypress H	Cypress H	€2023-07-27	18857	15.00	
231768725	50	0.00	Deactivated	Cypress H	Cypress H	€2023-05-12	6383	50.00	Cypress H
231768745	40	40.00	Active	Cypress H	Cypress H	€2023-06-09	11379	40.00	
231768746	50	50.00	Active	Cypress H	Cypress H	€2023-04-27	3061	50.00	
231768764	150	128.70	Active	Cypress H	Cypress H	€2023-06-17	12817	150.00	Cypress H

Last Opera	Last Opera	Last Opera	Last Operation Type
2023-08-23	22497	-40.98	Withdraw
2023-07-08	16195	-17.92	Withdraw
2023-07-26	18740	-36.21	Withdraw
2023-06-05	10611	-39.41	Withdraw
2023-08-31	23737	-31.63	Withdraw
2023-08-23	22511	-40.15	Withdraw
2023-07-27	18908	-15.00	Withdraw
2023-08-27	23114	-95.85	Withdraw
2023-07-16	17248	-53.25	Withdraw
2023-06-28	14286	-28.74	Withdraw
2023-08-25	22867	-30.00	Withdraw
2023-07-20	17848	-31.95	Withdraw
2023-08-17	21586	-3.00	Withdraw
2023-08-23	22497	-40.00	Withdraw
2023-07-28	18976	-33.36	Withdraw
2023-07-09	16387	-21.30	Withdraw

231768765	15	15.00	Active	Cypress H€Cypress H€2023-07-27 18857	15.00	
231768765	50	50.00	Active	Cypress H€Cypress H€2023-06-22 13521	50.00	
231768776	15	15.00	Active	Cypress H€Cypress H€2023-07-12 16769	15.00	
231768794	100	100.00	Active	Cypress H€Cypress H€2023-08-13 21213	100.00	
231768809	50	50.00	Active	Cypress H€Cypress H€2023-06-07 10923	50.00	
231768820	50	50.00	Active	Cypress H€Cypress H€2023-08-02 19756	50.00	
231768832	15	15.00	Active	Cypress H€Cypress H€2023-07-27 18857	15.00	
231768850	50	0.00	Deactivated	Cypress H€Cypress H€2023-08-04 20043	50.00	Cypress H€
231768856	30	30.00	Active	Cypress H€Cypress H€2023-06-17 12774	30.00	
231768868	50	2.07	Active	Cypress H€Cypress H€2023-06-18 12934	50.00	Cypress H€
231768871	150	150.00	Active	Cypress H€Cypress H€2023-07-02 15010	150.00	
231768887	15	15.00	Active	Cypress H€Cypress H€2023-07-27 18857	15.00	
231768911	30	30.00	Active	Cypress H€Cypress H€2023-08-02 19770	30.00	
231768926	15	15.00	Active	Cypress H€Cypress H€2023-07-12 16769	15.00	
231768930	15	0.00	Deactivated	Cypress H€Cypress H€2023-07-27 18857	15.00	Cypress H€
231768937	50	50.00	Active	Cypress H€Cypress H€2023-06-14 12383	50.00	
231768972	15	15.00	Active	Cypress H€Cypress H€2023-07-12 16769	15.00	
317680432	15	15.00	Active	Cypress H€Cypress H€2023-07-12 16769	15.00	
317683102	54.32	0.00	Deactivated	Cypress H€Cypress H€2023-04-21 1454	54.32	Cypress H€
627571001	20	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	32	6.17	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	375	25.00	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	160	0.40	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	128	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	10	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	10	40.00	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	5	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	10	30.00	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	160	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	10	50.00	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	30	0.70	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	10	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	100	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	50	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	45	25.00	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	60	32.00	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	44	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	12	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	34	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	10	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	50	8.66	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	5	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	10	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	10	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	20	50.00	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	5	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	5	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	10	12.00	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	10	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	5	92.00	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	21.89	3.75	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	9.99	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	48	8.33	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	13	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	30	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	5	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	5	0.44	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	5	1.99	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	20	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	5	96.00	Active	Cypress Head Golf Club - Shop		Cypress H€
627571001	70	0.00	Deactivated	Cypress Head Golf Club - Shop		
627571001	100	8.00	Active	Cypress Head Golf Club - Shop		Cypress H€

2023-08-23 22497	-50.00	Withdraw
2023-07-04 15374	-47.93	Withdraw
2023-07-27 18907	-15.00	Withdraw
2023-04-21 Missing Ca	-54.32	Withdraw
2023-04-17	6.17	Initial import
2023-04-17	25.00	Initial import
2023-04-17	0.40	Initial import
2023-04-17	40.00	Initial import
2023-04-17	30.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	0.70	Initial import
2023-04-17	25.00	Initial import
2023-04-17	32.00	Initial import
2023-04-17	8.66	Initial import
2023-04-17	50.00	Initial import
2023-04-17	12.00	Initial import
2023-04-17	92.00	Initial import
2023-04-17	3.75	Initial import
2023-04-17	8.33	Initial import
2023-04-17	0.44	Initial import
2023-04-17	1.99	Initial import
2023-04-17	96.00	Initial import
2023-04-17	8.00	Initial import

[illegible]

2023-04-17	50.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	3.04	Initial import
2023-04-17	50.00	Initial import
2023-04-17	26.00	Initial import
2023-04-17	0.20	Initial import
2023-04-17	61.51	Initial import
2023-04-17	0.03	Initial import
2023-04-17	0.49	Initial import
2023-04-17	11.00	Initial import
2023-04-17	6.00	Initial import
2023-04-17	0.97	Initial import
2023-04-17	2.33	Initial import
2023-04-17	12.00	Initial import
2023-04-17	0.10	Initial import
2023-04-17	31.00	Initial import
2023-04-17	29.79	Initial import
2023-04-17	0.04	Initial import
2023-04-17	10.00	Initial import
2023-04-17	0.05	Initial import
2023-04-17	14.04	Initial import
2023-04-17	164.65	Initial import
2023-04-17	9.00	Initial import
2023-04-17	23.76	Initial import
2023-04-17	10.75	Initial import
2023-04-17	0.04	Initial import
2023-04-17	37.44	Initial import

[illegible]

2023-04-17	0.55	Initial import
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2023-04-17	3.64	Initial import
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2023-04-17	2.04	Initial import
2023-04-17	3.87	Initial import
2023-04-17	25.00	Initial import
2023-04-17	20.00	Initial import
2023-04-17	85.99	Initial import
2023-04-17	22.00	Initial import

2023-04-17	10.08	Initial import
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2023-04-17	143.03	Initial import
2023-04-17	2.00	Initial import

2023-04-17	50.00	Initial import
2023-04-17	30.00	Initial import

2023-04-17	128.00	Initial import
2023-04-17	5.00	Initial import

2023-04-17	4.87	Initial import
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2023-04-17	20.00	Initial import
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2023-04-17	18.00	Initial import
2023-04-17	40.00	Initial import

2023-04-17	3.58	Initial import
2023-04-17	12.00	Initial import

2023-04-17	100.00	Initial import
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2023-04-17	100.01	Initial import
2023-04-17	11.00	Initial import

[illegible]

2023-04-17	33.00	Initial import
2023-04-17	30.00	Initial import
2023-04-17	40.00	Initial import
2023-04-17	47.01	Initial import
2023-04-17	30.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	24.00	Initial import
2023-04-17	0.11	Initial import
2023-04-17	1.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	3.72	Initial import
2023-04-17	0.01	Initial import
2023-04-17	2.34	Initial import
2023-06-29 14423	-50.06	Withdraw
2023-04-17	2.50	Initial import
2023-04-17	1.46	Initial import
2023-04-17	3.51	Initial import
2023-04-17	56.51	Initial import
2023-04-17	13.10	Initial import
2023-04-17	150.00	Initial import
2023-04-17	0.01	Initial import

[illegible]

2023-04-17	2.56	Initial import
2023-04-17	87.47	Initial import
2023-04-17	0.02	Initial import
2023-04-17	20.00	Initial import
2023-04-17	24.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	0.01	Initial import
2023-04-17	15.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	91.50	Initial import
2023-04-17	50.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	0.81	Initial import
2023-04-17	109.00	Initial import
2023-04-17	0.10	Initial import
2023-04-17	100.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	66.01	Initial import
2023-04-17	35.00	Initial import
2023-04-17	3.44	Initial import
2023-04-17	0.60	Initial import
2023-04-17	160.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	10.00	Initial import

[illegible]

2023-04-17	10.00	Initial import
2023-04-17	6.00	Initial import
2023-04-17	10.50	Initial import
2023-04-17	5.16	Initial import
2023-04-17	50.00	Initial import
2023-04-17	30.00	Initial import
2023-04-17	19.99	Initial import
2023-04-17	14.00	Initial import
2023-04-17	9.25	Initial import
2023-04-17	10.50	Initial import
2023-04-17	22.16	Initial import
2023-04-17	30.00	Initial import
2023-04-17	24.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	75.00	Initial import
2023-04-17	4.50	Initial import
2023-04-17	50.01	Initial import
2023-04-17	12.00	Initial import
2023-04-17	1.14	Initial import
2023-04-17	6.00	Initial import

[illegible]

2023-04-17	4.00	Initial import
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2023-04-17	86.01	Initial import
2023-04-17	15.00	Initial import

2023-04-17	80.01	Initial import
2023-04-17	50.00	Initial import

2023-04-17	8.00	Initial import
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2023-04-17	158.00	Initial import
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2023-04-17	40.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	3.50	Initial import
2023-04-17	25.00	Initial import
2023-04-17	0.82	Initial import

2023-04-17	22.00	Initial import
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2023-04-17	50.00	Initial import
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2023-04-17	40.00	Initial import
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2023-04-17	25.00	Initial import
2023-04-17	25.00	Initial import

2023-04-17	8.09	Initial import
2023-04-17	6.20	Initial import

2023-04-17	10.50	Initial import
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2023-04-17	17.00	Initial import
2023-04-17	33.97	Initial import

2023-04-17	25.00	Initial import
2023-04-17	0.06	Initial import
2023-04-17	17.00	Initial import

2023-04-17	4.00	Initial import
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2023-04-17	100.00	Initial import
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2023-04-17	200.00	Initial import
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2023-04-17	90.03	Initial import
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2023-04-17	10.00	Initial import
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2023-04-17	23.00	Initial import
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2023-04-17	40.00	Initial import
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2023-04-17	9.01	Initial import
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2023-04-17	16.00	Initial import
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2023-04-17	1.50	Initial import
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2023-04-17	21.79	Initial import
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2023-04-17	50.00	Initial import
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2023-04-17	17.00	Initial import
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2023-04-17	400.00	Initial import
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2023-04-17	97.01	Initial import
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2023-04-17	30.00	Initial import
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2023-04-17	11.50	Initial import
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2023-04-17	4.00	Initial import
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2023-04-17	1.85	Initial import
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2023-04-17	50.00	Initial import
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627571001	50	3.16	Active	Cypress Head Golf Club - Shop	Cypress He
627571001	50	2.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571001	50	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571001	25	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571001	25	25.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571001	96	63.51	Active	Cypress Head Golf Club - Shop	Cypress He
627571001	11.24	0.24	Active	Cypress Head Golf Club - Shop	Cypress He
627571001	40	0.68	Active	Cypress Head Golf Club - Shop	Cypress He
627571001	40	0.21	Active	Cypress Head Golf Club - Shop	Cypress He
627571001	40	9.25	Active	Cypress Head Golf Club - Shop	Cypress He
627571001	40	40.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571001	40	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571001	40	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571001	30	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571001	50	13.10	Active	Cypress Head Golf Club - Shop	Cypress He
627571001	17	0.83	Active	Cypress Head Golf Club - Shop	Cypress He
627571001	14	40.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571001	50	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571001	100	5.49	Active	Cypress Head Golf Club - Shop	Cypress He
627571001	150	50.01	Active	Cypress Head Golf Club - Shop	Cypress He
627571001	14	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571001	30	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571001	20	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	20	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	50	2.24	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	31	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	15	10.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	20	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	10	3.18	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	20	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	20	3.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	10.98	10.99	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	12	25.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	10.98	0.68	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	10	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	50	100.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	15	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	20	0.09	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	12	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	10	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	20	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	7.58	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	10.98	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	100	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	12	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	7.58	8.01	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	10.98	50.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	12	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	7.58	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	12	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	100	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	12	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	7.58	1.23	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	10.98	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	10.98	100.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	13.01	0.00	Deactivated	Cypress Head Golf Club - Shop	
627571002	12	6.67	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	220.03	82.06	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	100	21.19	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	50	4.44	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	50	0.18	Active	Cypress Head Golf Club - Shop	Cypress He
627571002	150	0.00	Deactivated	Cypress Head Golf Club - Shop	

2023-04-17	3.16	Initial import
2023-04-17	2.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	63.51	Initial import
2023-04-17	0.24	Initial import
2023-04-17	0.68	Initial import
2023-04-17	0.21	Initial import
2023-04-17	9.25	Initial import
2023-04-17	40.00	Initial import
2023-04-17	13.10	Initial import
2023-04-17	0.83	Initial import
2023-04-17	40.00	Initial import
2023-04-17	5.49	Initial import
2023-04-17	50.01	Initial import
2023-04-17	2.24	Initial import
2023-04-17	10.00	Initial import
2023-04-17	3.18	Initial import
2023-04-17	3.00	Initial import
2023-04-17	10.99	Initial import
2023-04-17	25.00	Initial import
2023-04-17	0.68	Initial import
2023-04-17	100.00	Initial import
2023-04-17	0.09	Initial import
2023-04-17	8.01	Initial import
2023-04-17	50.00	Initial import
2023-04-17	1.23	Initial import
2023-04-17	100.00	Initial import
2023-04-17	6.67	Initial import
2023-04-17	82.06	Initial import
2023-04-17	21.19	Initial import
2023-04-17	4.44	Initial import
2023-04-17	0.18	Initial import

[illegible]

2023-04-17	50.00	Initial import
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2023-04-17	30.00	Initial import
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2023-04-17	13.00	Initial import
2023-04-17	13.79	Initial import
2023-04-17	100.00	Initial import

2023-04-17	20.00	Initial import
2023-04-17	42.00	Initial import

2023-04-17	40.00	Initial import
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2023-04-17	50.00	Initial import
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2023-04-17	1.05	Initial import
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2023-04-17	2.49	Initial import
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2023-04-17	5.00	Initial import
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2023-04-17	20.50	Initial import
2023-04-17	100.00	Initial import
2023-04-17	6.00	Initial import
2023-04-17	101.50	Initial import

2023-04-17	65.00	Initial import
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2023-04-17	11.00	Initial import
2023-04-17	10.00	Initial import

2023-04-17	12.00	Initial import
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[illegible]

2023-04-17	75.00	Initial import
2023-04-17	40.00	Initial import
2023-04-17	20.00	Initial import
2023-04-17	1.02	Initial import
2023-04-17	15.00	Initial import
2023-04-17	97.29	Initial import
2023-04-17	100.72	Initial import
2023-04-17	20.00	Initial import
2023-04-17	9.53	Initial import
2023-04-17	40.00	Initial import
2023-04-17	17.25	Initial import
2023-04-17	41.52	Initial import
2023-04-17	21.99	Initial import
2023-04-17	0.43	Initial import
2023-04-17	50.00	Initial import
2023-04-17	40.00	Initial import
2023-04-17	77.57	Initial import

[illegible]

2023-04-17	50.00	Initial import
2023-04-17	0.02	Initial import
2023-04-17	8.38	Initial import
2023-04-17	100.00	Initial import
2023-04-17	3.52	Initial import
2023-04-17	9.00	Initial import
2023-04-17	35.59	Initial import
2023-04-17	50.00	Initial import
2023-04-17	21.00	Initial import
2023-04-17	0.25	Initial import
2023-04-17	2.09	Initial import
2023-04-17	0.24	Initial import
2023-04-17	40.77	Initial import
2023-04-17	20.00	Initial import
2023-04-17	11.50	Initial import
2023-04-17	0.98	Initial import
2023-04-17	29.70	Initial import

[illegible]

2023-04-17	36.00	Initial import
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2023-04-17	20.00	Initial import
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2023-04-17	75.50	Initial import
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2023-04-17	20.00	Initial import
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2023-04-17	11.50	Initial import
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2023-04-17	0.01	Initial import
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2023-04-17	150.00	Initial import
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2023-04-17	40.00	Initial import
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2023-04-17	0.51	Initial import
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2023-04-17	12.00	Initial import
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2023-04-17	2.00	Initial import
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[illegible]

2023-04-17	11.25	Initial import
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2023-04-17	0.76	Initial import
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2023-04-17	11.25	Initial import
2023-04-17	11.25	Initial import

2023-04-17	15.86	Initial import
2023-04-17	13.00	Initial import
2023-04-17	20.00	Initial import

2023-04-17	40.00	Initial import
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2023-04-17	240.00	Initial import
2023-04-17	7.00	Initial import
2023-04-17	7.00	Initial import

2023-04-17	50.00	Initial import
2023-04-17	4.00	Initial import
2023-04-17	4.00	Initial import

2023-04-17	50.00	Initial import
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2023-04-17	40.00	Initial import
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[illegible]

2023-04-17	0.63	Initial import
2023-04-17	0.02	Initial import
2023-04-17	90.00	Initial import

2023-04-17	11.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	16.00	Initial import

2023-04-17	0.06	Initial import
2023-04-17	0.04	Initial import

2023-04-17	0.05	Initial import
2023-04-17	20.00	Initial import
2023-04-17	17.00	Initial import

2023-04-17	21.00	Initial import
2023-04-17	2.44	Initial import
2023-04-17	55.00	Initial import

2023-04-17	28.00	Initial import
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2023-04-17	28.00	Initial import
2023-04-17	0.63	Initial import

[illegible]

2023-04-17	50.00	Initial import
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2023-04-17	50.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	29.76	Initial import

2023-04-17	51.01	Initial import
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2023-04-17	150.00	Initial import
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2023-04-17	25.00	Initial import
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2023-04-17	0.99	Initial import
2023-04-17	18.64	Initial import
2023-04-17	50.00	Initial import

[illegible]

2023-04-17	3.77	Initial import
2023-04-17	75.00	Initial import
2023-04-17	69.97	Initial import
2023-04-17	63.40	Initial import
2023-04-17	1.01	Initial import
2023-04-17	10.59	Initial import
2023-04-17	55.00	Initial import
2023-04-17	2.63	Initial import
2023-04-17	50.00	Initial import
2023-04-17	30.00	Initial import
2023-04-17	109.03	Initial import
2023-04-17	10.00	Initial import
2023-08-05 20247	-30.30	Withdraw
2023-04-17	19.97	Initial import
2023-04-17	54.83	Initial import
2023-04-17	30.00	Initial import
2023-04-17	20.18	Initial import
2023-04-17	1.01	Initial import
2023-04-17	100.00	Initial import
2023-04-17	12.69	Initial import
2023-04-17	69.97	Initial import
2023-04-17	3.28	Initial import
2023-04-17	50.00	Initial import
2023-04-17	7.84	Initial import
2023-04-17	125.00	Initial import
2023-04-17	25.00	Initial import

[illegible]

2023-04-17	24.99	Initial import
2023-04-17	7.60	Initial import
2023-04-17	100.00	Initial import
2023-04-17	1.95	Initial import
2023-04-17	4.65	Initial import
2023-04-17	38.21	Initial import
2023-04-17	100.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	23.40	Initial import
2023-04-17	10.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	19.97	Initial import
2023-04-17	30.00	Initial import
2023-04-17	2.97	Initial import
2023-04-17	15.00	Initial import
2023-04-17	181.36	Initial import
2023-04-17	0.77	Initial import
2023-04-17	30.00	Initial import
2023-04-17	30.60	Initial import
2023-04-17	3.80	Initial import
2023-04-17	34.98	Initial import
2023-04-17	10.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	25.00	Initial import

[illegible]

2023-04-17	45.00	Initial import
2023-04-17	5.84	Initial import
2023-04-17	40.00	Initial import
2023-04-17	0.20	Initial import
2023-04-17	20.99	Initial import
2023-04-17	93.99	Initial import
2023-04-17	10.48	Initial import
2023-04-17	20.00	Initial import
2023-04-17	4.00	Initial import
2023-04-17	30.00	Initial import
2023-04-17	16.01	Initial import
2023-04-17	100.00	Initial import
2023-04-17	21.98	Initial import
2023-04-17	4.15	Initial import
2023-07-14 17024	-1.77	Withdraw
2023-04-17	1.09	Initial import
2023-04-17	30.00	Initial import
2023-04-17	48.00	Initial import
2023-04-17	15.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	3.50	Initial import
2023-04-17	25.00	Initial import
2023-04-17	5.70	Initial import
2023-04-17	25.00	Initial import
2023-04-17	30.00	Initial import
2023-04-17	13.73	Initial import
2023-04-17	100.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	14.42	Initial import

[illegible]

2023-05-18 7761	-46.64	Withdraw
2023-04-17	3.00	Initial import
2023-04-17	18.10	Initial import
2023-04-17	17.00	Initial import
2023-04-17	15.00	Initial import
2023-04-17	1.05	Initial import
2023-04-17	50.00	Initial import
2023-04-17	5.10	Initial import
2023-05-09 5476	-55.96	Withdraw
2023-04-17	50.00	Initial import
2023-04-17	2.04	Initial import
2023-04-17	17.11	Initial import
2023-04-17	5.97	Initial import
2023-04-17	125.00	Initial import
2023-04-17	50.00	Initial import
2023-05-09 5476	-11.01	Withdraw
2023-04-17	102.10	Initial import
2023-04-17	15.00	Initial import
2023-04-17	31.08	Initial import
2023-04-17	38.00	Initial import
2023-04-17	40.00	Initial import
2023-04-17	40.00	Initial import
2023-04-17	30.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	20.00	Initial import
2023-04-17	44.65	Initial import
2023-04-17	20.00	Initial import
2023-04-17	50.00	Initial import

[illegible]

2023-04-17	3.00	Initial import
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2023-06-09 11369	-47.61	Withdraw
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2023-04-17	23.59	Initial import
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2023-04-17	0.43	Initial import
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2023-04-17	50.00	Initial import
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2023-04-17	37.00	Initial import
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2023-04-17	15.00	Initial import
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2023-04-17	50.00	Initial import
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2023-04-17	0.58	Initial import
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2023-07-01 14712	-20.00	Withdraw
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2023-04-17	32.02	Initial import
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2023-04-17	25.00	Initial import
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2023-04-17	15.00	Initial import
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2023-04-17	15.00	Initial import
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2023-04-17	50.00	Initial import
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2023-04-17	25.00	Initial import
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2023-04-17	50.00	Initial import
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2023-04-17	15.00	Initial import
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2023-04-17	18.10	Initial import
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2023-04-17	25.00	Initial import
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2023-04-17	4.76	Initial import
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2023-04-17	50.00	Initial import
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2023-04-17	150.00	Initial import
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[illegible]

2023-04-17	30.00	Initial import
2023-04-17	4.19	Initial import
2023-04-17	55.29	Initial import
2023-04-17	20.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	80.00	Initial import
2023-04-17	51.01	Initial import
2023-04-17	20.31	Initial import
2023-04-17	8.00	Initial import
2023-04-17	30.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	45.00	Initial import
2023-04-17	43.58	Initial import
2023-04-17	17.00	Initial import
2023-04-17	5.82	Initial import
2023-04-17	50.00	Initial import
2023-04-17	5.82	Initial import
2023-04-17	42.60	Initial import
2023-04-17	63.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	50.00	Initial import
2023-04-19850	-3.31	Withdraw

[illegible]

2023-04-17	0.05	Initial import
2023-04-17	133.39	Initial import
2023-04-17	50.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	5.99	Initial import
2023-04-17	0.32	Initial import
2023-04-17	0.86	Initial import
2023-04-17	45.00	Initial import
2023-04-17	40.00	Initial import
2023-04-17	1.41	Initial import
2023-04-17	27.28	Initial import
2023-04-17	41.37	Initial import
2023-04-17	34.98	Initial import
2023-04-17	2.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	8.01	Initial import
2023-04-17	5.09	Initial import
2023-04-17	25.32	Initial import
2023-04-17	500.00	Initial import
2023-04-17	90.00	Initial import
2023-04-17	9.18	Initial import
2023-04-17	1.00	Initial import
2023-04-17	38.00	Initial import
2023-04-17	4.22	Initial import
2023-04-17	33.10	Initial import
2023-04-17	40.00	Initial import

[illegible]

2023-04-17	50.00	Initial import
2023-04-17	6.30	Initial import
2023-04-17	3.13	Initial import
2023-04-17	59.52	Initial import
2023-04-17	27.11	Initial import
2023-04-17	15.05	Initial import
2023-04-17	16.37	Initial import
2023-04-17	44.74	Initial import
2023-04-17	43.67	Initial import
2023-04-17	0.82	Initial import
2023-04-17	1.19	Initial import
2023-04-17	100.00	Initial import
2023-04-17	35.00	Initial import
2023-04-17	0.59	Initial import
2023-04-17	25.00	Initial import
2023-04-17	2.78	Initial import
2023-04-17	45.00	Initial import
2023-04-17	37.20	Initial import
2023-04-17	5.27	Initial import
2023-04-17	19.44	Initial import
2023-04-17	19.11	Initial import
2023-04-17	100.00	Initial import
2023-04-17	37.50	Initial import
2023-04-17	0.01	Initial import
2023-04-17	5.94	Initial import

[illegible]

2023-04-17	5.65	Initial import
2023-04-17	50.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	1.24	Initial import
2023-04-17	0.78	Initial import
2023-04-17	18.96	Initial import

2023-04-17	25.00	Initial import
2023-04-17	10.54	Initial import
2023-04-17	32.90	Initial import

2023-04-17	50.00	Initial import
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2023-04-17	100.00	Initial import
2023-04-17	50.00	Initial import

2023-04-17	150.00	Initial import
2023-04-17	150.00	Initial import
2023-04-17	150.00	Initial import
2023-04-17	150.00	Initial import
2023-04-17	19.88	Initial import

2023-08-2422661	-10.01	Withdraw
2023-04-17	100.00	Initial import
2023-04-17	50.00	Initial import
2023-05-034341	-105.40	Withdraw

2023-04-17	0.86	Initial import
2023-04-17	2.75	Initial import

2023-07-28 18968	-53.25	Withdraw
2023-04-17	40.00	Initial import

2023-04-17	56.35	Initial import
2023-04-17	30.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	50.73	Initial import
2023-06-05 10645	-0.98	Withdraw
2023-04-17	25.00	Initial import

2023-04-17	106.38	Initial import
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2023-04-17	25.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	300.00	Initial import

2023-04-17	50.00	Initial import
2023-04-17	20.00	Initial import

2023-04-20 1075	-100.00	Withdraw
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2023-04-17	68.35	Initial import
2023-04-17	150.00	Initial import

[illegible]

2023-04-17	9.97	Initial import
2023-05-08 5331	-42.47	Withdraw
2023-04-17	50.35	Initial import
2023-04-17	20.00	Initial import
2023-08-22 22351	-3.86	Withdraw
2023-04-17	20.00	Initial import
2023-07-14 17024	-6.99	Withdraw
2023-04-17	90.50	Initial import
2023-04-17	110.54	Initial import
2023-04-17	1.21	Initial import
2023-06-02 10027	-75.00	Withdraw
2023-04-17	4.08	Initial import
2023-04-17	30.00	Initial import
2023-04-17	20.00	Initial import
2023-04-17	20.50	Initial import
2023-04-17	62.30	Initial import
2023-04-17	15.91	Initial import
2023-07-14 17024	-20.00	Withdraw
2023-04-17	29.57	Initial import
2023-04-17	30.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	40.00	Initial import
2023-04-17	7.40	Initial import
2023-04-17	32.40	Initial import
2023-04-17	20.00	Initial import
2023-04-17	75.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	50.00	Initial import
2023-07-04 15420	-67.53	Withdraw
2023-04-17	17.07	Initial import
2023-04-17	20.00	Initial import
2023-04-17	20.00	Initial import

[illegible]

2023-04-17	2.09	Initial import
2023-04-17	20.00	Initial import
2023-04-17	2.10	Initial import
2023-04-17	25.00	Initial import
2023-04-17	20.00	Initial import
2023-04-17	10.00	Initial import
2023-06-23 13613	-20.01	Withdraw
2023-04-17	20.00	Initial import
2023-04-17	20.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	200.00	Initial import
2023-04-17	7.40	Initial import
2023-08-25 22745	-47.93	Withdraw
2023-04-17	50.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	2.10	Initial import
2023-04-17	50.00	Initial import
2023-04-17	46.66	Initial import
2023-04-17	0.06	Initial import
2023-04-17	30.00	Initial import
2023-04-17	7.40	Initial import
2023-04-17	100.00	Initial import
2023-04-17	1.35	Initial import
2023-04-17	50.00	Initial import
2023-04-17	60.00	Initial import
2023-04-17	7.40	Initial import
2023-04-17	7.99	Initial import
2023-04-17	50.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	0.15	Initial import
2023-04-17	50.00	Initial import
2023-04-17	10.05	Initial import
2023-04-17	50.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	100.00	Initial import

[illegible]

2023-04-17	40.07	Initial import
2023-04-17	40.00	Initial import
2023-04-17	4.20	Initial import
2023-04-17	57.40	Initial import
2023-04-17	8.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	100.00	Initial import
2023-04-19 828	-50.00	Withdraw
2023-04-17	4.35	Initial import
2023-04-17	8.50	Initial import
2023-04-17	20.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	4.31	Initial import
2023-04-17	20.00	Initial import
2023-04-17	20.00	Initial import
2023-04-17	10.00	Initial import
2023-06-06 10825	-21.30	Withdraw
2023-04-17	10.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	0.99	Initial import
2023-04-17	0.99	Initial import
2023-04-17	30.00	Initial import
2023-05-02 4164	-16.06	Withdraw
2023-06-05 10645	-15.00	Withdraw
2023-04-17	20.00	Initial import
2023-04-17	11.55	Initial import
2023-04-17	45.00	Initial import
2023-04-17	13.80	Initial import
2023-04-17	150.00	Initial import
2023-04-17	30.00	Initial import
2023-04-17	4.19	Initial import
2023-04-17	30.00	Initial import
2023-04-17	50.00	Initial import
2023-08-05 20261	-15.70	Withdraw
2023-07-02 14909	-14.77	Withdraw
2023-04-17	50.00	Initial import
2023-04-17	200.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	33.00	Initial import
2023-04-17	10.00	Initial import

[illegible]

2023-04-17	80.00	Initial import
2023-04-17	27.60	Initial import
2023-06-17 12828	-63.90	Withdraw
2023-04-17	0.57	Initial import
2023-04-17	10.00	Initial import
2023-04-17	7.34	Initial import
2023-04-17	80.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	40.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	75.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	20.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	101.60	Initial import
2023-05-08 5329	-34.98	Withdraw
2023-04-17	16.01	Initial import
2023-04-17	50.00	Initial import
2023-04-17	18.80	Initial import
2023-04-17	50.00	Initial import
2023-04-17	150.00	Initial import
2023-04-17	50.00	Initial import
2023-06-03 10184	-30.00	Withdraw
2023-04-17	10.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	0.73	Initial import
2023-04-17	50.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	20.00	Initial import
2023-04-17	2.39	Initial import
2023-04-17	6.43	Initial import
2023-08-05 20261	-50.33	Withdraw
2023-04-17	50.00	Initial import
2023-04-17	29.98	Initial import
2023-04-17	50.00	Initial import
2023-04-17	200.00	Initial import
2023-04-17	20.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	31.40	Initial import
2023-05-21 8169	-25.00	Withdraw
2023-04-17	40.00	Initial import
2023-04-17	100.00	Initial import

[illegible]

2023-04-17	30.00	Initial import
2023-04-17	1.85	Initial import
2023-04-17	1.05	Initial import
2023-04-17	2.03	Initial import
2023-04-17	9.60	Initial import
2023-04-17	50.00	Initial import
2023-05-07 5100	-50.00	Withdraw
2023-04-17	10.60	Initial import
2023-04-17	22.84	Initial import
2023-04-17	20.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	2.10	Initial import
2023-04-17	50.00	Initial import
2023-04-21 1598	-23.92	Withdraw
2023-06-15 12485	-15.50	Withdraw
2023-04-17	20.00	Initial import
2023-06-15 12485	-7.82	Withdraw
2023-04-17	50.00	Initial import
2023-04-17	2.97	Initial import
2023-04-17	20.03	Initial import
2023-04-17	10.00	Initial import
2023-04-17	75.00	Initial import
2023-04-17	30.00	Initial import
2023-04-17	20.00	Initial import
2023-06-24 13646	-48.01	Withdraw
2023-04-17	47.99	Initial import
2023-04-17	10.00	Initial import
2023-04-17	118.01	Initial import
2023-04-17	19.61	Initial import
2023-04-17	7.40	Initial import
2023-04-17	9.55	Initial import
2023-04-17	14.50	Initial import
2023-04-24 2324	-60.06	Withdraw
2023-04-17	10.00	Initial import
2023-04-17	40.00	Initial import
2023-04-17	10.00	Initial import

[illegible]

2023-04-17	67.00	Initial import
2023-04-22 1656	-29.60	Withdraw
2023-04-17	50.00	Initial import
2023-04-17	400.00	Initial import
2023-04-17	20.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	25.58	Initial import
2023-04-17	75.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	25.56	Initial import
2023-04-17	40.00	Initial import
2023-04-17	5.50	Initial import
2023-04-17	4.72	Initial import
2023-04-17	10.00	Initial import
2023-04-17	20.00	Initial import
2023-04-17	88.36	Initial import
2023-04-17	10.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	2.75	Initial import
2023-04-17	10.00	Initial import
2023-07-02 14949	-50.00	Withdraw
2023-04-17	10.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	13.99	Initial import
2023-04-17	17.03	Initial import
2023-04-17	1.32	Initial import
2023-04-17	71.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	4.19	Initial import
2023-04-17	25.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	0.42	Initial import
2023-04-17	73.43	Initial import
2023-04-17	1.91	Initial import
2023-04-17	2.48	Initial import
2023-04-17	30.00	Initial import
2023-04-17	75.00	Initial import
2023-04-17	20.00	Initial import
2023-04-17	50.00	Initial import

[illegible]

2023-04-17	24.00	Initial import
2023-05-09 5651	-50.00	Withdraw
2023-04-17	2.10	Initial import
2023-04-17	20.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	117.73	Initial import
2023-04-17	10.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	0.63	Initial import
2023-06-18 12964	-31.48	Withdraw
2023-04-17	21.45	Initial import
2023-04-17	15.00	Initial import
2023-04-17	2.34	Initial import
2023-04-17	34.06	Initial import
2023-04-17	1.00	Initial import
2023-04-17	24.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	45.63	Initial import
2023-04-17	69.97	Initial import
2023-04-17	20.00	Initial import
2023-04-17	15.00	Initial import
2023-04-17	14.00	Initial import
2023-04-17	20.00	Initial import
2023-04-17	15.00	Initial import
2023-04-17	15.00	Initial import
2023-04-17	15.00	Initial import
2023-04-17	15.00	Initial import
2023-04-17	0.10	Initial import
2023-04-17	15.00	Initial import
2023-04-17	15.00	Initial import
2023-04-17	15.00	Initial import
2023-04-17	15.00	Initial import
2023-04-17	23.42	Initial import
2023-04-17	15.31	Initial import
2023-04-17	100.00	Initial import
2023-07-26 18764	-10.01	Withdraw
2023-04-17	15.00	Initial import
2023-04-17	15.00	Initial import
2023-04-17	58.99	Initial import

[illegible]

2023-04-17	50.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	15.00	Initial import
2023-04-17	60.00	Initial import
2023-04-17	15.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	11.50	Initial import
2023-04-17	15.28	Initial import
2023-04-17	16.10	Initial import
2023-04-17	50.00	Initial import
2023-04-17	75.00	Initial import
2023-05-02 4046	-100.00	Withdraw
2023-04-17	60.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	10.00	Initial import
2023-05-25 8582	-26.50	Withdraw
2023-04-17	100.00	Initial import
2023-08-20 22002	-7.07	Withdraw
2023-07-30 19436	-50.00	Withdraw
2023-04-17	75.00	Initial import
2023-04-17	50.00	Initial import
2023-08-18 21658	-4.01	Withdraw
2023-04-17	35.00	Initial import
2023-06-26 13918	-85.20	Withdraw
2023-08-03 19938	-50.00	Withdraw
2023-05-03 4291	-7.50	Withdraw
2023-04-17	50.00	Initial import
2023-04-17	50.00	Initial import
2023-07-28 19057	-39.87	Withdraw
2023-04-17	100.00	Initial import
2023-04-17	100.00	Initial import
2023-04-17	6.42	Initial import
2023-04-17	100.00	Initial import
2023-04-17	100.00	Initial import
2023-08-13 21218	-21.30	Withdraw
2023-04-17	100.00	Initial import
2023-04-17	60.00	Initial import
2023-08-19 21920	-47.61	Withdraw
2023-04-17	100.00	Initial import
2023-04-17	53.25	Initial import
2023-04-17	150.00	Initial import
2023-04-17	200.00	Initial import

627571005	100	100.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571005	25	25.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571005	25	25.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571005	25	0.00	Deactivate	Cypress Head Golf Club - Shop	
627571005	25	0.00	Deactivate	Cypress Head Golf Club - Shop	Cypress He
627571005	50	0.00	Deactivate	Cypress Head Golf Club - Shop	
627571005	50	0.00	Deactivate	Cypress Head Golf Club - Shop	
627571005	50	0.00	Deactivate	Cypress Head Golf Club - Shop	
627571005	40	0.00	Deactivate	Cypress Head Golf Club - Shop	Cypress He
627571005	10	10.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571005	10	10.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571005	10	10.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571005	10	10.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571005	40	0.00	Deactivate	Cypress Head Golf Club - Shop	Cypress He
627571005	40	40.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571005	50	50.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571005	25	25.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571005	50	50.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571005	25	25.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571005	25	25.00	Active	Cypress Head Golf Club - Shop	Cypress He
627571005	40	0.00	Deactivate	Cypress Head Golf Club - Shop	Cypress He
627571005	25	0.00	Deactivate	Cypress Head Golf Club - Shop	Cypress He
627571005	25	0.00	Deactivate	Cypress Head Golf Club - Shop	Cypress He
627571005	25	0.00	Deactivate	Cypress Head Golf Club - Shop	Cypress He
627571005	25	25.00	Active	Cypress Head Golf Club - Shop	Cypress He
TEST	10	0.00	Deactivate	Cypress HeCypress HeCypress He2023-04-19 598	10.00 Cypress He
		34828.40			

2023-04-17	100.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	25.00	Initial import

2023-04-28 3308	-25.00	Withdraw
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2023-07-05 15617	-40.00	Withdraw
2023-04-17	10.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	10.00	Initial import
2023-04-17	10.00	Initial import
2023-07-08 16202	-40.00	Withdraw
2023-04-17	40.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	50.00	Initial import
2023-04-17	25.00	Initial import
2023-04-17	25.00	Initial import
2023-08-04 20056	-0.38	Withdraw
2023-06-07 10998	-25.00	Withdraw
2023-04-28 3198	-25.00	Withdraw

2023-04-17	25.00	Initial import
2023-04-19 Never paid	-10.00	Withdraw

GL	34875.74
Variance	-47.34

Customer	Email	Balance
Nino DO NOT USE (ninodipalito@gmail.com) Dipilato	dinkle215@	0.00
Dennis Martzall	den31@gr	56.00
Richard Risser	rarisser@c	0.00
Kevin Walters	kevinwalte	63.00
Dan Hunter	danhun22@	1.59
Gil Newkirk	gilfishes@	11.00
David Will	dlwill1507	18.16
John Sevcik	jgsev88@g	0.00
Mark Mano	superstarn	0.00
John Reppert	jreppert@	20.00
Dave Thurlow	dandsthur	0.00
Steve Lind	steve2037	18.00
Ed Unks	edunks@g	38.00
Tim Hill	hill.timoth	0.00
Tom Richard	trich22049	0.00
Jim Ohara	giantsfan1	1.33
John Moss	john.moss	213.71
Jim Glor	marinerec	241.75
Barbara Favicchio	barbarafav	16.00
Will Dills	willdills22@	71.00
Don Crippen	doncrippen	5.50
Phil Craig	777pcraig@	6.97
Paula Colvin	paulacolvin	6.65
Frank Calore	frankcalore	20.00
Bart Bassett	bartbasset	260.48
Scott Wustrow	wswustrov	405.35
Bill Whitley	quorn1999	31.00
David Westberry	hopp2@ac	11.00
Jim Wescoat	jim.wescoa	169.86
Kevin Walters	kevin.d.wa	129.98
Jim Mga Walsh	eyeonohs@	416.04
Dick Vineyard	rvineyard1	0.00
Frank Villani	hanknorm	9.54
Ginny Veracka	jveracka@	9.00
Doug "roy" Vaughn	douggie2@	2.48
Robert Urrutia	rbtdar@hc	12.00
Jeff Trout	jeff@timb	167.00
Bob Trax	mm1derfu	33.00
Deb Tordeur	jerndebbie	3.84
David Thurlow	dandsthur	10.00
Larry (mga) Thompson	l.ltom@ha	64.66

Charles Thibodeau	tippytoes5	30.00
Jane Taylor	jtaylor072	8.54
Stacey Swilley	sswilley@t	21.00
Joe Swihart	joesgolfer	99.83
Bob Strazar	bstrazar@	200.00
Kevin Mga Stover	stoverk55	94.71
Glenn Smith	belranhon	108.46
Joe Sheehan	alkhall56@	0.03
Bill Schieder	eugesh@c	122.32
Bill Schell	bschell2@	14.21
Ron Sanders	rs1667@a	63.41
James Salyers	jsalyers@s	16.00
Jeff (mga) Ryan	757jar@cf	69.88
David E. Rowland	bestest62	11.00
Paul Rousan	rousanjr@	43.47
Dan Ritchie	dackritchie	71.00
Lynn Rill	rill.lynn@g	103.00
William Rieger	nrieg42@c	211.41
Lew Rice	lewsworks	143.00
Gary Reddick	gdreddick	75.63
Ray Pinkley	wrpbsp@c	43.91
Mitchell Pietras	mmpietras	42.00
Ronald Perry	vinip1@hc	33.76
Lee Pereksta	hunterleep	26.35
Bill Peebles	wpeebles@	80.11
Manny Pedraza Sr	manuelpe	36.00
Rich Jr. Parthemore	rpartth13	10.00
Dave Padley	dave_padl	0.00
Leonard Olszewski	lenograce	85.42
Mike Olson	molson67	13.00
Andrew Norman	andrewno	32.00
Jill Nedorostek	jnedoroste	13.00
Jack Nedorostek	jnedoroste	124.77
Jack Narhi	pnarhi@gv	51.96
Norbert Muench	m1n_mue	165.00
Hank Miller	hankmarg	56.17
Tony-Mga Miller	miller1715	98.00
Phillip Mele	melemout	295.66
John Jr Medunic	johnjoejr2	0.00
Ron Medhurst	ronaldmec	128.96
Phil Meagley	philmeagle	138.00
Gary McNamee	garymc27	246.00

Bruce McKnight	bmck64@l	18.57
Jay McDonald	jay.mcdon	0.00
Thomas Mga McDonald	tmcdonald	74.21
Billie McCullough	mcculloug	102.38
Aldo Marino	aldoivm@i	82.07
Nick Marino	nick@ther	25.00
Joe Mannarino	jsmannarin	158.32
Susan Lowe	realassist4	38.02
Ed (mga) Lewandowski	eddielew4	0.00
Lynda Lee	lynlee629@	39.40
Richard Lee	richbgone@	45.00
Tommy Lee	lyntoml@a	226.08
Steve Larkins	slark1949@	62.20
Peter Koutsos	pjkoutsos@	25.00
Dennis Knox	d.knox@w	10.00
Ron Mga Jones	rnjones1@	21.00
Wayne Johnston	w-s-johnst	177.33
Jesse Johnson	jesse.mica	6.25
Kj "ken" Johnson	kenandcar	160.90
Jeff Janis	arnie01@c	0.00
Dan Hunter	danreg505	14.70
Brian Mga Hunt	flcutter352	5.59
Ken Humbert	kathyken1	42.17
Gary Howard	ghowardal	120.73
Duane Hluchan	duanehluc	177.20
Kevin Hannah	kevinhpub	286.86
Dave Hands	lyndyloo19	0.00
George Hamvay	skippy98@	34.94
Sandy Gullo	csgullo@c	27.00
Mark (coach Acct) Grose	grosegolf@	25.00
Bobby Greene	rgreene64	40.52
John Greco	jgreco311@	47.00
Brian Goymour	tamifieldb	33.55
Ray Geiger	geigerrj2@	10.00
Pat Garrigan	garrigpt@i	26.99
Bill Gall	gall.bill@y	5.00
Tim Fry	frytl@hotr	29.00
Norm Fry	normanfry	53.60
Rodney Floyd	rfloyde19@	88.14
Robert Finnick	finnicks@t	67.51
Victor Finnemore	dvfinny@g	101.00
Bill Ferguson	wferguson	50.97

Guy Favicchio	gnfavicchio	0.00
Lewis Ernest	lwnest@	47.00
Larry Engelking	lrengelking	10.00
Bob Duquette	robduke60	138.00
Rich Donnelly	richned@k	10.00
Herb Dodson	judyboschi	0.00
Nino Dipilato	ninodipalit	17.82
Tony Delmonte	proftony@	199.64
Jeff Dayton	jdayton@k	0.00
John Como	tjcomo@g	60.00
Paul Clow	pclow3@y	45.00
Vince Chostner	vrchostner	5.00
Carol Chostner	happycam	16.00
Joe Cervone	jcervonejr	54.19
Mike Carney	lcarney111	31.81
Daniel Campbell	dsoup1050	28.58
Alan Cameron	cameron50	15.00
Ronald Burdette	rb68tb@a	8.00
Grace Brideau	geewiles@	20.00
Gary Brideau	gtbhog@g	92.00
Beverly Breveglieri	bevbrev@	10.50
Jeff Bragg	braggspair	10.86
John Bordewick	jbbordewi	5.00
Patricia Bonnell	billbaroo@	25.00
Bill Bonnell	billbaroo@	240.00
Ray Blair	refblair650	12.00
Robert Black	golftepar	5.74
Lawrence Bishop	lbishop@k	83.43
Jesse (hank) Bird	jbird99999	12.97
Mike Biagioni	mbiagioni0	12.00
Bill Beyer	willbeyer0	132.90
Barb Benedict	brucebene	45.02
Mike Bazanos	mabazano	232.00
Greg Bartelmay	bartelmay	20.00
Mike Bagnato	mtbagnato	35.57
Kevin Aylwin	kevinaylwi	118.15
Al Angelone	alrunner@c	34.59
Susan Alosky	sjagolf18@	1.53
Joe Alosky	jjagolf18@	5.08
Thom Allen	allen_thom	0.00
Frank Alexander	frankalex0	15.00
Bob Aguzzi	raguzzi196	120.64

Tony Addeo	aaddeo10:	0.00
Michael Hunter	michael.hu	0.00
MGA Prize Account		556.38
		10,862.46

GL	10,799.70
Variance	62.76

Single				Oct	Nov	Dec
Campion, Tom	1241259	Leg/Sin/Trail	\$1,503.29	\$125.27	\$125.27	\$125.27
Engel, Judy	1241260	Leg Single Only	\$1,503.29	\$125.27	\$125.27	\$125.27
Grose, Mark	1241261	Legacy Single Only	\$1,503.29	\$125.27	\$125.27	\$125.27
Johnson, Kj "ken"	1241263	Leg/Sin/Trl	\$1,503.29	\$125.27	\$125.27	\$125.27
Lee, Richard	1241264	Leg/Sin/Trl	\$1,503.29	\$125.27	\$125.27	\$125.27
Newcomer, Dotty	1241265	Legacy Single Only	\$1,503.29	\$125.27	\$125.27	\$125.27
Reppert, John	1241266	Leg/Sin	\$1,503.29	\$125.27	\$125.27	\$125.27
Rieger, William	1241267	Leg/Sin/Trl	\$1,503.29	\$125.27	\$125.27	\$125.27
Schell, Bill	1241268	Leg/Sin/Trl	\$1,503.29	\$125.27	\$125.27	\$125.27
Schroeter, George	1241276	Legacy Single Only	\$1,503.29	\$125.27	\$125.27	\$125.27
Thibodeau, Charles	1241278	Leg/Sin/Trl	\$1,503.29	\$125.27	\$125.27	\$125.27
Tracy, Ken	1241279	Leg/Sin/Trl	\$1,503.29	\$125.27	\$125.27	\$125.27
Vaughn, Doug "roy"	1241280	Leg/Sin/6mthTrl	\$1,503.29	\$125.27	\$125.27	\$125.27
Double						
Alosky, Joe	1241281	Leg/Dbl/Trl	\$2,088.38	\$174.03	\$174.03	\$174.03
Bonnell, Bill	1241282	Leg/Dbl/Trl	\$2,088.38	\$174.03	\$174.03	\$174.03
Olszewski, Leonard	1241283	Leg/Dbl/Trl	\$2,088.38	\$174.03	\$174.03	\$174.03
Salyers, James	1241286	Leg/Dbl/Trl	\$2,088.38	\$174.03	\$174.03	\$174.03
Sanders, Ron	1241287	Leg/Dbl/Trl	\$2,088.38	\$174.03	\$174.03	\$174.03
Smith, Kate	1241277	Leg/Sin/Trl	\$1,747.38	\$174.03	\$174.03	\$174.03
				\$31,732.05		
Total Annual			\$31,732.05	\$31,732.05	\$29,059.30	\$26,386.54
Monthly Def Rev			\$0.00	\$2,672.75	\$2,672.75	\$2,672.75
Monthly Balance			\$31,732.05	\$29,059.30	\$26,386.54	\$23,713.79

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27	\$125.27
\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03
\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03
\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03
\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03
\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03	\$174.03
\$174.03	\$174.03	\$125.31	\$125.31	\$125.31	\$125.31	\$125.31	\$125.31
\$23,713.79	\$21,041.03	\$18,368.28	\$15,744.25	\$13,120.21	\$10,496.18	\$7,872.14	\$5,248.11
\$2,672.75	\$2,672.75	\$2,624.03	\$2,624.03	\$2,624.03	\$2,624.03	\$2,624.03	\$2,624.03
\$21,041.03	\$18,368.28	\$15,744.25	\$13,120.21	\$10,496.18	\$7,872.14	\$5,248.11	\$2,624.07

Sep

\$125.27
\$125.27
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\$125.27

\$174.03
\$174.03
\$174.03
\$174.03
\$174.03
\$125.31

\$2,624.07
\$2,624.03
\$0.04

Single				Oct	Nov	Dec	Jan
Aguzzi, Bob	1241288	Cyp/Sin/Trl	\$2,217.08	184.76	184.76	184.76	184.76
Fry, Norm	1241289	Cyp/Sin/Trl	\$2,217.08	184.76	184.76	184.76	184.76
Hill, Tim Mga	1241290	Cyp/Sin/Trl	\$2,217.08	184.76	184.76	184.76	184.76
Lee, Tommy	1241292	Cypress Single Only	\$2,217.08	184.76	184.76	184.76	184.76
Lindeke, Dick	1241293	Cypress Single Only	\$2,217.08	184.76	184.76	184.76	184.76
McKnight, Bruce	1241295	Cypress Single Only	\$2,217.08	184.76	184.76	184.76	184.76
Nass, Rich	1241298	Cyp/Sin/Trl	\$2,217.08	184.76	184.76	184.76	184.76
Ryan, Rick	1241300	Cypress Single Only	\$2,217.08	184.76	184.76	184.76	184.76
Saunders, Keith	1258587	Cypress Single Only	\$2,035.00		185.00	185.00	185.00
Walsh, Jim Mga	1241302	Cypress Single Only	\$2,217.08	184.76	184.76	184.76	184.76
Double							
Brideau, Gary	1241304	Cyp/Dbl/Trl	\$3,514.88	292.91	292.91	292.91	292.91
Ferguson, Bill&Diana	1270495	Cyp/Dbl/Trl	\$2,636.16				292.91
Nedorostek, Jack	1241305	Cyp/Dbl/Trl	\$3,514.88	292.91	292.91	292.91	292.91
Wescoat, Jim	1241303	Cyp/Dbl/Trl	\$3,514.88	292.91	292.91	292.91	292.91
			\$35,169.52				
Total Annual			\$35,169.52	35169.52	32627.99	29901.46	27174.93
Monthly Def Rev			\$0.00	2541.53	2726.53	2726.53	3019.44
Monthly Balance			\$35,169.52	32627.99	29901.46	27174.93	24155.49

Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
184.76	184.76	184.76	184.76	184.76	184.76	184.76	184.76
184.76	184.76	184.76	184.76	184.76	184.76	184.76	184.76
184.76	184.76	184.76	184.76	184.76	184.76	184.76	184.76
184.76	184.76	184.76	184.76	184.76	184.76	184.76	184.76
184.76	184.76	184.76	184.76	184.76	184.76	184.76	184.76
184.76	184.76	184.76	184.76	184.76	184.76	184.76	184.76
184.76	184.76	184.76	184.76	184.76	184.76	184.76	184.76
184.76	184.76	184.76	184.76	184.76	184.76	184.76	184.76
185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00
184.76	184.76	184.76	184.76	184.76	184.76	184.76	184.76
292.91	292.91	292.91	292.91	292.91	292.91	292.91	292.91
292.91	292.91	292.91	292.91	292.91	292.91	292.91	292.91
292.91	292.91	292.91	292.91	292.91	292.91	292.91	292.91
292.91	292.91	292.91	292.91	292.91	292.91	292.91	292.91
24155.49	21136.05	18116.61	15097.17	12077.73	9058.29	6038.85	3019.41
3019.44	3019.44	3019.44	3019.44	3019.44	3019.44	3019.44	3019.44
21136.05	18116.61	15097.17	12077.73	9058.29	6038.85	3019.41	-0.03

Full Year	ticket	typ	amount	Oct	Nov	Dec
Aguzzi, Bob	1241288	Cyp/Sin/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Alosky, Joe	1241281	Leg/Dbl/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Bagnato, Mike	1241306	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Benedict, Barb	1241307	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Boggs, Gene	1271498	Trail Fee Only	\$1,653.75			
Bonnell, Bill	1241282	Leg/Dbl/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Borloglou, Gene	1241309	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Brideau, Gary	1241304	Cyp/Dbl/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Campion, Tom	1241259	Leg/Sin/Trail	\$1,653.75	\$137.81	137.8125	137.8125
Colby, Carole	1241311	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Delmonte, Tony	1241312	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Dipilato, Nino	1241313	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Favicchio, Guy	1241315	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Ferguson, Bill	1241316	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Fry, Norm	1241289	Cyp/Sin/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Henchar, Judy	1241317	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Hill, Tim Mga	1241290	Cyp/Sin/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Hoebing, Bob	1241318	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Howard, Gary	1241319	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Johnson, Kj "ken"	1241263	Leg/Sin/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Lee, Richard	1241264	Leg/Sin/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Marino, Aldo	1241321	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
McMahon, Tim	1241322	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Miller, Don	1241323	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Nass, Rich	1241298	Cyp/Sin/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Nedorostek, Jack	1241305	Cyp/Dbl/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Olszewski, Leonard	1241283	Leg/Dbl/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Perry, Ronald	1241327	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Prather, Norm	1241328	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Rieger, William	1241267	Leg/Sin/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Rill, Lynn	1241329	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Ritchie, Dan	1241332	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Salyers, James	1241286	Leg/Dbl/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Sanders, Ron	1241287	Leg/Dbl/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Schell, Bill	1241268	Leg/Sin/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Schieder, Bill	1241275	Cyp/Sin/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Sheehan, Joe	1241334	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Simunac, Tony	1241335	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Smith, Kate	1241277	Leg/Sin/Trl	\$1,103.75	\$137.81	137.8125	137.8125
Speidel, Betsy	1241337	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Taylor, Jane	1241341	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Thibodeau, Charles	1241278	Leg/Sin/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Trout, Jeff	1241342	Trail Fee Only	\$1,653.75	\$137.81	137.8125	137.8125
Wescoat, Jim	1241303	Cyp/Dbl/Trl	\$1,653.75	\$137.81	137.8125	137.8125
Six Months Only						

Estes, George	1254673	Trail Fee 6 Mths Only	\$992.25	\$165.38	\$165.38	\$165.38
Goymour, Brian	1257970	Trail Fee 6 Mths Only	\$992.25		\$165.38	\$165.38
Lind, Steve	1241320	Trail Fee 6 Mths Only	\$992.25	\$165.38	\$165.38	\$165.38
Carter, Mark	1271047	Trail Fee 6 Mths Only	\$992.25			
Norcross, Jan	1241324	Trail Fee 6 Mths Only	\$992.25	\$165.38	\$165.38	\$165.38
Schroeter, George	1245212	Trail Fee 6 Mths Only	\$992.25	\$165.38	\$165.38	\$165.38
Sweet, Tim	1257107	Trail Fee 6 Mths Only	\$992.25		\$165.38	\$165.38
Tracy, Ken	1254682	Trail Fee 6 Mths Only	\$992.25	\$165.38	\$165.38	\$165.38
Vaughn, Jeff	1241343	Trail Fee 6 Months Only	\$992.25	\$165.38	\$165.38	\$165.38
Walters, Kevin	1258489	Trail Fee 6 Months Only	\$992.25			
			\$82,137.50			
Total Annual			\$82,137.50	82137.5	75219.31	67970.38
Monthly Def Rev			\$0.00	\$6,918.19	\$7,248.94	\$7,248.94
Monthly Balance			\$82,137.50	75219.31	67970.38	60721.44

[illegible]

\$165.38	\$165.38	\$165.38			
\$165.38	\$165.38	\$165.38	\$165.38		
\$165.38	\$165.38	\$165.38			
\$165.38	\$165.38	\$165.38	\$165.38	\$165.38	\$165.38
\$165.38	\$165.38	\$165.38			
\$165.38	\$165.38	\$165.38			
\$165.38	\$165.38	\$165.38	\$165.38		
\$165.38	\$165.38	\$165.38			
\$165.38	\$165.38	\$165.38			
			\$992.27		

60721.44	53123.38	45525.31	38005.83	30486.31	24289.83	18093.34	12062.23	6031.123
\$7,598.06	\$7,598.06	\$7,519.48	\$7,519.52	\$6,196.49	\$6,196.49	\$6,031.11	\$6,031.11	\$6,031.11
53123.38	45525.31	38005.83	30486.31	24289.83	18093.34	12062.23	6031.123	0.015

ID	Date	Qty	Retail	Subtotal	Discount	Tax	Customer	Source
20599	08/08/23	1	321.85	321.85	0	0.065	Randall Bodkin	
22783	08/25/23	1	2327.94	2327.94	0	0.065	Bob Aguzzi	
22784	08/25/23	1	2327.94	2327.94	0	0.065	Norm Fry	
22785	08/25/23	1	2327.94	2327.94	0	0.065	Tim Mga Hill	
22786	08/25/23	1	2327.94	2327.94	0	0.065	Thomas Lee	
22787	08/25/23	1	2327.94	2327.94	0	0.065	Dick Lindeke	
22788	08/25/23	1	2327.94	2327.94	0	0.065	Bruce McKnight	
22789	08/25/23	1	2327.94	2327.94	0	0.065	Richard Nass	
22790	08/25/23	1	2327.94	2327.94	0	0.065	Rick Ryan	
22791	08/25/23	1	2327.94	2327.94	0	0.065	Keith Saunders	
22792	08/25/23	1	2327.94	2327.94	0	0.065	Jim Mga Walsh	
22869	08/25/23	1	2327.94	2327.94	0	0.065	Randall Bodkin	
			25929.19					

ID	Date	Qty	Retail	Subtotal	Discount	Tax	Customer	Source
22793	08/25/23	1	3690.63	3690.63	0	0.065	Gary Brideau	
22794	08/25/23	1	3690.63	3690.63	0	0.065	Bill Ferguson	
22795	08/25/23	1	3690.63	3690.63	0	0.065	Jack Nedorostek	
22796	08/25/23	1	3690.63	3690.63	0	0.065	James Wescoat	
			14762.52					

Total	40691.71
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Work Order Internal Note

Work Order Internal Note

ID	Date	Qty	Retail	Subtotal	Discount	Tax	Customer	Source
22738	8/25/2023	1	1578.46	1578.46	0	0.065	Judy Engel	
22739	8/25/2023	1	1578.46	1578.46	0	0.065	Mark Grose	
22741	8/25/2023	1	1578.46	1578.46	0	0.065	Kj "Ken" Johnson	
22743	8/25/2023	1	1578.46	1578.46	0	0.065	Richard Lee	
22744	8/25/2023	1	1578.46	1578.46	0	0.065	Dotty Newcomer	
22760	8/25/2023	1	1578.46	1578.46	0	0.065	John Reppert	
22761	8/25/2023	1	1578.46	1578.46	0	0.065	William Rieger	
22762	8/25/2023	1	1578.46	1578.46	0	0.065	Bill Schell	
22763	8/25/2023	1	1578.46	1578.46	0	0.065	George Schroeter	
22769	8/25/2023	1	1578.46	1578.46	0	0.065	Charles Thibodeau	
22770	8/25/2023	1	1578.46	1578.46	0	0.065	Ken Tracy	
22774	8/25/2023	1	1578.46	1578.46	0	0.065	Doug "Roy" Vaughn	
22782	8/25/2023	1	1578.46	1578.46	0	0.065	Kate Smith	
			20519.98					

ID	Date	Qty	Retail	Subtotal	Discount	Tax	Customer	Source
22630	8/24/2023	1	2192.8	2192.8	0	0.065	Tom Campion	
22775	8/25/2023	1	2192.8	2192.8	0	0.065	Joe Alosky	
22776	8/25/2023	1	2192.8	2192.8	0	0.065	Bill Bonnell	
22778	8/25/2023	1	2192.8	2192.8	0	0.065	Leonard Olszewski	
22779	8/25/2023	1	2192.8	2192.8	0	0.065	James Salyers	
22781	8/25/2023	1	2192.8	2192.8	0	0.065	Ron Sanders	
			13156.8					
		Total	33676.78					

Work Order Internal Note

Work Order Internal Note

ID	Date	Qty	Retail	Subtotal	Discount	Tax	Customer
22630	8/24/2023	1	1736.44	1736.44	0	0.065	Tom Campion
22741	8/25/2023	1	1736.44	1736.44	0	0.065	Kj "Ken" Johnson
22743	8/25/2023	1	1736.44	1736.44	0	0.065	Richard Lee
22761	8/25/2023	1	1736.44	1736.44	0	0.065	William Rieger
22762	8/25/2023	1	1736.44	1736.44	0	0.065	Bill Schell
22769	8/25/2023	1	1736.44	1736.44	0	0.065	Charles Thibodeau
22770	8/25/2023	1	1736.44	1736.44	0	0.065	Ken Tracy
22775	8/25/2023	1	1736.44	1736.44	0	0.065	Joe Alosky
22776	8/25/2023	1	1736.44	1736.44	0	0.065	Bill Bonnell
22778	8/25/2023	1	1736.44	1736.44	0	0.065	Leonard Olszewski
22779	8/25/2023	1	1736.44	1736.44	0	0.065	James Salyers
22781	8/25/2023	1	1736.44	1736.44	0	0.065	Ron Sanders
22782	8/25/2023	1	1736.44	1736.44	0	0.065	Kate Smith
22783	8/25/2023	1	1736.44	1736.44	0	0.065	Bob Aguzzi
22784	8/25/2023	1	1736.44	1736.44	0	0.065	Norm Fry
22785	8/25/2023	1	1736.44	1736.44	0	0.065	Tim Mga Hill
22789	8/25/2023	1	1736.44	1736.44	0	0.065	Richard Nass
22793	8/25/2023	1	1736.44	1736.44	0	0.065	Gary Brideau
22794	8/25/2023	1	1736.44	1736.44	0	0.065	Bill Ferguson
22795	8/25/2023	1	1736.44	1736.44	0	0.065	Jack Nedorostek
22796	8/25/2023	1	1736.44	1736.44	0	0.065	James Wescoat
22797	8/25/2023	1	1736.44	1736.44	0	0.065	Mike Bagnato
22799	8/25/2023	1	1736.44	1736.44	0	0.065	Barb Benedict
22800	8/25/2023	1	1736.44	1736.44	0	0.065	Gene Boggs
22802	8/25/2023	1	1736.44	1736.44	0	0.065	Gene Borloglou
22804	8/25/2023	1	1736.44	1736.44	0	0.065	Carole Colby
22805	8/25/2023	1	1736.44	1736.44	0	0.065	Tony Delmonte
22817	8/25/2023	1	1736.44	1736.44	0	0.065	Nino Dipilato
22821	8/25/2023	1	1736.44	1736.44	0	0.065	Guy Favicchio
22824	8/25/2023	1	1736.44	1736.44	0	0.065	Bill Ferguson
22831	8/25/2023	1	1736.44	1736.44	0	0.065	Judy Henchar
22833	8/25/2023	1	1736.44	1736.44	0	0.065	Bob Hoebing
22834	8/25/2023	1	1736.44	1736.44	0	0.065	Gary Howard
22837	8/25/2023	1	1736.44	1736.44	0	0.065	Aldo Marino
22839	8/25/2023	1	1736.44	1736.44	0	0.065	Jean McMahon
22840	8/25/2023	1	1736.44	1736.44	0	0.065	Don Miller
22842	8/25/2023	1	1736.44	1736.44	0	0.065	Ronald Perry
22843	8/25/2023	1	1736.44	1736.44	0	0.065	Norm Prather
22845	8/25/2023	1	1736.44	1736.44	0	0.065	Lynn Rill
22846	8/25/2023	1	1736.44	1736.44	0	0.065	Dan Ritchie
22848	8/25/2023	1	1736.44	1736.44	0	0.065	Bill Schieder
22853	8/25/2023	1	1736.44	1736.44	0	0.065	Joe Sheehan
22854	8/25/2023	1	1736.44	1736.44	0	0.065	Tony Simunac
22856	8/25/2023	1	1736.44	1736.44	0	0.065	Betsy Speidel
22858	8/25/2023	1	1736.44	1736.44	0	0.065	Jane Taylor
22862	8/25/2023	1	1736.44	1736.44	0	0.065	Jeff Trout

22869	8/25/2023	1	1736.44	1736.44	0	0.065	Randall Bodkin
23101	8/28/2023	-1	1736.44	-1736.44	0	0.065	Bill Ferguson
23669	9/1/2023	-1	(\$1,736.44)	(\$1,736.44)	\$0.00	6.50%	Kate Smith
25033	9/7/2023	-1	(\$1,736.44)	(\$1,736.44)	\$0.00	6.50%	Ken Tracy
				79876.24			

ID	Date	Qty	Retail	Subtotal	Discount	Tax	Customer
20599	8/8/2023	1	288.04	288.04	0	0.065	Randall Bodkin
22774	8/25/2023	1	1041.87	1041.87	0	0.065	Doug "Roy" Vaughn
22803	8/25/2023	1	1041.87	1041.87	0	0.065	Mark Carter
22825	8/25/2023	1	1041.87	1041.87	0	0.065	Brian Goymour
22836	8/25/2023	1	1041.87	1041.87	0	0.065	Steve Lind
22851	8/25/2023	1	1041.87	1041.87	0	0.065	George Schroeter
22857	8/25/2023	1	1041.87	1041.87	0	0.065	Tim Sweet
22866	8/25/2023	1	1041.87	1041.87	0	0.065	Jeff Vaughn
22868	8/25/2023	1	1041.87	1041.87	0	0.065	Kevin Walters
				8623			
		Total		88499.24			

Source Work Order Internal Note

Source Work Order Internal Note

Def Revenue Summary

Variance

Legacy Passes Current	\$2,624.07				
Legacy Passes 2024	\$33,676.78				Will correct
Legacy Total Aug 2023	\$36,300.85	GL	36300.90	(\$0.05)	
Cypress Passes Current	\$3,019.41				
Cypress Passes 2024	\$40,691.71				
Cypress Total Aug 2023	\$43,711.12	GL	43711.11	\$0.01	
Trail Passes Current	\$6,031.12				
Trail Passes 2024	\$88,499.24				
Trail Total Aug 2023	\$94,530.36	GL	94530.57	(\$0.21)	

t at Month end September to finish FY2023

Cypress Head Golf Club
Retained Earnings Roll Forward
August 31, 2023
49020-5950-900

G/L Balance Prior Period	199.13
G/L Balance June 30, 2023	199.13
Variance	-



September 19, 2023

Robin Fenwick
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for August 2023 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING AUGUST 2023								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 61,992	\$ 44,920	\$ 17,072		\$ 1,103,111	\$ 938,766	\$ 927,536	\$ 164,345
Cart Fees	\$ 37,512	\$ 34,470	\$ 3,042		\$ 572,191	\$ 494,900	\$ 547,752	\$ 77,291
Range	\$ 4,384	\$ 3,200	\$ 1,184		\$ 64,298	\$ 48,900	\$ 49,334	\$ 15,398
Pro- Shop Revenues	\$ 29,311	\$ 7,270	\$ 22,041		\$ 295,570	\$ 121,900	\$ 142,436	\$ 173,670
City Surcharge R/R	\$ 2,554	\$ 2,400	\$ 154		\$ 38,218	\$ 35,900	\$ 37,921	\$ 2,318
Total Revenue	\$ 135,753	\$ 92,260	\$ 43,493		\$ 2,073,388	\$ 1,640,366	\$ 1,704,979	\$ 433,022
Cost of Sales	\$ 19,763	\$ 4,224	\$ 15,539		\$ 189,176	\$ 65,728	\$ 75,268	\$ 123,448
Merchandise	\$ 19,763	\$ 4,224	\$ 15,539	72%	\$ 189,176	\$ 65,728	\$ 75,268	\$ 123,448 72%
Gross Margin	\$ 115,990	\$ 88,036	\$ 27,954		\$ 1,884,212	\$ 1,574,638	\$ 1,629,711	\$ 309,574
Total Payroll	\$ 82,903	\$ 74,537	\$ 8,366		\$ 898,636	\$ 811,422	\$ 773,233	\$ 87,214
Total Operating Expenses	\$ 73,024	\$ 57,307	\$ 15,717		\$ 767,161	\$ 643,462	\$ 604,036	\$ 123,699
EBITDA	\$ (39,937)	\$ (43,808)	\$ 3,871		\$ 218,415	\$ 119,754	\$ 252,442	\$ 98,661
Other Expenses	\$ 6,400	\$ 6,434	\$ (34)		\$ 70,274	\$ 70,774	\$ 69,382	\$ (500)
Management Fee	\$ 6,400	\$ 6,434	\$ (34)		\$ 70,274	\$ 70,774	\$ 69,382	\$ (500)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 1,051	\$ 1,051	\$ 1,051	\$ -
Net Cash From Ops	\$ (46,337)	\$ (50,242)	\$ 3,905		\$ 148,141	\$ 48,980	\$ 183,060	\$ 99,161
Rounds								
Total Rounds	3,263	2,757	506		48,941	41,900	47,532	7,041
Paid Rounds	2,669	2,133	536		42,332	35,165	40,576	7,167
Avg. GF/CF Total rounds	\$30.49	\$28.80	\$ 1.70		\$34.23	\$34.22	\$31.04	\$ 0.01
Avg. GF/CF Paid rounds	\$37.28	\$37.22	\$ 0.06		\$39.58	\$40.77	\$36.36	\$ (1.19)
Avg. Merchandise/round	\$8.98	\$2.64	\$ 6.35		\$6.04	\$2.91	\$3.00	\$ 3.13

Overview:

- Total revenues for August finished well ahead of projected budget for the month. With 6.78" of rain recorded in August (mostly afternoon thunderstorms), the golf course realized 2 unplayable days, and 6 others significantly affected by intermittent weather and cart paths only. The average high temperatures were 92.1 degrees, almost 2 degrees warmer than August 2022. Also, we aerated greens on August 8th, creating a lighter tee sheet for the ensuing week. Total Revenues came in at \$135.8K and exceeded budget by 47%. We played 3,263 total rounds to a budget of 2,757 (over by 506).
- Total Payroll for the month was \$82.9K, over by \$8.4K. Total Operating Expenses were \$73K, over by \$15.7K.
- Rounds exceeded budget by 18%, range revenue (\$4.4K) exceeded budget by \$1.2K, with several days of closure due to wet conditions.
- Exceeded EBITDA projections by \$3.9K and Net Income exceeded budget by \$3.9KK, even with all the weather interruptions.

CAPEX Projects:

Our CAPEX plan for 2024 has been submitted. We are working on getting our replacement equipment schedule dialed in as the supply chain remains very back logged.

Tee Sheet Activity:

- There were 3,263 total rounds for the month which included 2,669 paid rounds, 336 Annual Pass rounds and 258 other rounds. These numbers reflect an 18% increase over budget and 4% more than prior year.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website and GolfNow.
- Player Assistants continue to be scheduled and mentored. Also, Starters have been implemented on busier days to control the flow of play off the first tee. They have been delivering ice water and ice-cold scented towelettes to our guests during the extremely hot days.

AUGUST 2023 and YTD Rounds Mix

Type	Actual	Budget	Month -PY	YTD	YTD- Budg	YTD - PY
PAID	2,669	2,133	2,583	42,332	35,165	40,576
ANNUAL	336	444	307	3,825	4,329	4,095
OTHER	258	180	233	2,784	2,406	2,861
TOTAL ROUNDS	3,263	2,757	3,123	48,941	41,900	47,532

Course & Grounds

- Our Superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head, and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.
- We saw 6.78" of rain in August, significantly affecting 2 days with 7 more affected by cart path only and costing us about 400+ rounds.
- We performed our August greens aeration on August 8th. The process went smoothly, and the recovery time was 1 week.
- We continue to be challenged with our bunker drainage. We spent many hours prepping them after they were washed out by heavy rainfall.

Golf Shop/Carts

- The Golf Shop is looking great and stocked completely with all of our golfers needs (and wants). We exceeded budgeted Golf Shop sales by \$22K in August.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. The relatively new fleet of golf carts are performing nicely with just some minor repairs occasionally.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded \$840 in lessons in August. With very hot temperatures, lessons continued to be somewhat slower.

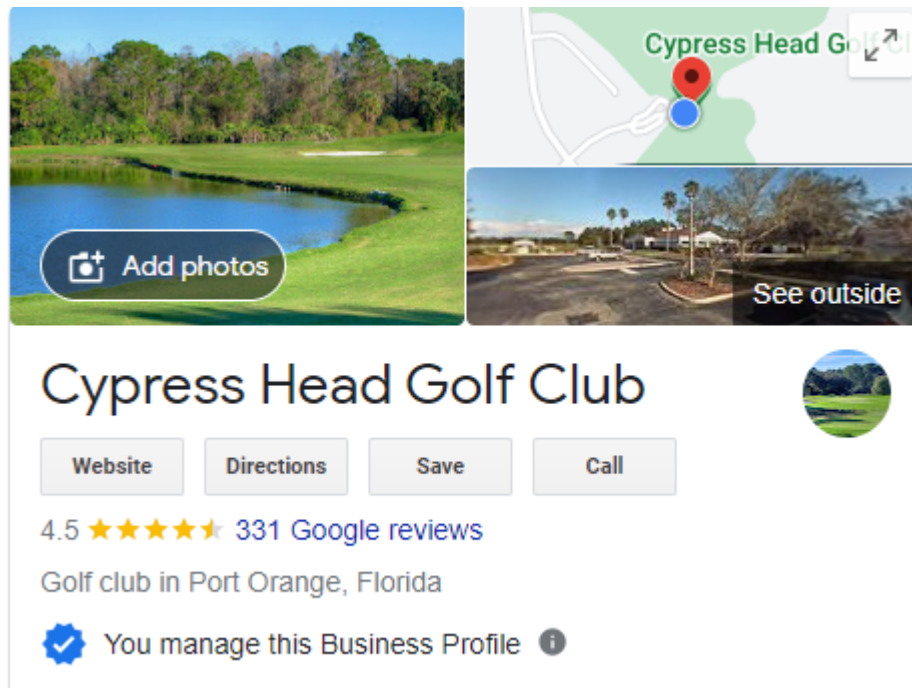
- The MGA and the WGA have continued their league play for the month and we have seen an increase in players as a result of incredible course conditions and an influx of new home purchases in the area.
- We hosted no large tournaments, some small outings and leagues in August with 225 players, generating \$3.3K in revenue (under budget by \$3.7K) and rave reviews from the participants. YTD, our tournament pace is over budget by 20%, or \$33.9K.

Marketing and Sales:

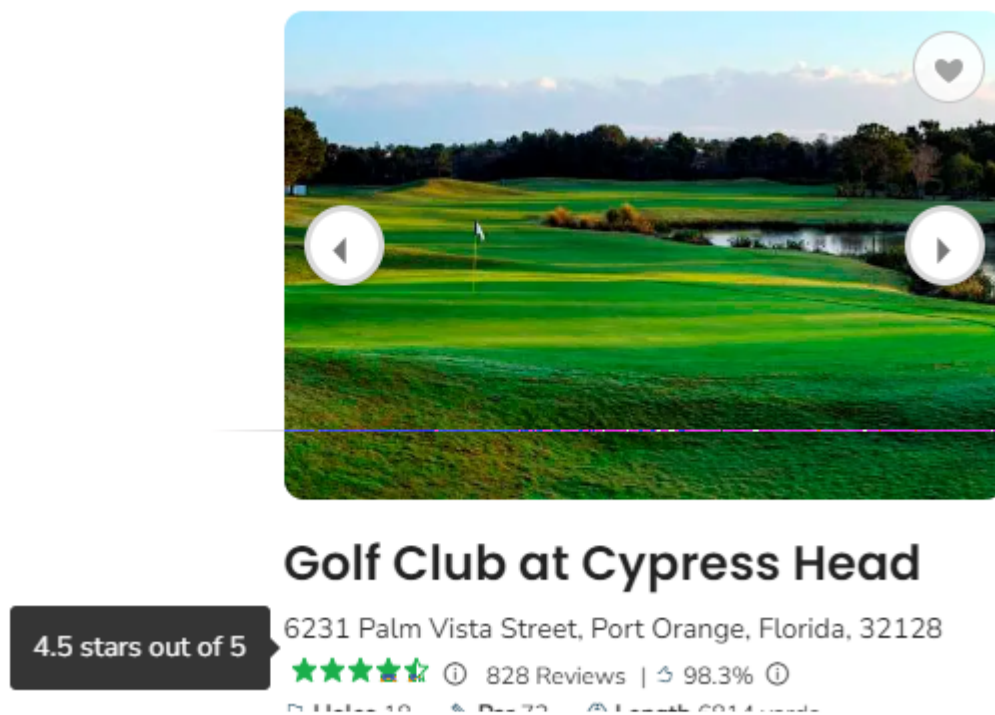
- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.
- We have hired Leslie House as the new Sales & Marketing Director. Her start date is September 12.
- We continue to maintain our database of emails with approximately 11,999 unique e-mail addresses (+266 from prior month). Our Facebook followers are at 1,528 (up 4) and Instagram is up to 456 (up 4) followers.
- Nightly surveys continued to be strong in August, highlighted by 113 surveys being submitted and an NPS of 89.4 (Please see table below).
- Outside tournament bookings are very strong as we prepare for the Fall season.

	Last Month					Total
	Week of 07/30	Week of 08/06	Week of 08/13	Week of 08/20	Week of 08/27	
# of responses	🔴 24	🔴 20	🔴 18	32	🔴 19	113
Net Promoter Score						
Property NPS	🔴 91.7	🔴 90.0	🔴 88.9	90.6 ○	🔴 84.2	89.4
Key Metrics						
Likelihood to Return	🔴 10.0	🔴 9.8	🔴 9.9	9.8 ○	🔴 9.7	9.9
Overall Experience Satisfaction	🔴 9.7	🔴 9.0	🔴 9.4	9.4 ○	🔴 9.5	9.4
Service Satisfaction	🔴 9.8	🔴 9.8	🔴 9.9	9.9 ○	🔴 9.9	9.9

Current Google Ratings



Current GolfNow Ratings





We continue to deliver True Service to our members and guests and insure they enjoy their experience here at Cypress Head. With our NPS at 89.4 and all vital categories well above 9.5, it is apparent that the team is delivering a “Best in Class” golf experience.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- The team at Cypress Head continues to work well with the entire staff at the Parks & Recreation department to continue providing the “Best in Class” experience for all players.

Respectfully Submitted,

Jeff Dayton, PGA

General Manager
Cypress Head Golf Club

Matt Lindley

Vice President Operations
KemperSports Management



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (G21) Environmental Advisory Board Appointment

DEPARTMENT: City Clerk

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to appoint an applicant to serve on the Environmental Advisory Board.

SUMMARY: Eric Gregory has submitted his application to serve on the Environmental Advisory Board to fill a vacant term. There is currently one vacancy and no other applications. The appointment is a 36-month term that will expire on May 7, 2026. Mr. Gregory's application is attached for your consideration.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Eric Gregory (1)	Eric Gregory (1).pdf
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Tracee Cody

Created/Initiated - 9/19/2023

Meyer, Meghan

From: noreply@civicplus.com
Sent: Wednesday, September 13, 2023 11:25 AM
To: CityClerk
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application

Advisory Boards and Commissions Volunteer Application

Step 1

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

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

Check the boards you wish to apply for	Environmental 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

First Name	Eric
------------	------

Last Name	Gregory
-----------	---------

Primary Phone	9043332088
---------------	------------

Alternate Phone	<i>Field not completed.</i>
Email Address	ericgregory170@gmail.com
Are you a registered voter in Port Orange?	Yes
Address	223 peppermint way
City	Port Orange
State	Fl
Zip Code	32129
Preferred Mailing Address	<i>Field not completed.</i>
City Council District	5
Can you regularly attend meetings?	Yes
Are you currently serving on a Federal, State, County, or City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	Tracy Grubbs
Reference 2	Bj Osborne 905 Carey Dr. south daytona 32119 321-696-7521
Reference 3	Leo Mulvey 339 Sagewood Dr Port Orange fl 32127 386-366-0480
Education	
High School	Spruce Creek
Date Graduated High School	6/3/1989
College	N/A
Date Graduated College	<i>Field not completed.</i>
Degree	N/A

Additional Information

Work Experience	Branch Manager at MWI PUMS Orlando/ Jacksonville
Interests / Activities	All outdoor activities
Community Involvement	Volunteer with Relay for life and Ronald McDonald House
Why do you desire to serve on these boards?	To help preserve and give back to my community
Additional Information	<i>Field not completed.</i>
Resume	Eric resume COPO.doc

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	Eric Gregory
Date	9/13/2023

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 or 386-506-5563.

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (G22) Police Pension Board Appointment

DEPARTMENT: City Clerk

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to appoint a member to the Police Pension Board.

SUMMARY: The Police Pension Board Administrator has requested City Council consider the reappointment of Brian Cobb as a resident member for a two-year term (expiring October 1, 2025) as his term is due for reappointment. Mr. Cobb has indicated his willingness to continue serving as a trustee and has been a valuable member to the board. No other applications have been received for this position.

PRESENTER: Robin Fenwick

ATTACHMENTS:

Tracee Cody
Wayne Clark

Created/Initiated - 9/21/2023
Final Approval - 9/22/2023



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (H23) Second Reading - Ordinance No. 2023-13 - 4th Amendment to the Master Development Agreement and Conceptual Development Plan for the Pavilion at Port Orange Planned Commercial Development (CASE NO. PRZA-23-0005)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2023-13 - 4th Amendment to the Master Development Agreement and Conceptual Development Plan for the Pavilion at Port Orange Planned Commercial Development and authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: PLANNING COMMISSION ACTION (8/24/23): Recommended Approval (7-0)

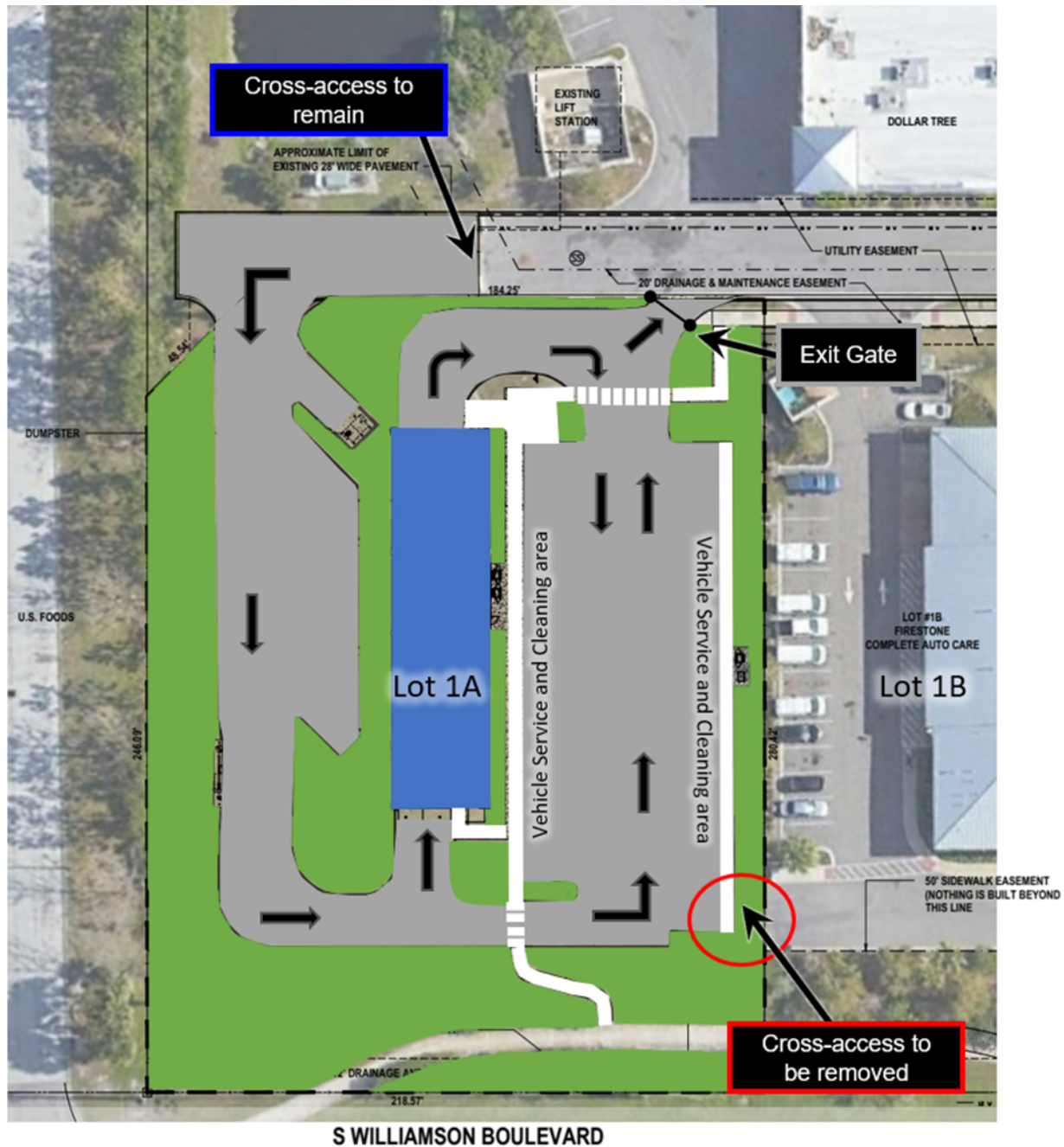
The proposed 4th Amendment to the Pavilion at Port Orange Master Development Agreement (MDA) is to add an automated car wash as an allowed use on either Lot 1A or 1B and remove a cross-access driveway requirement between Lots 1A and 1B shown on the Conceptual Development Plan (CDP). Lots 1A and 1B of the Pavilion at Port Orange PCD are located on the east side of Williamson Boulevard, north of Summer Trees Road. The applicant plans to develop an automated car wash on Lot 1A if the amendment is approved.



The current MDA allows for only one (1) convenience store with gasoline pumps or a motor vehicle service center to be developed on either Lots 1A, 1B, or 2 (outparcel lots along Williamson Boulevard), in addition to the other commercial uses allowed throughout the development. In 2013, a motor vehicle service center (Firestone Complete Auto Care) was constructed on Lot 1B. Therefore, according to the current MDA, a convenience store with gasoline pumps or a motor vehicle service center cannot be developed on Lots 1A or Lot 2. According to the Land Development Code (LDC), a car wash falls under the broad list of businesses included in the definition of a motor vehicle service center use. The proposed amendment would allow for one (1) car wash to be developed on either Lots 1A or 1B. If approved, the applicant plans to develop a carwash on Lot 1A.

With these lots being located at the northwest corner of the shopping center, away from the core of the development, the likelihood of these lots being developed with an office, retail, or restaurant is limited.

The current CDP requires a cross-access driveway between the front of Lots 1A and 1B. The applicant requests to remove this requirement from the CDP and not build the cross-access driveway when Lots 1A is developed. According to the applicant, the request is due to the traffic circulation layout for the proposed car wash on Lot 1A. The applicant states that the proposed traffic circulation layout for the proposed car wash on Lot 1A is designed for vehicles to enter and exit the site at separate driveways along the rear of the property to ensure the safest and most efficient circulation for getting vehicles in and out of the carwash and site. Also, the parking area on the south side of the carwash will be an area for customers to park and detail their vehicles, and not connecting the cross-access driveway into this area will minimize the number of vehicles traveling through this area. While the cross-access drive along the front of Lots 1A and 1B is being requested not to be constructed, Lot 1A will still be accessed via an internal cross-access driveway along the rear of Lot 1A, providing interconnectivity with all lots within the Pavilion at Port Orange. Also, Lot 1A is the last lot in the row of outparcels so not connecting to the access driveway along the front of Lots 1B and 2 is not anticipated to disrupt traffic flow within the Pavilion.



If the amendment is approved, the applicant will submit a site plan to develop a car wash on Lot 1A. Any development on Lot 1A will be required to meet the standard commercial site requirements (landscape buffers, screening, tree preservation, architecture, traffic concurrency, drainage and other infrastructure, parking, etc.) in the City's Land Development Code and the Pavilion at Port Orange MDA and CDP.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance 2023-13 with exhibit	Ordinance 2023-13 with exhibit.pdf
2.	Master Development Agreement	Master Development Agreement.pdf
3.	STAFF REPORT	STAFF REPORT.pdf

Penelope Cruz

Created/Initiated - 9/19/2023

ORDINANCE NO. 2023-13

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE FOURTH
AMENDMENT TO THE MASTER DEVELOPMENT
AGREEMENT FOR THE PAVILION AT PORT ORANGE
PLANNED COMMERCIAL DEVELOPMENT (PCD) AND
CONCEPTUAL DEVELOPMENT PLAN; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES; PROVIDING
FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the City and Developer desire to enter into the Fourth Amendment to the Master Development Agreement for the Pavilion at Port Orange Planned Commercial Development (PCD) (“MDA”) and Conceptual Development Plan (“CDP”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Fourth Amendment to the Master Development Agreement for the Pavilion at Port Orange Planned Commercial Development (PCD) (“MDA”) and Conceptual Development Plan (“CDP”); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed the Fourth Amendment to the Master Development Agreement for the Pavilion at Port Orange Planned Commercial Development (PCD) (“MDA”) and Conceptual Development Plan (“CDP”; and

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

Section 1. The City Council of the City of Port Orange does hereby approve the Fourth Amendment to the Master Development Agreement for the Pavilion at Port Orange Planned Commercial Development (PCD) (“MDA”) and Conceptual Development Plan (“CDP”), attached hereto as **Exhibit “1”**.

Section 2. The Mayor and City Clerk are hereby authorized to execute said MDA.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2023

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

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

EXHIBIT 1

This Instrument Prepared By:
Jeffrey P. Brock, Esquire
Smith Bigman Brock, P.A.
444 Seabreeze Blvd., Suite 900
Daytona Beach, FL 32118

STATE OF FLORIDA

FOURTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE PAVILION AT PORT ORANGE PLANNED COMMERCIAL DEVELOPMENT (PCD)

COUNTY OF VOLUSIA

THIS FOURTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE PAVILION AT PORT ORANGE PLANNED COMMERCIAL DEVELOPMENT (PCD) (this "Fourth Amendment") is entered into by and between THE CITY OF PORT ORANGE FLORIDA, a chartered municipal corporation located in Volusia County, Florida (the "City"), PORT ORANGE TOWN CENTER, LLC, a Delaware limited liability company, owner of Lot 1A ("Lot 1A Owner"), and BRIDGESTONE RETAIL OPERATIONS, LLC, a Delaware limited liability company, owner of Lot 1B, ("Lot 1B Owner"), (collectively the "Owners")

WHEREAS, the City and Lot 1A Owner entered into the "Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "MDA"), recorded in Official Records Book 6173, Page 1611, Public Records of Volusia County, Florida; and

WHEREAS, the City and Lot 1A Owner entered into the "First Amendment to the Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "First Amendment"), recorded in Official Records Book 6250, Page 2994, Public Records of Volusia County, Florida; and

WHEREAS, the City and Lot 1A Owner entered into the "Second Amendment to the Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "Second Amendment"), recorded in Official Records Book 6399, Page 2732, Public Records of Volusia County, Florida; and

WHEREAS, the City and Lot 1A Owner entered into the "Third Amendment to the Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "Third Amendment"), recorded in Official Records Book 6538, Page 95, Public Records of Volusia County, Florida; and

WHEREAS, the only property subject to this Fourth Amendment are Lots 1A and 1B of the Pavilion at Port Orange plat, more particularly described in the legal description attached hereto and incorporated herein as Exhibit "A" (the "Property");

WHEREAS, the City and Owners wish to further amend the Master Development Agreement, and the Conceptual Development Plan as set forth in Composite Exhibit "B" of the MDA ("CDP"), as previously amended, for the purposes of adding permitted uses, removing the requirement for a cross access drive between Lot 1A and Lot 1B as shown on the CDP; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City, Owners and Developer hereto covenant and bind themselves as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.

2. The Conceptual Development Plan as set forth in Composite Exhibit "B" of the MDA ("CDP") is hereby amended as it applies to Lots 1A and 1B to remove the requirement for and delineation of the cross-access drive between Lots 1A and 1B, as set forth in Exhibit "B", attached hereto and made apart hereof by this reference.

3. Paragraph 8, PCD PERMITTED USES, Subsection A., Permitted Principal Uses, of the MDA, as it applies to Lots 1A and 1B, is hereby amended as follows:

"8. PCD Permitted Uses

A. Permitted Principal Uses:

Banks with Drive Thru Lanes (limited to Lots 1A, 1B, 2, 3 and 4)

Bars/Lounges/Nightclubs/Liquor Stores

Business Services

One automated Carwash with ancillary vacuum and detail stations (Limited to Lots 1A or 1B)

Communication Towers

One Convenience Store with Gasoline Pumps or one Motor Vehicle Service Center (Limited to Lots 1A, 1B, or 2)

Financial Services

Furniture and Appliance Stores

Game/Recreation Facilities

Health/Exercise Clubs

Hotels/motels

Medical Offices/Clinics

Motion Picture and Performing Arts Theaters

Newsstands/Bookstores

Office Supplies

Professional Offices

Personal Services, including, but not limited to: Beauty/Barber Shops

Pet Stores w/Veterinary Clinics and In-House Training Services

Restaurants, Including Food and Alcoholic Beverage Sales in Outdoor Area

Retail Home Improvement Centers with Outdoor Sales Center (Screened in Accordance with the LDC)

Retail Sales, including but not limited to:

Department Stores

Electronic Sales

Resale Stores

Resales

Rental and Services

Retail, Grocery and Drug Stores

Specialty Retail Sales

Video Rentals

Retail Nurseries and Garden Supplies with Outdoor Garden Sales Center (Screened in accordance with LDC)

Stormwater retention facilities, including a standalone stormwater pond on the County Pond Property, if necessary, in accordance with Section 6 herein

Xerographic and Offset Printing"

4. This Fourth Amendment shall be effective as of the date it is executed by all parties.

5. This Fourth Amendment shall be recorded in the Public Records of Volusia County, Florida, at Owners' expense.

6. The Master Development Agreement, as previously enacted and amended by the First, Second, and Third Amendments thereto, shall remain in full force and effect except with respect to those matters specifically amended by this Fourth Amendment.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below:

Signed, sealed and delivered
in the presence of:

**THE CITY OF PORT ORANGE,
FLORIDA, a Florida municipal
corporation**

Witness 1

By: _____
Donald O. Burnette, Mayor

Print Name- Witness 1

Witness 2

Print Name- Witness 2

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Donald O. Burnette, Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, a chartered municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Notary Seal

Signed, sealed and delivered in the presence of:

LOT 1B OWNER:

**BRIDGESTONE RETAIL
OPERATIONS, LLC, a Delaware
limited liability company**

Witness 1

By: _____

Print Name: _____

Title: _____

Print Name- Witness 1

Date: _____

Witness 2

Print Name- Witness 2

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, as _____ of Bridgestone Retail Operations, LLC, a Delaware limited liability company on behalf of the company. He/She is personally known to me or produced _____ as identification.

Notary Public

Notary Seal

Signed, sealed and delivered in the presence of:

LOT 1A OWNER:

**THE PAVILION AT PORT
ORANGE LLC, a Florida limited
liability company,
By: CBL & ASSOCIATES LIMITED
PARTNERSHIP, a Delaware limited
partnership, its manager,
By: CBL HOLDINGS I, INC., a
Delaware corporation, its sole general
partner**

Witness 1

By: _____
Name

Print Name- Witness 1

Title: _____

Witness 2

Date: _____

Print Name- Witness 2

STATE OF TENNESSEE
COUNTY OF HAMILTON

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, _____ of CBL Holdings I, Inc., a Delaware corporation, sole general partner of CBL & Associates Limited Partnership, a Delaware limited partnership, Manager of The Pavilion at Port Orange, LLC, a Florida limited liability company. She is personally known to me and did not take an oath.

Notary Public

Notary Seal

Exhibit A
Legal Description

Lot 1A

LOT 1A AND THE WESTERLY 26.6 FT OF LOT 1B OF THE PAVILION AT PORT ORANGE AS RECORDED IN PLAT BOOK 55, PAGE 13 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE ABOVE DESCRIPTION CONTAINS 1.39 ACRES MORE OR LESS.

Lot 1B

LOT 1B LESS THE WESTERLY 26.60 FT OF THE PAVILION AT PORT ORANGE AS RECORDED IN PLAT BOOK 55, PAGE 13 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE ABOVE DESCRIPTION CONTAINS 1.19 ACRES MORE OR LESS.

Exhibit B
Conceptual Development Plan

THE SPECIFIC NUMBER OF PARKING SPACES, BUILDING FOOTPRINTS, PARKING LOT LANDSCAPE ISLANDS AND LANDSCAPE AREAS AROUND BUILDINGS ARE CONCEPTUAL. THE CITY RESERVES THE RIGHT TO REVIEW SAME DURING THE SITE PLANNING PROCESS AND TO REQUIRE MODIFICATIONS TO ENSURE COMPLIANCE WITH THE REQUIREMENTS OF THE MDA FOR THIS PCO.

COMPLIANCE WITH THE ENVIRONMENTAL PRESERVATION CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN.

LOT 5 SITE DEVELOPMENT DATA	
Land Area (Lot 5 only)	63.88 acres
Shopping Center Building Area	382,305 sf
Office Area (at 445 on second level)	37,945 sf
Theater (2,750 seats)	44,020 sf
Building Coverage Percentage	16%
Total Impervious Area	40.65 acres
Open Space Provided	19.17 acres
Vehicle Use Area	23.24 acres
Interior Landscape Area Required (12%)	1,086,200 sf
Interior Landscape Area Provided	1,151,544 sf
Total Minimum Parking Required	190,415 sf
(Shopping Center: 1577 spaces Theater / Office: 568 spaces)	2,384 spaces
Total Parking Shown (shown with Lots 6-10)	2,384 spaces
(Standard Spaces: 1754 Compact Spaces: 595 Accessibility Spaces: 35)	
Bicycle Parking Required	239 spaces
Bicycle Parking Provided (80 provided by Lots 6-10)	239 spaces

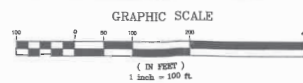
REVISION TO MASTER SITE PLAN TO ELIMINATE SHARED DRIVEWAY BETWEEN LOT 1A AND LOT 1B

ELIMINATE SHARED DRIVEWAY BETWEEN LOT 1A AND LOT 1B

SITE PLAN LEGEND	
RIGHT-OF-WAY/PROPERTY LINE	---
CURB & GUTTER	---
DUMPSTER	□
COMPACTOR	□
NORMAL POND WATER LEVEL	~~~~~
PRESERVED EX. WETLANDS & TREES	~~~~~

4th AMENDMENT TO THE MDA
THE PAVILION AT PORT ORANGE
by:
LUPHAM, INC.
265 KENILWORTH AVE
ORMOND BEACH, FL
JUNE 7, 2023
REVISED AUGUST 16, 2023

EXHIBIT B MASTER SITE PLAN



This Instrument Prepared By:
Jeffrey P. Brock, Esquire
Smith Bigman Brock, P.A.
444 Seabreeze Blvd., Suite 900
Daytona Beach, FL 32118

STATE OF FLORIDA

**FOURTH AMENDMENT TO THE MASTER
DEVELOPMENT AGREEMENT FOR THE
PAVILION AT PORT ORANGE PLANNED
COMMERCIAL DEVELOPMENT (PCD)**

COUNTY OF VOLUSIA

THIS FOURTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE PAVILION AT PORT ORANGE PLANNED COMMERCIAL DEVELOPMENT (PCD) (this "Fourth Amendment") is entered into by and between THE CITY OF PORT ORANGE FLORIDA, a chartered municipal corporation located in Volusia County, Florida (the "City"), PORT ORANGE TOWN CENTER, LLC, a Delaware limited liability company, owner of Lot 1A ("Lot 1A Owner"), and BRIDGESTONE RETAIL OPERATIONS, LLC, a Delaware limited liability company, owner of Lot 1B, ("Lot 1B Owner"), (collectively the "Owners")

WHEREAS, the City and Lot 1A Owner entered into the "Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "MDA"), recorded in Official Records Book 6173, Page 1611, Public Records of Volusia County, Florida; and

WHEREAS, the City and Lot 1A Owner entered into the "First Amendment to the Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "First Amendment"), recorded in Official Records Book 6250, Page 2994, Public Records of Volusia County, Florida; and

WHEREAS, the City and Lot 1A Owner entered into the "Second Amendment to the Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "Second Amendment"), recorded in Official Records Book 6399, Page 2732, Public Records of Volusia County, Florida; and

WHEREAS, the City and Lot 1A Owner entered into the "Third Amendment to the Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "Third Amendment"), recorded in Official Records Book 6538, Page 95, Public Records of Volusia County, Florida; and

WHEREAS, the only property subject to this Fourth Amendment are Lots 1A and 1B of the Pavilion at Port Orange plat, more particularly described in the legal description attached hereto and incorporated herein as Exhibit "A" (the "Property");

WHEREAS, the City and Owners wish to further amend the Master Development Agreement, and the Conceptual Development Plan as set forth in Composite Exhibit "B" of the MDA ("CDP"), as previously amended, for the purposes of adding permitted uses, removing the requirement for a cross access drive between Lot 1A and Lot 1B as shown on the CDP; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City, Owners and Developer hereto covenant and bind themselves as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.

2. The Conceptual Development Plan as set forth in Composite Exhibit "B" of the MDA ("CDP") is hereby amended as it applies to Lots 1A and 1B to remove the requirement for and delineation of the cross-access drive between Lots 1A and 1B, as set forth in Exhibit "B", attached hereto and made apart hereof by this reference.

3. Paragraph 8, PCD PERMITTED USES, Subsection A., Permitted Principal Uses, of the MDA, as it applies to Lots 1A and 1B, is hereby amended as follows:

"8. PCD Permitted Uses

A. Permitted Principal Uses:

Banks with Drive Thru Lanes (limited to Lots 1A, 1B, 2, 3 and 4)

Bars/Lounges/Nightclubs/Liquor Stores

Business Services

One automated Carwash with ancillary vacuum and detail stations (Limited to Lots 1A or 1B)

Communication Towers

One Convenience Store with Gasoline Pumps or one Motor Vehicle Service Center (Limited to Lots 1A, 1B, or 2)

Financial Services

Furniture and Appliance Stores

Game/Recreation Facilities

Health/Exercise Clubs

Hotels/motels

Medical Offices/Clinics

Motion Picture and Performing Arts Theaters

Newsstands/Bookstores

Office Supplies

Professional Offices

Personal Services, including, but not limited to: Beauty/Barber Shops

Pet Stores w/Veterinary Clinics and In-House Training Services

Restaurants, Including Food and Alcoholic Beverage Sales in Outdoor Area

Retail Home Improvement Centers with Outdoor Sales Center (Screened in Accordance with the LDC)

Retail Sales, including but not limited to:

Department Stores

Electronic Sales

Resale Stores

Resales

Rental and Services

Retail, Grocery and Drug Stores

Specialty Retail Sales

Video Rentals

Retail Nurseries and Garden Supplies with Outdoor Garden Sales Center (Screened in accordance with LDC)

Stormwater retention facilities, including a standalone stormwater pond on the County Pond Property, if necessary, in accordance with Section 6 herein

Xerographic and Offset Printing"

4. This Fourth Amendment shall be effective as of the date it is executed by all parties.

5. This Fourth Amendment shall be recorded in the Public Records of Volusia County, Florida, at Owners' expense.

6. The Master Development Agreement, as previously enacted and amended by the First, Second, and Third Amendments thereto, shall remain in full force and effect except with respect to those matters specifically amended by this Fourth Amendment.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below:

Signed, sealed and delivered
in the presence of:

**THE CITY OF PORT ORANGE,
FLORIDA, a Florida municipal
corporation**

Witness 1

By: _____
Donald O. Burnette, Mayor

Print Name- Witness 1

Witness 2

Print Name- Witness 2

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Donald O. Burnette, Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, a chartered municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Notary Seal

Signed, sealed and delivered in the presence of:

LOT 1B OWNER:

**BRIDGESTONE RETAIL
OPERATIONS, LLC, a Delaware
limited liability company**

Witness 1

By: _____

Print Name: _____

Title: _____

Print Name- Witness 1

Date: _____

Witness 2

Print Name- Witness 2

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, as _____ of Bridgestone Retail Operations, LLC, a Delaware limited liability company on behalf of the company. He/She is personally known to me or produced _____ as identification.

Notary Public

Notary Seal

Signed, sealed and delivered in the presence of:

LOT 1A OWNER:

**THE PAVILION AT PORT
ORANGE LLC, a Florida limited
liability company,
By: CBL & ASSOCIATES LIMITED
PARTNERSHIP, a Delaware limited
partnership, its manager,
By: CBL HOLDINGS I, INC., a
Delaware corporation, its sole general
partner**

Witness 1

By: _____
Name

Print Name- Witness 1

Title: _____

Witness 2

Date: _____

Print Name- Witness 2

STATE OF TENNESSEE
COUNTY OF HAMILTON

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, _____ of CBL Holdings I, Inc., a Delaware corporation, sole general partner of CBL & Associates Limited Partnership, a Delaware limited partnership, Manager of The Pavilion at Port Orange, LLC, a Florida limited liability company. She is personally known to me and did not take an oath.

Notary Public

Notary Seal

Exhibit A
Legal Description

Lot 1A

LOT 1A AND THE WESTERLY 26.6 FT OF LOT 1B OF THE PAVILION AT PORT ORANGE AS RECORDED IN PLAT BOOK 55, PAGE 13 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE ABOVE DESCRIPTION CONTAINS 1.39 ACRES MORE OR LESS.

Lot 1B

LOT 1B LESS THE WESTERLY 26.60 FT OF THE PAVILION AT PORT ORANGE AS RECORDED IN PLAT BOOK 55, PAGE 13 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE ABOVE DESCRIPTION CONTAINS 1.19 ACRES MORE OR LESS.

Exhibit B
Conceptual Development Plan

THE SPECIFIC NUMBER OF PARKING SPACES, BUILDING FOOTPRINTS, PARKING LOT LANDSCAPE ISLANDS AND LANDSCAPE AREAS AROUND BUILDINGS ARE CONCEPTUAL. THE CITY RESERVES THE RIGHT TO REVIEW SAME DURING THE SITE PLANNING PROCESS AND TO REQUIRE MODIFICATIONS TO ENSURE COMPLIANCE WITH THE REQUIREMENTS OF THE MDA FOR THIS PCO.

COMPLIANCE WITH THE ENVIRONMENTAL PRESERVATION CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN.

LOT 5 SITE DEVELOPMENT DATA	
Land Area (Lot 5 only)	63.88 acres
Shopping Center Building Area	382,305 sf
Office Area (at 445 on second level)	37,945 sf
Theater (2,750 seats)	44,024 sf
Building Coverage Percentage	16%
Total Impervious Area	40.65 acres
Open Space Provided	19.17 acres
Vehicle Use Area	23.24 acres
Interior Landscape Area Required (12%)	1,086,200 sf
Interior Landscape Area Provided	1,915,445 sf
Total Minimum Parking Required	2,145 spaces
Shopping Center: 1,577 spaces	
Theater / Office: 568 spaces	
Total Parking Shown (shown with Lots 6-10)	2,384 spaces
Standard Spaces: 1754	
Compact Spaces: 595	
Accessibility Spaces: 65	
Bicycle Parking Required	239 spaces
Bicycle Parking Provided (80 provided by Lots 6-10)	239 spaces

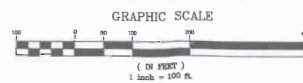
REVISION TO MASTER SITE PLAN TO ELIMINATE SHARED DRIVEWAY BETWEEN LOT 1A AND LOT 1B

ELIMINATE SHARED DRIVEWAY BETWEEN LOT 1A AND LOT 1B

SITE PLAN LEGEND	
RIGHT-OF-WAY/PROPERTY LINE	---
CURB & GUTTER	---
DUMPSTER	□
COMPACTOR	□
NORMAL POND WATER LEVEL	~~~~~
PRESERVED EX. WETLANDS & TREES	~~~~~

4th AMENDMENT TO THE MDA
THE PAVILION AT PORT ORANGE
by:
LUPHAM, INC.
265 KENILWORTH AVE
ORMOND BEACH, FL
JUNE 7, 2023
REVISED AUGUST 16, 2023

EXHIBIT B MASTER SITE PLAN





STAFF REPORT

4th Amendment to the Master Development Agreement and Conceptual Development Plan for the Pavilion at Port Orange Planned Commercial Development CASE NO. PRZA-23-0005

REQUEST:	To approve the Fourth Amendment to the Master Development Agreement and Conceptual Development Plan for the Pavilion at Port Orange Planned Commercial Development to add an automated car wash as an allowed use on Lots 1A or 1B and modify the CDP regarding access between Lots 1A and 1B.
LOCATION:	5435 and 5437 S. Williamson Boulevard (Figure 1)
PROPERTY OWNERS:	Port Orange Town Center, LLC, and Bridgestone Retail Operations, LLC
APPLICANT:	Steven Schlossberg, Dunlawton Investments, LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 7-0 (August 24, 2023)
CITY COUNCIL:	September 19, 2023

INTRODUCTION

The proposed 4th Amendment to the Pavilion at Port Orange Master Development Agreement (MDA) is to add an automated car wash as an allowed use on either Lot 1A or 1B and remove a cross-access driveway requirement between Lots 1A and 1B on the Conceptual Development Plan (CDP). Lots 1A and 1B of the Pavilion at Port Orange PCD are located on the east side of Williamson Boulevard, north of Summer Trees Road.

Figure 1. Location Map



MASTER DEVELOPMENT AGREEMENT

The current MDA allows for either a convenience store with gasoline pumps or a motor vehicle service center to be developed on Lots 1A, 1B, or 2 (outparcel lots along Williamson Boulevard), in addition to the other commercial uses allowed throughout the development such as bars, health/exercise clubs, hotels, theaters, beauty/barber shops, offices, restaurants, and retail. In 2013, a motor vehicle service center use (Firestone Complete Auto Care) was constructed on Lot 1B. Therefore, a second motor vehicle service center use or a convenience store with gasoline pumps cannot be built on Lots 1A or 2. According to the Land Development Code (LDC), a car wash falls under the broad list of businesses listed in the definition of a motor vehicle service center use.

The proposed amendment is to add an automated car wash as an allowed use on either Lots 1A or 1B. While an automated car wash is an appropriate use within a shopping center, the location of this use will be limited to only Lots 1A or 1B, so it would not be a primary focus near the main entrance or core of the development. In addition, Lots 1A and 1B are located at the northwest corner of the shopping center, away from the core of the development, and the likelihood of these lots being developed with an office, retail, or restaurant is limited. Therefore, the proposed amendment allows for these lots to be developed with a use that would serve vehicles already visiting the shopping center or vehicles driving along this corridor. If the amendment is approved, the applicant is required to submit a site plan to develop a car wash on Lot 1A.

CONCEPTUAL DEVELOPMENT PLAN

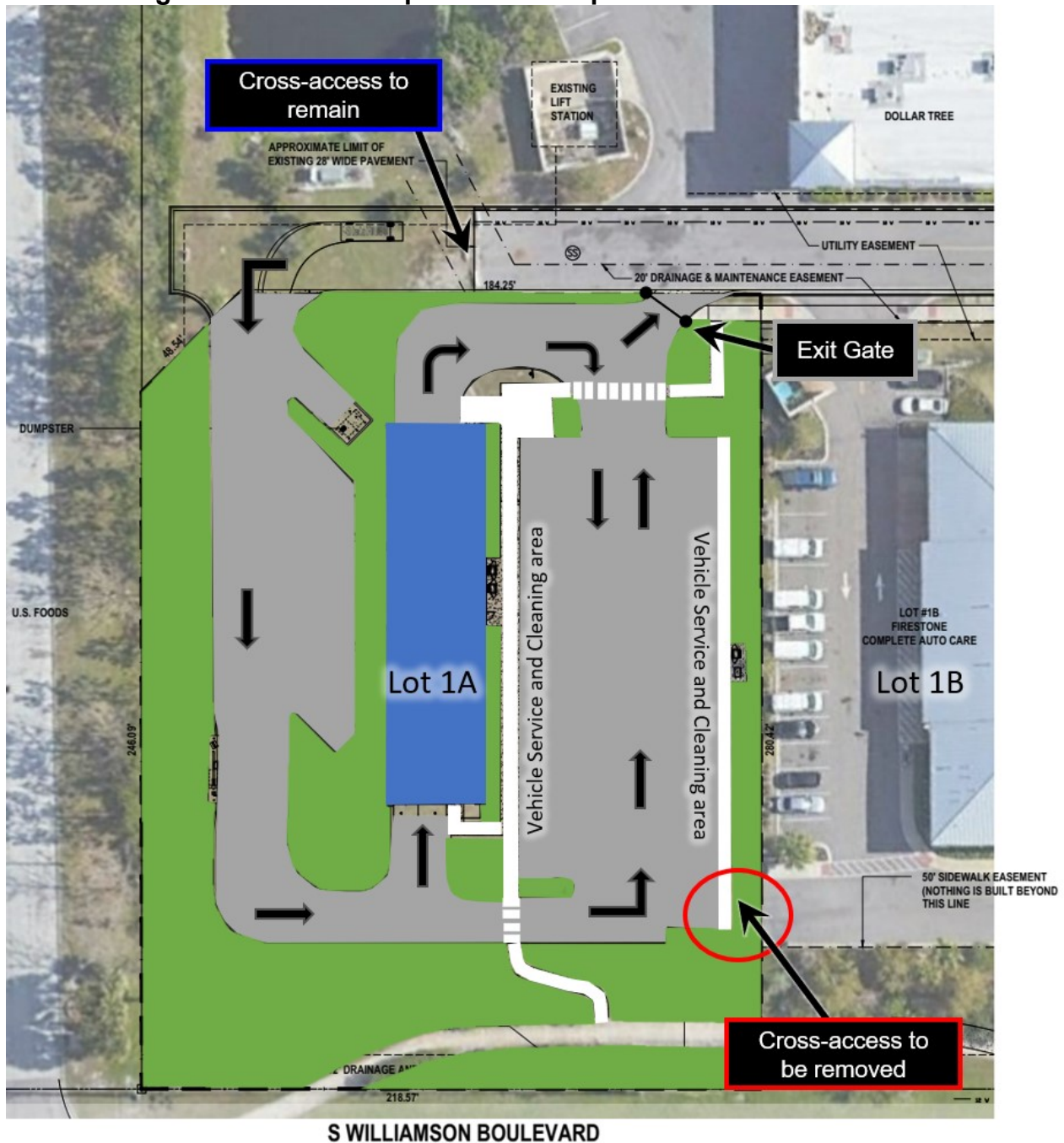
The current CDP requires a cross-access driveway along the front of Lots 1A and 1B. The applicant is requesting to remove this requirement from the CDP and not be required to build a cross-access driveway when Lots 1A is developed. According to the applicant, the request is due to the traffic circulation layout for a proposed car wash on Lot 1A. The applicant states that the proposed traffic circulation layout is for vehicles to enter and exit the site at separate designated points along the rear of the property to ensure the safest and most efficient traffic pattern for getting vehicles in and out of the carwash and site (Figure 2 on Page 3).

The applicant is concerned that if the cross-access driveway between Lots 1A and 1B is required to be constructed along the front of Lot 1A, it will allow for multiple points of access to the carwash, and the proposed carwash has been designed to have a single, gated point of access, for vehicles to enter the site and get in line to pay and enter the carwash. In addition, the parking area on the south side of the carwash will be a vehicle detailing area for patrons that have paid for a carwash to park and dry, vacuum, and detail their vehicle, and not connecting the cross-access driveway into this detail area will minimize the number of vehicles traveling through an area where people will be out of the vehicles and detailing vehicles.

The purpose of a cross-access driveway between lots is to limit driveways on major roadways and provide for interconnectivity between lots without requiring vehicles to use the city's roadway network to access other uses or lots within a commercial development. If the revision to the CDP is approved, Lot 1A will still be accessed from an internal cross-access driveway along the rear of Lot 1A, providing interconnectivity with all lots within

the Pavilion at Port Orange. There are no plans or requirements to connect through to the US Foods site.

Figure 2. Draft Concept Plan for Proposed Car Wash on Lot 1A



While the request is to not construct the cross-access driveway along the front of Lots 1A and 1B, there will be cross-access between Lots 1A and 1B through the cross-access driveway on the shopping center property, along the rear of Lots 1A and 1B.

Figure 3. Exiting Cross-Access Drives Near Lots 1A and 1B



Before development on Lot 1A, a site plan must be submitted to the city and approved by the Staff Development Review Committee (SDRC). Any development on Lot 1A will be required to meet the standard commercial site requirements (landscape buffers, screening, tree preservation, architecture, traffic concurrency, drainage and other infrastructure, parking, etc.) in the City's Land Development Code and the Pavilion at Port Orange MDA and CDP.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Commercial* on the City's Future Land Use Map. The original MDA was found to be consistent with the City's Comprehensive Plan and City's Future Land Use (FLU) Map when it was originally approved in 2007. The proposed Fourth Amendment does not change the FLU designation for the property, and the proposed uses being added to the list of permitted uses of the PCD are consistent with the existing FLU designation of the property.

PUBLIC NOTICE

A Public Notice sign was posted on the site on June 23, 2023. At the time this agenda item was prepared, staff had not received any calls regarding the proposed amendment.

RECOMMENDATION

Staff recommends approval of the Fourth Amendment to the Master Development Agreement and Conceptual Development Plan for the Pavilion at Port Orange Planned Commercial Development, subject to the City Attorney's review of legal form and content.

ATTACHMENTS

Exhibit 1 - Fourth Amendment to the to the Master Development Agreement for the Pavilion at Port Orange Planned Commercial Development (see Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (H24) First Reading Ordinance No. 2023-15 - Implementing the State's Statutory Mandate to Prepare Business Impact Estimates Pursuant to Section 166.041, Florida Statutes.

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Ordinance No. 2023-15.

SUMMARY: Earlier this year, the State of Florida amended Section 166.041, Florida Statutes, to create a new subsection requiring the City to prepare (or cause to be prepared) a business impact estimate prior to final consideration of an ordinance, subject to exemptions noted in the Law. Effective October 1, 2023, the new law requires that the business impact estimate be posted on the City's website at the time of the published notice of the City Council's final consideration of the ordinance, or ten (10) days prior to the adoption public hearing, whichever is longer. This Ordinance codifies the requirements of Section 166.041(4), Florida Statutes, mandating preparation of a Business Impact Estimate for proposed ordinances prior to adoption.

The business impact estimate must address the following:

- A statement of public purpose to be served by the proposed ordinance.
- An estimate of the direct economic impact on private, for-profit businesses.
- An estimate of the direct economic impact of a proposed ordinance on private for-profit businesses in the city, including:
 - An estimate of direct compliance costs for businesses;
 - Identification of new charges and fees; and
 - An estimate of the city's regulatory costs.
- A good faith estimate of the number of businesses impacted.

The following are exemptions as set forth in Section 166.041(4)(c), Florida Statutes, for certain specified ordinances, including:

- Ordinances required to comply with federal or state laws or regulations
- Ordinances relating to the issuance or refinancing of debt
- Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget

-
- Ordinances required to implement a contract or agreement, including grants or financial assistance
 - Emergency ordinances
 - Ordinances relating to procurement
 - Ordinances enacted to Implement: Part II, Ch. 163, including land development regulations, zoning, development orders, development agreements, and development permits; Sections 190.005 and 190.046 (CDDs); the Florida Building Code; the Florida Fire Prevention Code.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Ordinance No. 2023-15	Ordinance No. 2023-15.pdf
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John McKinney	Created/Initiated - 9/18/2023
John McKinney	Approved - 9/21/2023
Matthew Jones	Approved - 9/21/2023
Wayne Clark	Approved - 9/22/2023
Tracee Cody	Final Approval - 9/28/2023

ORDINANCE NO. 2023-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, CREATING SECTION 2-4 TO IMPLEMENT THE STATE'S STATUTORY MANDATE TO PREPARE BUSINESS IMPACT ESTIMATES PRIOR TO ADOPTION OF PROPOSED ORDINANCES PURSUANT TO SECTION 166.041(4), FLORIDA STATUTES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SCRIVNERS ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has been conferred broad legislative powers to enact ordinances to perform governmental functions and exercise power to promote the health, welfare, safety, and quality of life of a local government's residents by both the Florida Constitution and the Florida Legislature;

WHEREAS, the procedures for adopting municipal ordinances are set forth in Section 166.041, Florida Statutes;

WHEREAS, the Florida Constitution grants cities broad authority to take actions furthering citizens' health, welfare, safety, and quality of life called "home rule," and this authority includes legislative powers to enact local laws;

WHEREAS, Florida cities have those governmental, corporate, and proprietary powers that enable them to conduct municipal government, perform their functions and provide municipal services, and exercise any power for municipal purposes, except as otherwise provided by law.

WHEREAS, the Florida Legislature adopted a statutory mandate that, beginning October 1, 2023, cities must produce a "business impact estimate" prior to passing an ordinance, subject to certain exemptions and exceptions;

WHEREAS, the statute (Chapter 2023-309, Laws of Florida, codified as Section 166.041(4), Florida Statutes) mandates that the estimate must be

published on the city's website and include certain information, such as the proposed ordinance's purpose, estimated economic impact on businesses, and compliance costs;

WHEREAS, the state has created a number of exemptions for certain specified ordinances, including:

- Ordinances required to comply with federal or state laws or regulations
- Ordinances relating to the issuance or refinancing of debt
- Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- Ordinances required to implement a contract or agreement, including grants or financial assistance
- Emergency ordinances
- Ordinances relating to procurement
- Ordinances enacted to Implement: Part II, Ch. 163, including land development regulations, zoning, development orders, development agreements, and development permits; Sections 190.005 and 190.046 (CDDs); the Florida Building Code; the Florida Fire Prevention Code.

WHEREAS, the City Council has provided all necessary public notice and held the requisite public hearings, providing the public an opportunity to be heard for purposes of making these findings and determining to adopt this ordinance;

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1. RECITALS. The foregoing findings are incorporated herein by reference and made a part hereof.

**SECTION 2. CREATION OF SECTION 2-4, CODE OF ORDINANCES;
IMPLEMENTATION OF STATUTORY MANDATE TO PERFORM BUSINESS**

IMPACT ESTIMATES. The City Council of the City of Port Orange, Florida, hereby amends Chapter 2, Article I of the Code of Ordinances to establish a new section, 2-4 which shall read as follows:

Sec. 2-4. Implementation of Statutory Mandate to Perform Business Impact Estimates. The city council hereby implements the Florida statutory mandate contained in Section 166.041(4), Florida Statutes, to perform business impact estimates prior to the adoption of certain ordinances as specified in the statute. Prior to the enactment of a proposed ordinance, city council, by and through the city manager or their designee, shall cause to be prepared a business impact estimate in accordance with the requirements of the statute for all proposed ordinances not exempted by Section 166.041(4)(c), Florida Statutes, on a form approved by the city attorney and may in the city manager's sole discretion determine to perform a business impact statement for any ordinance that is exempt under the statute. The business impact estimate must be posted on the city's website no later than at least 10 days prior to adoption of said ordinance. Nothing contained herein is intended to create additional mandates for performing the business impact estimates of exempt ordinances or to waive any exemption.

SECTION 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. This ordinance shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

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

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

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (I25) Resolution No. 23-51 - Opposition to the Proposed Construction of the Belvedere Fuel Farm

DEPARTMENT: Council

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

SUMMARY: The Belvedere Fuel Farm proposal for unincorporated Ormond Beach is expected to tender a tremendous negative impact on the quality of life for the residents of that area. Among the many concerns are the major traffic impacts, environmental concerns, and the extreme industrial use in proximity to several subdivisions, a large recreation complex, and a nearby airport. Therefore, the Volusia League of Cities has asked all of its members to pass a resolution to support Ormond Beach in its fight against this project.

As discussed at the Council meeting on September 19, this resolution has been requested by Mayor Don Burnette.

PRESENTER: Donald Burnette

ATTACHMENTS:

1.	Resolution No. 23-51	Resolution No. 23-51 .pdf
2.	Ormond Beach Letter to FDEP	Ormond Beach Letter to FDEP .docx

Tracee Cody
Matthew Jones
Wayne Clark
Tracee Cody

Created/Initiated - 9/19/2023
Approved - 9/21/2023
Approved - 9/22/2023
Final Approval - 9/28/2023

RESOLUTION NO. 23-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, IN OPPOSITION TO THE PROPOSED CONSTRUCTION OF THE BELVEDERE FUEL FARM NEAR ORMOND BEACH IN THE UNINCORPORATED AREA OF VOLUSIA COUNTY AT, OR ABOUT 874 HULL ROAD, ORMOND BEACH, FLORIDA.

Whereas, the proposed Belvedere fuel farm would consist of 16 tanks, some 40 feet tall, that will store more than 20 million gallons of gasoline, diesel, ethanol, biodiesel, additives, and propane and will feed a constant stream of tanker trucks (approximately 164 trucks per day), and

Whereas, this is an extreme use of commercial zoning which has proximity to the residential neighborhoods of Bear Creek Retirement Community, Ormond Lakes, Ormond Grande Townhomes, Village of Pine Run as-well-as the Ormond Beach Sports Complex with its 29 sports fields. The presence of such a high-use terminal in proximity to residential and recreational facilities with its traffic and noise generated 24-hours a day would negatively impact the quality of life of many tax-paying residents, and

Whereas, there are potential safety issues that would exist with the proximity of Ormond Beach Municipal Airport and airport runway, which averages 119,000 operations (takeoffs or landings) per year. Operations include providing flight instruction to student pilots. The risk of potential collisions and catastrophic effects are a major concern, and

Whereas, there are numerous environmental concerns which would be created. Air quality is impacted by the release of harmful chemicals during fuel storage, transfer, and loading operations. These chemicals can cause a variety of health problems including eye, nose, and throat irritation; headaches and loss of coordination; damage to the liver, kidneys, or central nervous system. Fuel farm emissions, such as benzene, are known to cause cancer. There is also the risk of spills and leaks, which can release large amounts of pollutants into the environment. Spilled fuels can contaminate soil, groundwater, and surface water, posing risks to the aquifer and impacting our drinking water. Storage of flammable and combustible materials also adds additional risks, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA supports the efforts of the Volusia League of Cities and its members to oppose the construction of the Belvedere Fuel Farm in unincorporated Ormond Beach, and recommends the developer seek a more suitable location in a more remote location outside Volusia County.

Mayor Donald O. Burnette

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the ____ day of _____ 2023.

Subject: Environmental Concerns and Document Request Regarding the Belvedere Fuel Farm Project In Ormond Beach

Dear Lu Burson at the Florida Department of Environmental Protection,

On behalf of the Ormond Beach Mayor, City Commission, and our concerned community members, I write to express our collective opposition to the proposed fuel farm project by Belvedere Terminals Company, LLC, located at 874 Hull Road. This location, while under the jurisdiction of Volusia County, adjoins the corporate boundaries of the City of Ormond Beach.

The recent Ormond Beach City Commission meeting on August 15th served as a sounding board for our community's deep concerns about this project. With over a hundred residents present, the predominant sentiment echoed was the potential environmental degradation this project might inflict on our region and the impacts on our quality of life and safety.

Given these environmental apprehensions, we earnestly request the Florida Department of Environmental Protection to provide all digital, audio, and other types of records pertaining to this project. Should there be any associated costs for obtaining these files, please notify us. Gaining a comprehensive understanding from your records will enable our community to address this project's potential environmental implications more effectively.

A core concern centers on the proposed facility's proximity to critical ecological zones. Nearby watersheds like the Tomoka River and sections east of US1 are designated as aquatic preserves. The potential exposure to harmful chemicals from the fuel farm could have profound long-term effects on these water bodies, endangering their flora, fauna, and overall health. Moreover, our community values the irreplaceable ecosystems of our local wildlife and the wetlands they inhabit. These ecosystems play a pivotal role in maintaining regional environmental equilibrium. Introducing such a facility could disrupt habitats, endangering numerous species, and degrade the integrity of our wetlands, which function as natural purifiers for our environment and crucial agents for groundwater recharge.

The anticipated increase in traffic, primarily trucks carrying potential pollutants, exacerbates our concerns. Roads like Harmony and Hull, which our residents frequently use to reach the Ormond Beach Sports Complex, would be at heightened risk of accidental spills and associated environmental harm. Our City is also the host to Bike Week and Biketober events that bring thousands to our city, escalating the likelihood of such spills and threats of fire from traffic incidents.

Furthermore, with Ormond Beach's transformation over the years from an industrial zone to a thriving area bustling with residential neighborhoods, recreational hubs, and local businesses, introducing such a heavy industrial project feels incongruous. Such a venture threatens the delicate environmental balance our community has diligently nurtured and preserved.

Our plea aligns with the overarching goals of environmental conservation and sustainable development upheld by the Florida Department of Environmental Protection. We trust in your commitment to ensuring that any development, particularly of this magnitude, harmonizes with its environmental context and meets the highest standards of ecological integrity.

We deeply appreciate your attention to this pressing matter and await your response.

With collective resolve,

The Ormond Beach City Commission



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 10/3/2023

SUBJECT: (I26) Discussion on Legislative Priorities for 2024

DEPARTMENT: City Manager

GOAL: 1 - Public Safety 2 - Infrastructure 3 - Quality of Life 4 - Economic Development
5 - Fiscal Sustainability

RECOMMENDED MOTION: No motion is needed. Staff is requesting consensus on the project list to be considered for legislative appropriation requests.

SUMMARY: Staff will present possible priorities for legislative appropriation requests for Council feedback and discussion. The staff is working with the Pittman Law Group as our lobbyist on these requests and will also meet with our local representatives before formally requesting funds through the legislative process.

PRESENTER: Wayne Clark, Robin Fenwick

ATTACHMENTS:

Robin Fenwick
Wayne Clark
Tracee Cody

Created/Initiated - 9/21/2023
Approved - 9/22/2023
Final Approval - 9/28/2023
