



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

AUGUST 6, 2024

AGENDA

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

A. OPENING

1. Invocation by Pastor Sheila Turner of A Touch of HIS Hem Ministries
2. Pledge of Allegiance
3. Roll Call

B. TOWN CENTER CRA REGULAR MEETING

C. EASTPORT CRA REGULAR MEETING

D. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. July 16, 2024 - Regular City Council Meeting
 - b. July 23, 2024 - Special City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval to Award RFQ for Custodial Services at City Hall to Southern Cleaning Service, Inc.
 - b. Approval of Contract with Hydro-Dyne for replacement of the Water Reclamation Facility Influent Bar Screens
 - c. Approval of First Amendment to Wrecker Service Agreement with J&A Balboa Enterprises, Inc. d/b/a Arrow Service & Towing
8. Approval of Coastal Crisis Negotiations Team (CCNT) Mutual Aid Agreement

9. Resolution No. 24-23 - Approval of Third Quarter Budget Amendments for Fiscal Year 2023-2024
10. Resolution No. 24-24 - Housing and Urban Development Community Development Block Grant (CDBG) Plan Year 2024 Annual Action Plan and Second Amendment to Plan Year 2021
11. Resolution No. 24-25 - Approval of Grant Subcontract in the amount of \$18,987.28 from University of North Florida Training and Services, Institute Inc., d/b/a Institute of Police Technology and Management for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility and Enforcement Project
12. Resolution No. 24-26 - Approval of the Vulnerability Assessment Grant Agreement for \$164,650.00 from the Florida Department of Environmental Protection

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

F. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

G. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

14. Environmental Advisory Board Report

H. PUBLIC HEARING

15. Second Reading - Ordinance No. 2024-10 - Amendment to Chapter 54, Article V, Police Pension Fund of the Code of Ordinances
16. Second Reading - Ordinance No. 2024-12 - Small-Scale Future Land Use Map Amendment - 890 Taylor Road (Case No. CPAM-24-0002)
17. Second Reading - Ordinance 2024-13 - Second Amendment to the Altamira Shopping Village Planned Commercial Development (PCD) and Master Development Agreement (MDA) (Case No. PRZA-24-0003)
18. First Reading - Ordinance No. 2024-14 - First Amendment to the Riveryard Master Development Agreement (Case No. PRZA-24-0005)
19. First Reading - Ordinance No. 2024-15 - Chapter 6 - Alcoholic Beverages - Article 1. In General of the Code of Ordinances

I. ADDITIONAL ITEMS

20. City Attorney
21. City Manager
 - a. Budget Discussion

J. COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

a. River to Sea TPO - Councilman Reed Foley

K. ADJOURNMENT

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



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



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

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JULY 16, 2024

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 Ken Sharp of High Point Pentecostal

Pledge of Allegiance

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

RECOGNITION AND PROCLAMATIONS

4. Parks and Recreation Month Proclamation

Mayor Don Burnette read the proclamation for Parks and Recreation Month and presented it to Susan Lovallo, Parks & Recreation Director, and the department.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

Robert spoke on item #8a specifically doesn't agree with the engineer making determinations.

6. Agenda Approval

No changes were requested by Council.

Motion to approve the agenda was made by Vice Mayor Scott Stiltner and seconded by Councilman Tracy Grubbs. Motion carried unanimously by voice vote.

Regular City Council Meeting

July 16, 2024

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7. Approval of Minutes
 - a. June 18, 2024 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval to Award ITB #24-13 for Jackson & Oak Street Drainage Improvements to GPS Civil Construction, Inc.
 - b. Approval of Task Authorization No. 6 with Zev Cohen & Associates for Construction Phase Services & Community Development Block Grant (CDBG) Compliance Monitoring relating to ITB #24-13 for Jackson and Oak Street Stormwater Improvement Project
9. Designation of Voting Delegate for Florida League of Cities Conference being held August 15-17, 2024
10. Approval of Volusia County Funding Allocation for the Edward Byrne Memorial Justice Assistance Grant Countywide (JAGC) Program
11. Resolution No. 24-19 - Stormwater Drainage Utility Annual Fee Rate Increase
12. Resolution No. 24-22 - Deed of Dedication for public purposes along the north side of Charles Street, adjacent to 1101 Charles Street (Sugar Mill Elementary)

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

PUBLIC PARTICIPATION (Agenda)

13. Spruce Creek Presentation by Derek LaMontagne and Spruce Creek RiverWorks, Inc.

Derek LaMontagne, member of Spruce Creek RiverWorks, Inc., presented his opinions regarding impacts to Spruce Creek, the need for BMAPs, and State permitting issues for the I-95/Pioneer Trail interchange.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Derek LaMontagne introduced himself as a candidate running for Port Orange Mayor and presented his vision and platform for running.

John Baker, resident of Debary, expressed his concern over the I95/Pioneer Trail interchange and the effects it can have on Spruce Creek.

Claire, Daytona Tortugas mascot Sheldon, announced the Port Orange/South Daytona game day on Friday, July 19.

Barbara Ann Heegan, President and CEO of Port Orange/South Daytona Chamber of Commerce, advocated for the Parks & Rec Bond that will be on the ballot August 20.

14. Comments/Concerns from Council Members

Councilman Tracy Grubbs commented on the 4th of July event and the floodplain letters being mailed to residents by Volusia County explaining flood insurance and FEMA. He also spoke regarding the churches being built in Port Orange.

Mayor Don Burnette also spoke about flood insurance after his parents were affected by the 2022 hurricanes.

Vice Mayor Scott Stiltner praised city personnel and Port Orange Community Trust volunteers on the 4th of July event and also mentioned Michael Booker, retired Daytona Beach Shores City Manager, passed away recently.

Mayor Don Burnette inquired about posting active solicitation permits on the City website so residents know who is valid. Wayne Clark said the Clerk's Office can start uploading them.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Parks and Recreation Advisory Board Report

Bobby Ball, Chairman of the Parks & Recreation Advisory Board, gave an update on their recent meeting.

PUBLIC HEARING

16. Second Reading - Ordinance No. 2024-11 - First Amendment to the Restated Master Development Agreement for the Catfish Commons Planned Commercial (Case No. PRZA-24-0004)

City Attorney Matthew Jones read Ordinance No. 2024-11.

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE RESTATED MASTER DEVELOPMENT AGREEMENT FOR THE CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2024-11
was made by Vice Mayor Scott Stiltner
and seconded by Councilman Drew

Bastian. Motion carried unanimously by
roll call vote.

17. Second Reading - Ordinance No. 2024-01 - Chapter 74 - Utilities - Article V.
Stormwater

City Attorney Jones read Ordinance No. 2024-01.

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 74, ARTICLE V, STORMWATER UTILITY; AMENDING SECTION 74-156 TO ADD A DEFINITION FOR "EQUIVALENT DWELLING UNIT" AND DELETE UNUSED TERMS; AMENDING SECTION 74-159 TO DESCRIBE THE ASSIGNMENT OF EQUIVALENT DWELLING UNITS TO DEVELOPED RESIDENTIAL AND NON-RESIDENTIAL PROPERTIES; AMENDING SECTION 74-161 TO ELIMINATE THE REQUIREMENT TO DESIGNATE BY RESOLUTION THE PERCENTAGE OF THE STORMWATER DRAINAGE UTILITY FEE INTENDED FOR CAPITAL IMPROVEMENTS, STREAMLINE THE PROVISIONS BY WHICH NON-RESIDENTIAL DEVELOPED PROPERTIES MAY RECEIVE CREDITS AGAINST THE AMOUNT OF THE STORMWATER DRAINAGE UTILITY FEE AS A RESULT OF ONSITE STORMWATER RETENTION FACILITIES, AND DESCRIBE THE AUTHORIZED USES OF STORMWATER FEE PROCEEDS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SCRIVENERS ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2024-01
was made by Vice Mayor Scott Stiltner
and seconded by Councilman Drew
Bastian. Motion carried unanimously by
roll call vote.

REGULAR AGENDA

18. First Reading - Ordinance No. 2024-10 - Amendment to Chapter 54, Article V,
Police Pension Fund of the Code of Ordinances

City Attorney Jones read Ordinance No. 2024-10.

ORDINANCE NO. 2024-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, AMENDING SECTION 54-122, DEFINITIONS, AMENDING THE DEFINITION OF "AVERAGE FINAL COMPENSATION"; AMENDING SECTION 54-126, PENSION BENEFITS, AMENDING THE NORMAL RETIREMENT AGE; AMENDING SECTION 54-127, FORM OF BENEFIT PAYMENTS, PROVIDING DROP ELIGIBILITY FOR CERTAIN MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2024-10 was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian.

City Attorney Jones provided a recap of the Ordinance details.

Motion carried unanimously by roll call vote.

19. Removal of Two Historic Live Oak Trees at 5005 S. Ridgewood Avenue - Port Orange Flea Market

Motion to approve the after-the-fact tree removal permit for two historic Live Oak trees along with the mitigation payment of \$16,604 to the City's Tree Bank as recommended by the Environmental Advisory Board, and payment of the \$10,000 penalty fee for the removal of two historic trees without a permit as required by the City's code was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian.

Tim Burman, Community Development Director, provided details of the item, requirements of the Land Development Code, and penalties.

Andy Clark, property owner, apologized and said the tree contractor told him they would pull the permit to remove the trees.

Mr. LaMontagne commented that the owner should sue the tree contractor and would like the city to uphold the fines and penalties as recommended by the Environmental Advisory Board.

Shawn Goepfert, resident, believes the owner is being double fined and recommended Council reconsider the excessive fines and penalties.

Wayne Clark, City Manager, informed Council that the recommendation is based on the Ordinance and that the owner is not being double fined. Mr. Clark also informed Council that the property owner could have replanted trees to mitigate and reduce the penalty amount. Attorney Jones agreed.

Motion to amend the motion to reduce the \$10,000 penalty fee to \$5,000 was made by Councilman Tracy Grubbs and seconded by Vice Mayor Scott Stiltner. Motion to amend carried 3-1 with Vice Mayor Scott Stiltner voting no.

Motion as amended carried 3-1 with Vice Mayor Scott Stiltner voting no.

ADDITIONAL ITEMS

20. City Attorney

There was nothing further.

21. City Manager

There was nothing further.

COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

a. First Step Shelter - Mayor Don Burnette provided details from their recent meeting.

b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette asked Barbara Ann-Heegan to provide details on upcoming events.

c. Arthaus - Councilman Tracy Grubbs provided details from their recent meeting and upcoming events.

ADJOURNMENT - 7:39 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
JULY 23, 2024

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 Reed Foley
Vice Mayor Scott Stiltner
Mayor Donald Burnette

Also Present:

City Manager, Wayne Clark
City Attorney, Matthew Jones
Deputy City Clerk, Tracee Cody

DISCUSSION

4. Discussion of FY 2024 - 2025 Operating Fund Budgets, Capital Outlay, and Capital Improvement Programs

Wayne Clark, City Manager, provided a presentation of budget priorities and a brief overview of the proposed budget for FY25 and answered questions of Council.

Vice Mayor Scott Stiltner suggested using reserves to fund some of the projects in the Capital Improvement Plan (CIP) in able to reduce the millage rate. He asked John McKinney, Finance Director, what the fund balance of reserves is and how much is generally unused each year that is rolled over. Mr. McKinney will gather that information and review the fund balance to see if a portion can be used to offset the millage rate without reducing the reserves balance below the Council's policy amount of 30%.

Councilmen Reed Foley and Drew Bastian do not want the reserves amount less than 33-35%.

Staff will bring back the information requested on August 6 for further discussion.

Mayor Don Burnette asked for public comments; there were none.

ACTION

5. Set Maximum Operating Millage Rate for Fiscal Year 2024-25

Motion to set the max millage rate at 4.9999 was made by Councilman Drew Bastian and seconded by Councilman Reed Foley. Motion carried 3-2 by roll call vote with Vice Mayor Scott Stiltner and Mayor Don Burnette voting no after no public comments.

Motion to set the GO bond at 0.1720 was made by Councilman Drew Bastian and seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by roll call vote.

The budget hearings will be held on Wednesday, September 4, 2024 and Wednesday, September 18, 2024. Both hearings will begin at 5:30 p.m. in Council Chambers.

ADJOURNMENT – 6:44 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/6/2024

SUBJECT: (D7a) Approval to Award RFQ for Custodial Services at City Hall to Southern Cleaning Service, Inc.

DEPARTMENT: Public Works

GOAL: 5 - Fiscal Sustainability, 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the award of RFQ-PW24BLD03-A for Custodial Services at City Hall to Southern Cleaning Service, Inc. and authorize the Mayor and City Clerk to sign all necessary documents.

SUMMARY: On June 25, 2024, the Purchasing Department issued a Request for Quote for Custodial Services at City Hall, on behalf of the Public Works Department. A voluntary walk through with potential vendors commenced on June 28th, guided by staff. Currently, City Hall is cleaned by after-hours staff and augmented by a contractor for window cleaning quarterly. Issues with staffing brought the idea of outsourcing to the forefront as a logistical and cost-effective tool.

Nine quotes for annual cost were received on July 12th, seven were deemed responsive by the Purchasing Department, as follows:

- Southern Cleaning Service Inc. \$43,847.00
- Reflections Cleaning & Maintenance LLC \$69,200.00
- Mega Service Solutions \$79,580.00
- American Janitorial, Inc \$81,149.78
- Clean Space, Inc \$85,366.80
- Contractors Enterprises, Inc. \$123,840.00
- L&B Commercial Cleaning \$181,180.00

The non-responsive contractors were Pattison's Janitorial Services, Inc. and Virtue Cleaning.

Staff requests the award go to the lowest responsive quote submitted by Southern Cleaning Services, Inc. at \$43,847.00 per year.

Southern Cleaning Service, Inc. is based in Jacksonville and has experience in the local community. Current cleaning contracts include the City of Daytona Beach, South Daytona, Clermont, and Sumter County, all being listed as references in their submittal. A review of the references confirmed satisfied clients with similar pricing for similar

services per square foot. Although there is a wide discrepancy in the prices offered for the requested services, we believe that is common in this industry and is related to the hours of service and location being an up-charge for some vendors.

The contract includes an initial two-year term and three one-year renewal options, if mutually agreeable. The contract will be managed by the Public Works Director with operational oversight by the Project Manager. These services will be paid for from the annual appropriated budget for Building Maintenance Contract Services, a general fund account, offset by removal of quarterly window washing expenses that are now included in the contract cost, and a reduction to staffing costs. The part-time position, vacant due to the retirement of a staff member, will not be filled.

PRESENTER: Tom DiEulio

ATTACHMENTS:

1.	Southern Cleaning Service, Inc. Standard Contract for Services	Southern Cleaning Service, Inc. Standard Contract for Services.pdf
2.	RFQ - PW24BLD03-A City Hall Custodial Services	RFQ - PW24BLD03-A City Hall Custodial Services.pdf
3.	RFQ PW24BLD03-A Notice of Optional Site Visit	RFQ PW24BLD03-A Notice of Optional Site Visit.pdf
4.	RFQ PW24BLD-03-A Custodial Services at City Hall Addendum 1	RFQ PW24BLD-03-A Custodial Services at City Hall Addendum 1.pdf
5.	RFQ PW24BLD-03-A Quote Tabulation	RFQ PW24BLD-03 A Quote Tabulation.pdf
6.	RFQ PW24BLD03-A Notice of Intent to Award	RFQ PW24BLD03-A Notice of Intent to Award.pdf
7.	SCSI Quote RFQ #PW24BLD-03-A	SCSI Quote RFQ #PW24BLD-03-A .pdf
8.	SCSI Unit Pricing RFQ - PW24BLD03-A Pricing	SCSI Unit Pricing RFQ - PW24BLD03-A Pricing.pdf
9.	Southern Cleaning quote - City of Port Orange Signed Documents	Southern Cleaning quote - City of Port Orange Signed Documents.pdf

Denyce Frey	Created/Initiated - 7/18/2024
Tom DiEulio	Approved - 7/18/2024
John McKinney	Approved - 7/18/2024
Matthew Jones	Approved - 7/29/2024
Wayne Clark	Approved - 7/30/2024
Tracee Cody	Final Approval - 7/31/2024



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2024, 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 **SOUTHERN CLEANING SERVICE, INC.** ("Contractor"), an Alabama corporation authorized to do business in Florida as **LBG MANAGEMENT SERVICES, INC.**, whose principal address is 13052 US Highway 11, Springville, Alabama 35146. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide Custodial Services at City Hall, and as more specifically described in Request for Quote RFQ-PW24BLD03-A Custodial Services at City Hall ("RFQ-PW24BLD03-A"), RFQ Addendum No. 1, and Schedule of Unit Pricing, attached hereto as Exhibit "1," all of which are made a part hereof by reference and shall constitute the formal written Contract between the City and the Contractor. Complete copies of RFQ-PW24BLD03-A and Contractor's submittal is available in the Office of the City Clerk.

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

Term: The initial term of this Contract shall become effective on the last date the Contract is signed by the City, and shall continue for a period of two (2) years ("Term").

Renewals: This Contract may be renewed for up to three (3) one-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in the "Schedule of Unit Pricing," in an amount not to exceed the annual appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Works Director, Thomas DiEullio, 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 23 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

Standard Insurance Requirements											
	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 Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>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.
<u>Contract Amount</u>	<u>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.											
☒	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 Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate									
Additional Insurance Requirements											

☐	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 - \$ <u>To be determined.</u>	
☐	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 amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$200,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance.		

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.

20. 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.

23. 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.

24. 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, CMC. 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.

25. 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.

26. 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.

27. *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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. *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.

29. *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: Thomas DiEullo, Public Works Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5752
Contractor:	SOUTHERN CLEANING SERVICES, INC. an Alabama corporation authorized to do business in Florida as LBG MANAGEMENT SERVICES, INC Attention: H. Dean Goforth, President 13052 US Highway 11 Springville, Alabama 35146 (904) 553-2445 – Telephone msuto@scsione.com – 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.

30. *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.

31. 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 Page Intentionally Left Blank

Witnesses:

SOUTHERN CLEANING SERVICES, INC. an Alabama corporation authorized to do business in Florida as **LBG MANAGEMENT SERVICES, INC.**

Printed Name: _____

By: _____

H. Dean Goforth, President

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

Printed Name: _____

Date: _____

At this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

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 11 Pages



SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
CUSTODIAL SERVICES AT CITY HALL
RFQ - PW24BLDG03-A

Completed Schedule of Unit Pricing form MUST be included with Submission				
Contractors are required to complete all fields shaded in green.				
NAME OF BUSINESS:		Southern Cleaning Service Inc.		
CONTACT PERSON:		Marty Suto		
EMAIL ADDRESS:		msuto@scsione.com		
AUTHORIZED NAME:		David Yance, EVP of Business Development		
AUTHORIZED SIGNATURE:				
	TASK DESCRIPTION	COST PER SET of TASKS	SERVICES PER YEAR	ANNUAL COST
1	Daily Tasks	\$ 115.35	260 *	\$ 29,991.00
2	Weekly Tasks	\$ 8.00	52	\$ 416.00
3	Bi-Monthly (1st and 3rd week) *	\$ 450	24	\$ 10,800
4	Monthly Tasks (1st 10 days)	\$ 70.00	12	\$ 840.00
5	Quarterly Tasks (1st 10 days in January, April, July, October)	\$ 300.00	4	\$ 1,200.00
6	Semi-Annual Tasks (1st 30 days of 1st and 7th month)	\$ 300.00	2	\$ 600.00
*Subject to change due to Annual City Holidays that may or may not fall on regularly scheduled days.			TOTAL QUOTE:	\$43,847

*Exterior Window Cleaning \$450 Per Event



**REQUEST FOR QUOTE
(RFQ – PW24BLD03-A)
CUSTODIAL SERVICES AT CITY HALL**

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INTRODUCTION AND OVERVIEW

The City of Port Orange (CITY) is seeking a qualified contractor to perform required custodial services for the City Hall building located at 1000 City Center Circle, Port Orange, Florida.

The Scope of Work outlines the routine cleaning assignments to be completed daily, weekly, monthly, bi-monthly, quarterly, and semi-annually. The contractor shall utilize their professional judgement on a day-to-day basis should it be necessary to manage unusual, unexpected, or specially requested cleaning which may not be outlined in this Scope of Work. The CITY shall not be charged for these services except for an exceptional type of assignment that would be substantially different from the day-to-day tasks that are outlined in this Scope of Work.

TIMELINE (Eastern Standard Time):

The City reserves the right to alter dates as needed.

DESCRIPTION	DATE
Date of distribution	June 25, 2024
Deadline for questions	July 1, 2024 by 5:00 PM
Addendum posting (if needed)	July 9, 2024
Quotes due via email to purchdiv@port-orange.org	July 12, 2024 by 2:30 PM
City Council meeting for approval of Recommendation of Award	To Be Determined

Copies of the documents, requirements, scope of work, addenda and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

All questions shall be directed **in writing** to Jill Poolman at: jpoolman@port-orange.org and purchdiv@port-orange.org and reference "Questions on RFQ #PW24BLD03-A" in the subject line. Last day for questions will be July 1, 2024 by 5:00 PM EST.

SERVICE LOCATION

City Hall – 1000 City Center Circle, Port Orange, FL 32129. The City Hall floor plan is attached to this RFQ for your reference and use. Gross square feet of City Hall is 34,298. There is also a covered walkway with 600 square feet.

TERM

The Standard Contract for Services for Custodial Services at City Hall shall have an initial term of two (2) years with three (3) one (1) year renewal options, as agreed upon by both parties.

PRICING

Pricing to include cost of all labor, cleaning supplies, overhead and profit for all tasks outlined herein and on the Schedule of Unit Pricing. The Schedule of Unit Pricing must be completed in its entirety, meaning all fields in green and must be returned to purchdiv@port-orange.org by the deadline listed in the table above. **No late quotes will be accepted.**

AWARD

Standard contract for services shall be awarded to the responsive and responsible contractor that provides the lowest total quote for the full scope of services.

HOURS OF PERFORMANCE

The contractor shall maintain regular work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the personnel of the Facility. The contractor shall deliver standard services between the hours of 5:00 PM and 1:00 AM Monday through Friday. The schedule may be adjusted, from time to time, as business needs require. If it becomes necessary for the contractor to deviate from the standard service hours, the schedule change must be pre-approved by the CITY's Project Manager for this contract, Derick Dessoie.

MINIMUM QUALIFICATIONS

Bidders shall be licensed to do business in the State of Florida (Submit Sunbiz report showing your company registered as "Active") and have at least three (3) years of experience performing custodial services in commercial buildings.

GENERAL REQUIREMENTS

- The contractor shall be responsible for all supervision required to satisfactorily perform the requirements of the contract.
- The contractor shall be responsible for informing their employees of all security measures to which they must adhere.
- The contractor shall be responsible for locking all doors and turning lights off when the contractor's employees leave the premises.
- Contractor proximity badges will be issued to each individual contractor employee on this assignment and must be carried at all times. Duplication or sharing of badges is not permitted.
- Any breach of confidentiality may result in termination of this contract.
- The contractor must furnish and maintain, in good repair, all equipment, including, but not limited to vacuum cleaners, carts, buckets, mops, brooms, buffers, etc., and any other equipment necessary to perform all tasks. There is a designated storage area for contractor's equipment and supplies.
- The contractor may either own or rent at the contractor's expense, equipment for performing the requirements of the contract.
- The contractor shall not use any products, supplies, or equipment, which may be injurious or damaging to the surfaces upon which they are to be applied.
- The contractor shall be responsible for any breakage, damage, and/or loss to the CITY's building, equipment, furniture or supplies through negligence of the contractor or their employees while working on CITY premises.
- The CITY shall provide consumables such as toilet paper, paper towels, liquid soap, air fresheners, seat covers, trash can liners, and paper cups. The contractor shall provide an inventory of these supplies and monthly usage to the Project Manager on the 1st of each month.
- All cleaning supplies such as carpet cleaning compounds, disinfectants, floor cleaners, glass cleaners, bleach, dust treatments, utility cleaners, abrasives and non-skid wax for tile floor areas shall be provided by the contractor.
- The contractor shall comply with all CITY policies.
- The contractor shall perform any and all other related and additional miscellaneous cleaning duties, which may arise from time to time as a result of accidental spilling of any office materials, supplies, or food and beverages at no additional cost.
- The contractor or a designated representative shall be available for periodic meetings with personnel from the CITY.
 - ❖ The contractor shall supply telephone number(s) of the designated representatives and substitute representatives.

- The contractor shall provide to the Project Manager a schedule of monthly, quarterly, and annual dates in which service tasks shall be performed, no later than the first day of each respective period, detailing the service and what date the work will be performed.
- The contractor shall submit a written report to the Project Manager indicating the dates said service was performed, within five (5) calendar days after completion of monthly, quarterly, and annual service tasks. Report should include any incidental repairs that contractor's employees may notice.
- The Project Manager for this contract is Derick Dessoie, Facilities Manager (386-214-8080). Any questions or issues the awarded contractor may have regarding performance of tasks, scheduling, reporting, issues with the building, etc. should be directed to Mr. Dessoie.
- Contractor staff personnel must wear identification, visible at all times while on CITY property.
- Contractor shall notify the Project Manager of any changes in personnel and all new personnel shall be introduced in person to the Project Manager.
- Invoices to the CITY may be issued weekly, bi-weekly, or monthly, at the contractor's discretion, however it must be at least 5 calendar days following completed services, allowing for review and acceptance of all completed services and any written reports.
- The CITY may reduce an invoice for liquidated damages for failure to perform. Failure to perform any task required by the Contract or required by written amendments to the Contract may result in assessment of liquidated damages of \$20.00 per task, per day. The CITY may waive liquidated damages if the contractor remedies the situation within a given period of time prescribed by the CITY.
When the CITY elects to correct a problem or situation, it may deduct expenses to make such correction from the contractor's current or future invoice.
- All personnel employed by the contractor who are assigned to this contract shall be required to pass a criminal background check and drug screening to be paid for and arranged by the awarded contractor. Contractor shall maintain all background check and drug screening records of all assigned personnel for the duration of the Contract and shall make these records available to the CITY upon request.
- The City reserves the right to request a random drug test be performed, at the contractor's expense, on a specific employee or employees – to be completed within 24 hours of request.
- The City reserves the right to request the removal of any contractor employee from assignment to this location, at any time, for any reason.
- The Contract will include a termination clause as is in the Sample Contract attached.

SCOPE OF WORK

DAILY TASKS

- Thoroughly sweep all hard floors, including stairwells.
- Wet mop all hard floor areas.
- Wet mop all restroom floors, including baseboards, using a neutral cleaner with disinfectant.
- Thoroughly clean all restrooms and restroom fixtures, including mirrors, shelves, wash basins, stools, urinals, counters, kick boards, shower stalls, partitions, and floors. All restroom equipment to be properly disinfected. Use a cleanser appropriate to the surface being cleaned to prevent damage to that surface while providing the required disinfection.
 - ❖ Replenish all restroom supplies (toilet tissue, soap, towels, etc..) provided by CITY.
 - ❖ Wash basins shall be cleaned with an abrasive cleaner, rinsed with clean water and damp wiped to remove excess water. Shine wash basins with dry cloth.
 - ❖ Mirrors shall be sprayed with a cleaning chemical and wiped clean with dry cloth. A second cloth shall be utilized to remove streaks and smears. Toilet bowls shall be cleaned with disinfectant and brush specifically designed for such task and all portions of the toilet shall be cleaned to include the interior, flush rim, seat, exterior and exposed plumbing.

- ❖ Urinals shall be cleaned with a disinfectant and brush specifically designed for such task and all portions of the urinal shall be cleaned to include interior, exterior, and exposed plumbing.
- ❖ Any graffiti on any walls or partitions shall be removed immediately.
- Clean all entrance door glass, inside and outside, removing all fingerprints and dirt. All entries shall be kept clean removing spider webs from glass from ten feet prior to the door. All trash receptacles shall be emptied, including at Gazebo and at the bottom of stairs of covered walkway. Covered walkway and entry shall be swept or blown clean of all debris. Any graffiti shall be removed immediately.
- Clean and disinfect all drinking fountains and empty and clean outside ashtrays.
- Empty all wastepaper baskets, trash and disposal containers and remove this refuse from the building premises to the outside dumpster.
- Empty all recycling bins and remove this refuse from the building to the designated recycling dumpster.
- Vacuum all carpets.
- Spot Clean all hallway and office carpet as required to remove spillage or stained areas.
- Remove all trash from all areas around building, including parking areas in front of building. Sweep or blow all exterior walkways leading to entrances, blower must be used prior to 10 PM due to CITY noise ordinance.
- Clean break areas, including tables, chairs, bars, sinks, appliances, and coffee areas. Clean inside and outside of microwaves. Clean counters and exterior of any cabinetry with a damp cloth. Replenish towels and soap.
- Clean all interior windows as needed.
- Unlock City Hall for various Board and Council meetings and secure building when meeting is over.
- Using treated cloth: wipe all desktops, tables, conference tables, countertops, windowsills, and other flat surfaces for removal of dust, dirt, fingerprints, eraser shavings, etc. in all offices, conference rooms, and council chambers. Clean all glass topped desks with window cleaner.
- Clean any other area not mentioned above which, left un-cleaned, would detract from the beauty of the building (inside & outside).
- Contractor shall report any anomalies to the Project Manager immediately, such as leaking faucets, broken windows, missing trash cans, mal-functioning door locks, etc.

WEEKLY TASKS

- Using a damp treated cloth, wipe all surfaces, including, but not limited to, file cabinets, lockers, chairs, telephones, windowsills, door frames, vertical surfaces of office furniture and equipment, etc.
- On a rotating basis, clean all walls and partition surfaces and thoroughly wash to give a clean satisfactory appearance. Partitions shall be wiped clean to include hinges, tops and wall surfaces.
- Clean elevators by sweeping the floor and wiping down walls and signal buttons with a damp treated cloth to remove fingerprints and dirt.

BI-MONTHLY TASKS 1ST WEEK & 3RD WEEK

- Washing of windows on the inside and outside of the building.

MONTHLY TASKS 1ST TEN DAYS

- Thoroughly scrub restroom floors, including baseboards.
- Sweep, dust and mop custodian storage areas.
- Clean all heating and cooling vents, exhaust vents, horizontal blinds and exposed pipes, ceiling fans, and ceiling tiles for removal of dust and cobwebs.
- Clean all doors, doorframes, thresholds, and floor mats. Floor mats shall be shaken then swept or vacuumed.

- Spray and buff all hard floor surfaces with a high-speed buffer.
- Dust shelves in offices and common areas.

QUARTERLY TASKS 1ST TEN DAYS JANUARY, APRIL, JULY, OCTOBER

- Strip and wax all vinyl tile, ceramic tile, and terrazzo floors. Move and return all furniture, desk, chairs, tables, file cabinets and any other equipment on floor surfaces necessary to accomplish the job.

SEMI-ANNUAL TASKS 1ST WITHIN 30 DAYS OF CONTRACT START DATE, 2ND 6 MONTHS LATER

- Thoroughly clean all office carpets using a steam cleaning extraction process. Contractor shall notify contact person which areas shall be cleaned no less than 14 calendar days prior to start of carpet cleaning. Move and return all movable furniture, chairs, tables, and any other equipment on the floor surfaces necessary to accomplish the job.
- A schedule should be established so that all walls shall have been cleaned at least twice during any contract year.

INSURANCE REQUIREMENTS:

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.

IMPORTANT: The CITY does 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, non-renewal, 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 of 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 limits set forth herein. 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 the insurance coverage requirement 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 and does not waive the insurance required by this. 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.

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All contractors 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 Contract and shall expressly require any subcontractor performing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of Contract. Contractors shall complete the attached E-Verify Affidavit and include it in the returned quote package along with the first few pages of their 'My Company Profile' from their E-Verify account. Failure to include the affidavit may result in rejection of the quote.

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- Florida business as confirmed thru SunBiz.org.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie firm who has or had a contract with the City and performance is or was not satisfactory, the other tied firm is awarded.
- Drug free workplace policy in place.

INSTRUCTIONS FOR QUOTING

SUBMITTAL

All submittal packages must be returned via email to purchdiv@port-orange.org by the date and time outlined in the Timeline table on p. 2 of this document or as amended (if needed) via published addendum.

WITHDRAWAL OF QUOTES

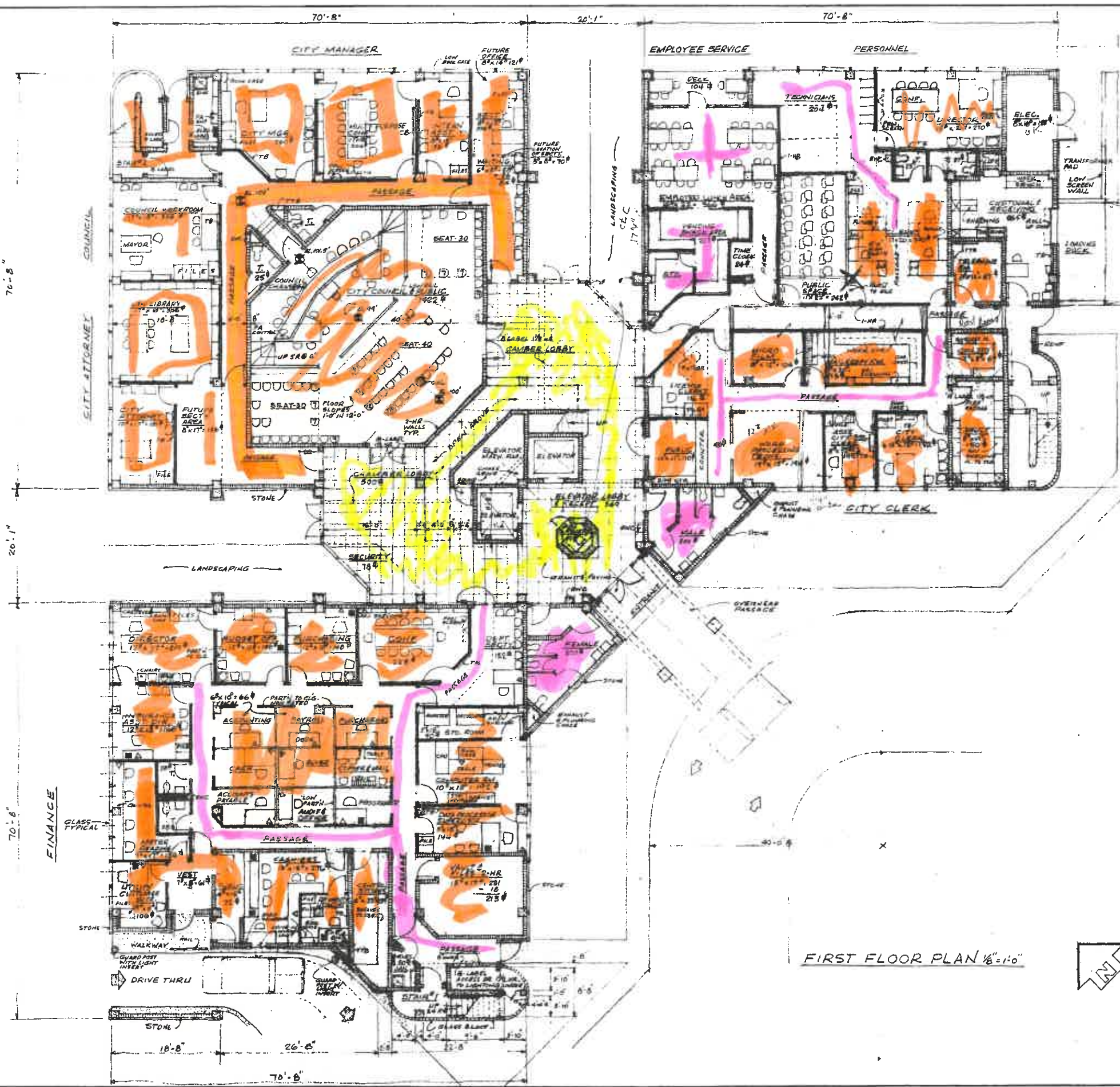
NO quote shall be withdrawn for a period of one-hundred-twenty (120) days subsequent to the RFQ opening without the consent of the City of Port Orange. Negligence on the part of the quoting firm in preparing their quote confers no right of withdrawal or modification after the quote has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn quote shall not be resubmitted.

REFERENCES

Bidders must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFQ on the provided *Professional References* form. Failure to provide verifiable references may cause your submittal to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

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All responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED.



SQUARE FOOTAGE:

EA. POD 70' x 70' = 4900 x 3 = 14,700 SQ. FT.

DEPARTMENT	NET
CITY COUNCIL/PUBLIC (PUBLIC TOILETS) 2228	NET
CITY MANAGER	910
CITY CLERK	1216
FINANCE	3124
PERSONNEL	1056
CITY ATTORNEY	623
BUILDING	2002
ENGINEERING	1183
PLANNING	936
FIRE PREVENTION	391
EMPLOYEE SERVICE	711
CUSTODIAL	389
PUBLIC & EMPLOYEE TOILET Rm 1018	NET
ELEVATOR LOBBY	600
PAX RECEPTIONIST	25
SECURITY AREA	78
CUSTODIAL & RECEIVING	265
TELEPHONE RM.	87
ELECTRICAL RM.	128
LIBRARY AREA	976
TOTAL	25,244

GROSS SQ. FOOT BUILDING = 33,874
 (OUT TO OUT COLUMNS)
 EXTERIOR WALL FINISH + 444
 34,298
 NOTE: COVERED WALK NOT INCLUDED
 APPROX 12' x 50' = 600
 34,898

34,298 Less P. 1/2
 - 25,244 Net. P. 1/2
 9,054 Circulation
 26 to 30% Circulation
 34,298 / 9,054

*Circulation
Stairs
Elevators
Structure*

- STRIP & WAX
- MOP
- VACUUM

FIRST FLOOR PLAN 1/8" = 1'-0"

CITY HALL	
REVISIONS PRELIMINARY	
CITY OF PORT ORANGE MUNICIPAL COMPLEX	
PORT ORANGE, FLORIDA	
COMM. NO.	WILLIAM FAUST
DRAWN BY	ARCHITECT, P.A.
DATE	DAYTONA BEACH, FLORIDA



**REQUEST FOR QUOTE
(RFQ – PW24BLD03-A)
CUSTODIAL SERVICES AT CITY HALL**

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INTRODUCTION AND OVERVIEW

The City of Port Orange (CITY) is seeking a qualified contractor to perform required custodial services for the City Hall building located at 1000 City Center Circle, Port Orange, Florida.

The Scope of Work outlines the routine cleaning assignments to be completed daily, weekly, monthly, bi-monthly, quarterly, and semi-annually. The contractor shall utilize their professional judgement on a day-to-day basis should it be necessary to manage unusual, unexpected, or specially requested cleaning which may not be outlined in this Scope of Work. The CITY shall not be charged for these services except for an exceptional type of assignment that would be substantially different from the day-to-day tasks that are outlined in this Scope of Work.

TIMELINE (Eastern Standard Time):

The City reserves the right to alter dates as needed.

DESCRIPTION	DATE
Date of distribution	June 25, 2024
Deadline for questions	July 1, 2024 by 5:00 PM
Addendum posting (if needed)	July 9, 2024
Quotes due via email to purchdiv@port-orange.org	July 12, 2024 by 2:30 PM
City Council meeting for approval of Recommendation of Award	To Be Determined

Copies of the documents, requirements, scope of work, addenda and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

All questions shall be directed **in writing** to Jill Poolman at: jpoolman@port-orange.org and purchdiv@port-orange.org and reference "Questions on RFQ #PW24BLD03-A" in the subject line. Last day for questions will be July 1, 2024 by 5:00 PM EST.

SERVICE LOCATION

City Hall – 1000 City Center Circle, Port Orange, FL 32129. The City Hall floor plan is attached to this RFQ for your reference and use. Gross square feet of City Hall is 34,298. There is also a covered walkway with 600 square feet.

TERM

The Standard Contract for Services for Custodial Services at City Hall shall have an initial term of two (2) years with three (3) one (1) year renewal options, as agreed upon by both parties.

PRICING

Pricing to include cost of all labor, cleaning supplies, overhead and profit for all tasks outlined herein and on the Schedule of Unit Pricing. The Schedule of Unit Pricing must be completed in its entirety, meaning all fields in green and must be returned to purchdiv@port-orange.org by the deadline listed in the table above. **No late quotes will be accepted.**

AWARD

Standard contract for services shall be awarded to the responsive and responsible contractor that provides the lowest total quote for the full scope of services.

HOURS OF PERFORMANCE

The contractor shall maintain regular work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the personnel of the Facility. The contractor shall deliver standard services between the hours of 5:00 PM and 1:00 AM Monday through Friday. The schedule may be adjusted, from time to time, as business needs require. If it becomes necessary for the contractor to deviate from the standard service hours, the schedule change must be pre-approved by the CITY's Project Manager for this contract, Derick Dessoye.

MINIMUM QUALIFICATIONS

Bidders shall be licensed to do business in the State of Florida (Submit Sunbiz report showing your company registered as "Active") and have at least three (3) years of experience performing custodial services in commercial buildings.

GENERAL REQUIREMENTS

- The contractor shall be responsible for all supervision required to satisfactorily perform the requirements of the contract.
- The contractor shall be responsible for informing their employees of all security measures to which they must adhere.
- The contractor shall be responsible for locking all doors and turning lights off when the contractor's employees leave the premises.
- Contractor proximity badges will be issued to each individual contractor employee on this assignment and must be carried at all times. Duplication or sharing of badges is not permitted.
- Any breach of confidentiality may result in termination of this contract.
- The contractor must furnish and maintain, in good repair, all equipment, including, but not limited to vacuum cleaners, carts, buckets, mops, brooms, buffers, etc., and any other equipment necessary to perform all tasks. There is a designated storage area for contractor's equipment and supplies.
- The contractor may either own or rent at the contractor's expense, equipment for performing the requirements of the contract.
- The contractor shall not use any products, supplies, or equipment, which may be injurious or damaging to the surfaces upon which they are to be applied.
- The contractor shall be responsible for any breakage, damage, and/or loss to the CITY's building, equipment, furniture or supplies through negligence of the contractor or their employees while working on CITY premises.
- The CITY shall provide consumables such as toilet paper, paper towels, liquid soap, air fresheners, seat covers, trash can liners, and paper cups. The contractor shall provide an inventory of these supplies and monthly usage to the Project Manager on the 1st of each month.
- All cleaning supplies such as carpet cleaning compounds, disinfectants, floor cleaners, glass cleaners, bleach, dust treatments, utility cleaners, abrasives and non-skid wax for tile floor areas shall be provided by the contractor.
- The contractor shall comply with all CITY policies.
- The contractor shall perform any and all other related and additional miscellaneous cleaning duties, which may arise from time to time as a result of accidental spilling of any office materials, supplies, or food and beverages at no additional cost.
- The contractor or a designated representative shall be available for periodic meetings with personnel from the CITY.
 - ❖ The contractor shall supply telephone number(s) of the designated representatives and substitute representatives.

- The contractor shall provide to the Project Manager a schedule of monthly, quarterly, and annual dates in which service tasks shall be performed, no later than the first day of each respective period, detailing the service and what date the work will be performed.
- The contractor shall submit a written report to the Project Manager indicating the dates said service was performed, within five (5) calendar days after completion of monthly, quarterly, and annual service tasks. Report should include any incidental repairs that contractor's employees may notice.
- The Project Manager for this contract is Derick Dessoie, Facilities Manager (386-214-8080). Any questions or issues the awarded contractor may have regarding performance of tasks, scheduling, reporting, issues with the building, etc. should be directed to Mr. Dessoie.
- Contractor staff personnel must wear identification, visible at all times while on CITY property.
- Contractor shall notify the Project Manager of any changes in personnel and all new personnel shall be introduced in person to the Project Manager.
- Invoices to the CITY may be issued weekly, bi-weekly, or monthly, at the contractor's discretion, however it must be at least 5 calendar days following completed services, allowing for review and acceptance of all completed services and any written reports.
- The CITY may reduce an invoice for liquidated damages for failure to perform. Failure to perform any task required by the Contract or required by written amendments to the Contract may result in assessment of liquidated damages of \$20.00 per task, per day. The CITY may waive liquidated damages if the contractor remedies the situation within a given period of time prescribed by the CITY.
When the CITY elects to correct a problem or situation, it may deduct expenses to make such correction from the contractor's current or future invoice.
- All personnel employed by the contractor who are assigned to this contract shall be required to pass a criminal background check and drug screening to be paid for and arranged by the awarded contractor. Contractor shall maintain all background check and drug screening records of all assigned personnel for the duration of the Contract and shall make these records available to the CITY upon request.
- The City reserves the right to request a random drug test be performed, at the contractor's expense, on a specific employee or employees – to be completed within 24 hours of request.
- The City reserves the right to request the removal of any contractor employee from assignment to this location, at any time, for any reason.
- The Contract will include a termination clause as is in the Sample Contract attached.

SCOPE OF WORK

DAILY TASKS

- Thoroughly sweep all hard floors, including stairwells.
- Wet mop all hard floor areas.
- Wet mop all restroom floors, including baseboards, using a neutral cleaner with disinfectant.
- Thoroughly clean all restrooms and restroom fixtures, including mirrors, shelves, wash basins, stools, urinals, counters, kick boards, shower stalls, partitions, and floors. All restroom equipment to be properly disinfected. Use a cleanser appropriate to the surface being cleaned to prevent damage to that surface while providing the required disinfection.
 - ❖ Replenish all restroom supplies (toilet tissue, soap, towels, etc..) provided by CITY.
 - ❖ Wash basins shall be cleaned with an abrasive cleaner, rinsed with clean water and damp wiped to remove excess water. Shine wash basins with dry cloth.
 - ❖ Mirrors shall be sprayed with a cleaning chemical and wiped clean with dry cloth. A second cloth shall be utilized to remove streaks and smears. Toilet bowls shall be cleaned with disinfectant and brush specifically designed for such task and all portions of the toilet shall be cleaned to include the interior, flush rim, seat, exterior and exposed plumbing.

- ❖ Urinals shall be cleaned with a disinfectant and brush specifically designed for such task and all portions of the urinal shall be cleaned to include interior, exterior, and exposed plumbing.
- ❖ Any graffiti on any walls or partitions shall be removed immediately.
- Clean all entrance door glass, inside and outside, removing all fingerprints and dirt. All entries shall be kept clean removing spider webs from glass from ten feet prior to the door. All trash receptacles shall be emptied, including at Gazebo and at the bottom of stairs of covered walkway. Covered walkway and entry shall be swept or blown clean of all debris. Any graffiti shall be removed immediately.
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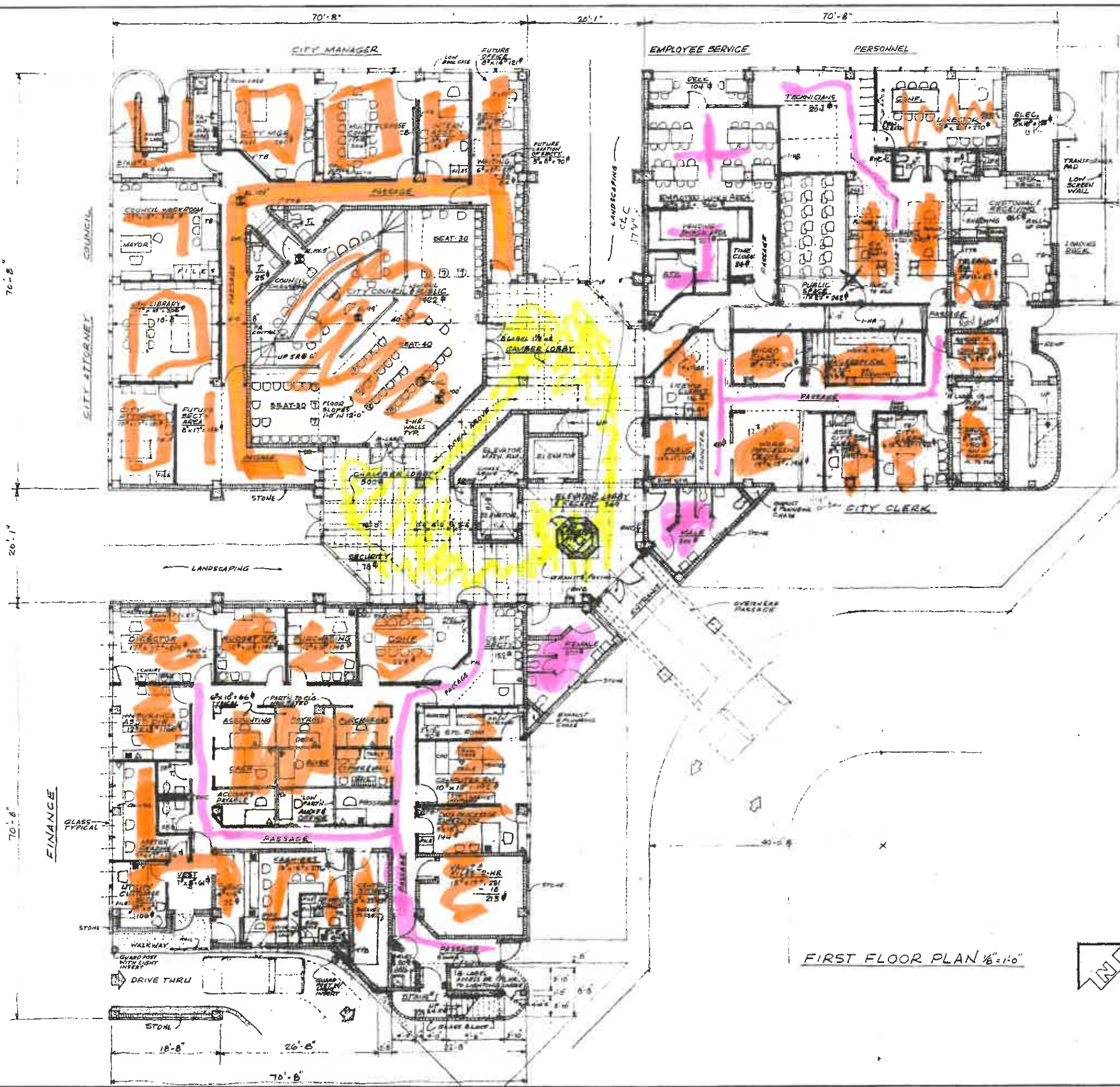
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*Circulation
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CITY HALL	
PRELIMINARY	
CITY OF PORT ORANGE MUNICIPAL COMPLEX	
PORT ORANGE, FLORIDA	
COMM. NO.	WILLIAM FAUST
DRAWN BY	ARCHITECT, P.A.
DATE	DAYTONA BEACH, FLORIDA

Standard Insurance Requirements			
Required	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 Form.	<u>Contract Amount</u> Up to \$10 million <u>Limits</u> 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 each 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	
Additional Insurance Requirements			
☐	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 required handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Installation Floater (IT)	<u>Limits:</u> Coverage – To Be Determined	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Professional Liability/Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – To Be Determined	
☐	Payment and Performance Bond required	<u>Limits:</u> Coverage – equal to amount of contract	
	City Manager waives Payment and Performance Bond for work under \$200,000 unless otherwise requested by the Department Head		
	Unless otherwise required by law, City Manager waives insurance for FOB goods.		

REQUIRED FORMS

All required forms must be completed in their entirety, signed and notarized when required. The omission or incompleteness of any form may be the cause of rejection of your submittal. Below is a Submittal Checklist for your use.

SUBMITTAL CHECKLIST

- _____ Schedule of Unit Pricing
- _____ State of Florida Sunbiz report
- _____ E-Verify Affidavit and proof of E-Verify registration (My Company Profile)
- _____ Professional References
- _____ Local Business Affidavit
- _____ Drug-Free Preference Statement



SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
CUSTODIAL SERVICES AT CITY HALL
RFQ - PW24BLDG03-A

Completed Schedule of Unit Pricing form MUST be included with Submission				
Contractors are required to complete all fields shaded in green.				
NAME OF BUSINESS:				
CONTACT PERSON:				
EMAIL ADDRESS:				
AUTHORIZED NAME:				
AUTHORIZED SIGNATURE:				
	TASK DESCRIPTION	COST PER SET of TASKS	SERVICES PER YEAR	ANNUAL COST
1	Daily Tasks	\$	260 *	\$
2	Weekly Tasks	\$	52	\$
3	Bi-Monthly (1st and 3rd week)	\$	24	\$
4	Monthly Tasks (1st 10 days)	\$	12	\$
5	Quarterly Tasks (1st 10 days in January, April, July, October)	\$	4	\$
6	Semi-Annual Tasks (1st 30 days of 1st and 7th month)	\$	2	\$
*Subject to change due to Annual City Holidays that may or may not fall on regularly scheduled days.			TOTAL QUOTE:	

E-VERIFY AFFIDAVIT



CITY OF PORT ORANGE CONTRACTOR E-VERIFY AFFIDAVIT IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

RFQ Number: _____

I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Print or Type Name, Title

Signature of Affiant

Federal Employer ID Number (FEIN)

E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____ and who:

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The submitting firm proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange.)**

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal

LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and the State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Project# (as applicable): _____

Business Name: _____ Contact Person/Title: _____

Mailing Address: _____ City, State, Zip: _____

Phone Number: _____ Email address: _____

Physical Presence of Business: ☐ Headquarters ☐ Principal Place of Business

Within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

Business Structure: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION – I understand that:

A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>.

Exemptions from Local Preference

Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

As an authorized representative of the Firm, I certify that this Firm complies fully with the above requirements.

Name of Business

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____ and who:

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE QUOTES – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more quotes, bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied firms have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____ and who:

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition,

I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ **Date:** _____

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKERS' COMPENSATION

State of _____ County of _____

I, _____, being duly sworn according to law, depose and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20____ to _____, 20____.

WITNESS:

CONTRACTOR:

By: _____

Company: _____

Name: _____

By: _____

Name/Title: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public Signature

Notary Public Printed Name



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20__, 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 _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

(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 on behalf of the City and shall continue until _____ (the "Term").

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. **If the contract is for goods include the following:** Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the **Purchase Order(s) or Notice to Proceed** issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit " " attached hereto, subject to a limit up to but not to exceed \$. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The , 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 23 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

Standard Insurance Requirements											
	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 Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>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.
<u>Contract Amount</u>	<u>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.											
☒	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 Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	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 - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of 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. 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 on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Contractor with any subcontractor performing work under this Contract shall include the following language: "The Sub-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 on or after the effective date of this Contract and thereafter during the remaining term of the Contract. The Contractor covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be in material breach of this Contract and Contractor shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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, CMC. 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.

23. 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

24. 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.

26. 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.

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: [REDACTED]
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-[REDACTED]

Contractor: [REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

28. Contract Construction

CITY OF PORT ORANGE - STANDARD CONTRACT FOR SERVICES /CA

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.

29. 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]

DRAFT

Witnesses:



Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Printed Name: _____

Date: _____

DRAFT

CITY OF PORT ORANGE

By: _____

Wayne Clark, City Manager **OR**
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____



NOTICE of OPTIONAL SITE VISIT

RFQ #PW24BLD03-A

CUSTODIAL SERVICES AT CITY HALL

Notice is hereby given that an optional site visit/walk-through will be held for the above referenced Request for Quotes on Friday, June 28, 2024 at 9:00 AM EST. This site visit will be held at City Hall located at:

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

All attendees to this optional site visit will be required to sign an attendance sheet.

We look forward to seeing you!



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
purchdiv@port-orange.org

ADDENDUM #1

July 9, 2024

RFQ #PW24BLD-03-A CUSTODIAL SERVICES AT CITY HALL

To All Submitters:

The following changes, clarifications and additions are hereby made part of the RFQ for the above referenced project dated June 25, 2024 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 quote.

A. CLARIFICATIONS:

None

B. CHANGES TO RFQ DOCUMENT:

On p. 5 of the RFQ under **DAILY TASKS**, the following verbiage is hereby added to the 13th bullet point:

The interior of all windows shall be spot cleaned daily as needed. The exterior of all 1st floor windows shall also be spot cleaned daily as needed.

On p. 5 of the RFQ under **BI-MONTHLY TASKS 1ST WEEK & 3RD WEEK**, the following verbiage is hereby added to the RFQ:

The exterior of all windows on both floors shall be cleaned bi-monthly on the first and third week of each month.

C. QUESTIONS AND ANSWERS:

Question #1

Who provides the consumables like toilet paper and soap? Are these included in the contract?

Answer

The City provides consumables. A list of these is provided on p. 3 of the RFQ document.

Question #2

Does the contract include a living wage requirement?

Answer

No.

Question #3

Is a bond required for this bid?

Answer

There is no Bid Bond required for this RFQ.

Question #4

By how much was the last contractor awarded the contract?

Answer

There is not a current contract for these services as they are performed by City staff.

Question #5

Who is the current vendor?

Answer

These services are currently performed in-house.

Question #6

What is the current annual cost for this contract?

Answer

See answer to Question #5 above.

Question #7

For the exterior walkway area (600 square feet) is the responsibility for this area only cleaning debris trash etc. or are any power washing requirement?

Answer

Trash shall be removed from the receptacles at the bottom of the covered walkway stairs and the covered walkway shall be swept or blown clean of all debris daily. (See p. 5 of the RFQ document.)

Question #8

Can you provide the square footage for the vct floors area that needs to be waxed?

Answer

Totals of each area are shown on the maps on p. 8 & 9 of the RFQ document. To determine the total square footage that must be stripped and waxed you would add the square footage of what's highlighted in yellow on each respective map.

Question #9

Can you provide square footage of the area that needs carpet cleaning?

Answer

Totals of each area are shown on the maps on p. 8 & 9 of the RFQ document. To determine the total square footage of carpet that must be cleaned you would add the square footage of what's highlighted in orange on each respective map.

Question #10

The RFQ states that one of the daily tasks is to clean the interior windows as needed. Under bi-monthly tasks, the RFQ states to wash the windows on the inside and outside of the building. There is a significant amount of glass which will substantially increase cleaning man-hours and lift rental costs. What is the level of interior and exterior window cleaning needed? Are you looking for cleaners to get on ladders inside of office spaces to get the glass that goes from ceiling to floor every two weeks throughout the entire interior of the building or is the daily interior window maintenance sufficient? For exterior window cleaning, are you looking for just the first floor to be done bi-monthly or for the first and second floor exterior windows?

Answer

See Section B. above.

Jill Poolman, NIGP-CPP, CPPO, CPPB, FCCM/Purchasing Manager
jpoolman@port-orange.org

In all other respects, except as specifically stated herein, the subject RFQ #PW24BLD-03-A Custodial Services at City Hall remains unchanged.

END OF ADDENDUM #1



CITY OF PORT ORANGE
CUSTODIAL SERVICES AT CITY HALL
RFQ #PW24BLD03-A
QUOTE TABULATION

			L&B Commercial Cleaning		American Janitorial, Inc.		Clean Space, Inc.		Southern Cleaning Service, Inc.		Contractors Enterprises, Inc.	
	TASK DESCRIPTION	SERVICES PER YEAR	COST PER SET of TASKS	ANNUAL COST	COST PER SET of TASKS	ANNUAL COST	COST PER SET of TASKS	ANNUAL COST	COST PER SET of TASKS	ANNUAL COST	COST PER SET of TASKS	ANNUAL COST
1	Daily Tasks	260	\$444.00	\$115,440.00	\$172.62	\$44,881.20	\$182.18	\$47,366.80	\$115.35	\$29,991.00	\$310.00	\$80,600.00
2	Weekly Tasks	52	\$160.00	\$8,320.00	\$101.54	\$5,280.08	\$0.00	\$0.00	\$8.00	\$416.00	\$180.00	\$9,360.00
3	Bi-Monthly (1st and 3rd week)	24	\$1,500.00	\$36,000.00	\$725.00	\$17,400.00	\$450.00	\$10,800.00	\$450.00	\$10,800.00	\$350.00	\$8,400.00
4	Monthly Tasks (1st 10 days)	12	\$160.00	\$1,920.00	\$220.00	\$2,640.00	\$600.00	\$7,200.00	\$70.00	\$840.00	\$600.00	\$7,200.00
5	Quarterly Tasks (1st 10 days in January, April, July, October)	4	\$1,375.00	\$5,500.00	\$759.00	\$3,036.00	\$4,000.00	\$16,000.00	\$300.00	\$1,200.00	\$2,720.00	\$10,880.00
6	Semi-Annual Tasks (1st 30 days of 1st and 7th month)	2	\$7,000.00	\$14,000.00	\$3,956.25	\$7,912.50	\$2,000.00	\$4,000.00	\$300.00	\$600.00	\$3,700.00	\$7,400.00
*Subject to change due to Annual City Holidays that may or may not fall on regularly scheduled days.			TOTAL QUOTE:	\$181,180.00	TOTAL QUOTE:	\$81,149.78	TOTAL QUOTE:	\$85,366.80	TOTAL QUOTE:	\$43,847.00	TOTAL QUOTE:	\$123,840.00

			NON-RESPONSIVE		NON-RESPONSIVE		Reflections Cleaning & Maintenance, LLC		Mega Service Solutions	
			Pattison's Janitorial Services, LLC		Virtue Cleaning					
	TASK DESCRIPTION	SERVICES PER YEAR	COST PER SET of TASKS	ANNUAL COST	COST PER SET of TASKS	ANNUAL COST	COST PER SET of TASKS	ANNUAL COST	COST PER SET of TASKS	ANNUAL COST
1	Daily Tasks	260					\$175.00	\$45,500.00	\$150.50	\$39,130.00
2	Weekly Tasks	52					\$200.00	\$10,400.00	\$50.00	\$2,600.00
3	Bi-Monthly (1st and 3rd week)	24					\$200.00	\$4,800.00	\$900.00	\$21,600.00
4	Monthly Tasks (1st 10 days)	12					\$175.00	\$2,100.00	\$125.00	\$1,500.00
5	Quarterly Tasks (1st 10 days in January, April, July, October)	4					\$1,100.00	\$4,400.00	\$900.00	\$3,600.00
6	Semi-Annual Tasks (1st 30 days of 1st and 7th month)	2					\$1,000.00	\$2,000.00	\$5,575.00	\$11,150.00
*Subject to change due to Annual City Holidays that may or may not fall on regularly scheduled days.			TOTAL QUOTE:		TOTAL QUOTE:		TOTAL QUOTE:	\$69,200.00	TOTAL QUOTE:	\$79,580.00

 Buyer

 Witness



NOTICE OF INTENT TO AWARD

July 15, 2024

RFQ #PW24BLD03-A

CUSTODIAL SERVICES AT CITY HALL

On July 12, 2024 the City of Port Orange received seven (7) responsive quotes for RFQ #24BLD03-A Custodial Services at City Hall.

After review of the responses, City Staff has made a recommendation to award a contract for these services to the following firm:

Southern Cleaning Service, Inc.

This recommendation of award will be presented to City Council for approval in the near future. Interested parties may review the City Council agenda at: [https://www.port-orange.org/776/Agendas- and-Minutes](https://www.port-orange.org/776/Agendas-and-Minutes).

Jill Poolman, NIGP-CPP, CPPO, CPPB, FCCM
Purchasing Manager

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on July 18, 2024 at 4:00 PM EST.



SOUTHERN CLEANING SERVICE INC.



Marty Suto
7900 Belfort Parkway
Jacksonville, FL. 32256
(904) 553-2445
msuto@scsione.com

City of Port Orange
Custodial Services for City Hall
RFQ-PW24BLD03-A
Due Date: July 12, 2024

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Tab 1 – Experience and Resources of Organization

Tab 2 – Approach to Perform The Services as Requested

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Tab 5 – References

Tab 6 – Equipment & Supplies

Tab 1 – Experience and Resources of Organization



SOUTHERN CLEANING SERVICE INC.

Cover Letter from Marty Suto

Hi, my name is Marty Suto and I will be your primary connection to SCSI, managing the day-to-day operations with the City of Port Orange. I have a background in sales with a strong understanding of servicing accounts in all industries. It is important to me to make the pre-proposal site inspections to evaluate and prepare a concise cleaning strategy. I plan on doing quarterly and annually reviews with my crew and with each department head of the City to maintain a consistent level of quality service.

At SCSI, we specialize in all forms of facilities management/janitorial care, servicing, healthcare, education, big box retail, industrial manufacturing and distribution facilities, banks, and offices.

Thank you - Marty Suto





SOUTHERN CLEANING SERVICE INC.

“Our promise is to guarantee the best facility maintenance experience from start to finish with relationships that will last a lifetime”

WHO WE ARE

Southern Cleaning Service, Inc. (SCSI) was established in 1983 and has been providing professional janitorial services for numerous locations throughout the Southeast. Customer service and keeping our clients long-term has always been our main focus. Building trust and becoming a long-term partner with each client is what makes us one of the strongest in our industry. Over the last 40+ years, SCSI has evolved into a facility maintenance services company that offers a wide variety of services to our clients, including full-service facility cleaning and supply management, consulting and program development, equipment and supply services, polished concrete maintenance and supply, commercial and residential outdoor/landscaping supplies and propane fuel sales.

Our long term client retention rate is the strength and support of our business. We have a strong foundation and are prepared to grow with new and existing clients across the US. We continue to grow organically and through acquisitions and partnerships with other great businesses in our industry.



H. Dean Goforth

President/CEO/Founder



SCSI was founded in 1983 in order to meet facility maintenance and management needs of multiple clients. The company continues to grow under his leadership and follows the same vision today as he had in the beginning: “Be the best at what we do and retain long-term relationships with our customers by delivering on our promise to them.” His experience in this area, process, efficiency, design, and implementation for both retail and industrial clients led him to be awarded the US Small Business Young Entrepreneur award in 1992.

He has also served and affiliated with the State of Alabama Economic Development Board, US Small Business Council, State of Alabama Forever Wild Program, and SBA Economic Development Board. He works with various philanthropic organizations and youth mentoring programs and is proactive in helping those in need.

Dean has authored many industry articles and labels one of his strengths is building long term relationships with customers, employees, advisers, and financial partners.

Dean’s philosophy for success is first, his faith in God, second, his relationship with his family, and after that comes his successful business endeavors.



David Yance
EVP Business
Development



Carlos R. Sanchez
EVP Strategy/Execution



Rob Leonardi
EVP of Operations



Chris Collins
EVP of Operations



James Jennings
RVP South Carolina



Mike Wheeler
Chief Financial Officer



Ron Ryals
Human Resource
Manager



Russ Metevia
Jacksonville Regional
Sales Manager
SCSI – 4 years

Russ is a customer focused, results-driven sales manager with 30+ years of experience delivering revenue growth by developing and implementing strategic client solutions. He has a proven track record working for fortune 500 multi-national enterprises while guiding teams of 10+ resources by prospecting and winning key accounts through customer needs satisfaction. His has a background in telecommunications, technology and office services with client relationship building skills that translate across industry. Russ is a Business Management Graduate from Oakland University leading the team in Florida and South GA through consultative selling and building long customer relationships.



David McDowell
Jacksonville Regional
Operations Manger
SCSI – 11 years

David is a respected and proven leader with 30+ years in management while working with various types of people in a variety of types of facilities. He started at SCSI in 2014 as a District Manager handling Winn Dixie, Sav A Lot, and Hitchcock accounts and was promoted to Regional Manager just a year later. He is currently managing over 235 janitorial locations including some of the largest retail stores in the country. David is recognized for his high level of commitment in exceeding customer expectations, implementing performance improvements and conquering challenges. He has an exceptional ability to inspire the qualities of a team to exceed the customer's expectations.

Regional Operations Manager



INTEGRATED APPROACH

- ✓ Standardization
- ✓ Simplification
- ✓ Sustainable
- ✓ Continuous Improvement

SCSI has provided superior service for its customers for 40+ years. Our executive management team has 100 + years of combined facility maintenance and management experience. The key to our success, is long term relationships with our customers. We develop an in depth understanding of their business and the goals of their leaders.

VALUE ADDED RELATIONSHIPS



We conduct business in a way that instills a sense of confidence in our customers. It's something that reaches beyond SCSi's service competence; it's a sense of security. You'll know you chose correctly when you choose SCSi.

We continue to transform the industry through our knowledge, integrity, and professionalism. We can expertly handle most anything you ask of us. Consistent and steady growth is what sustains us long term and ensures we maintain long-term relationships with our clients and employees.

The SCSi mission is simple: we build long-term, profitable relationships with our clients and employees.



YOU CAN COUNT ON US

SCSI SUSTAINABLE INTEGRATED SOLUTION CONTINUOUS IMPROVEMENT



WHAT MAKES SCSi SUCCESSFUL

- Listening to and understanding our customers' needs
- Recognizing that our customers have choices
- Creating and keeping an open line of communication
- Managing our business with high ethical standards
- And constantly keeping Customer Satisfaction our top priority





MEETING YOUR NEEDS

Customers rely on SCSJ for reliable facility maintenance services. They know we understand their everyday demands and special circumstances. They appreciate the fact that SCSJ doesn't provide "one-size-fits-all" answers. Our diverse management team, with experience managing annual budgets from ten thousand to one billion, enables us to offer a unique perspective and wide range of experience to each relationship, and stay ahead of any industry changes that may impact our customers.



WE HAVE PARTNERED WITH KROGER FROM THE VERY BEGINNING AT THE FULFILLMENT CENTER IN GROVELAND, FLORIDA. PERFORMING ALL TYPES OF JANITORIAL SERVICES CLEANING ALL OF THESE CENTERS NATIONWIDE.



Facilities Management Expertise and Customer Retention

We are focused on delivering consistently superior solutions servicing over 2,000 locations DAILY:

- Daily Cleaning – Janitorial Service
- Post Construction Cleaning Specialists
- VCT (Vinyl Composite Tile) Wet Work – ALL Floors
- Concrete Polishing & Stain Removal
- Carpet Extractions & High Dusting
- Deep Cleaning of Food Areas in Stores
- Deep Cleaning of Food Distribution Centers
- Auto Scrubber Equipment Repair & Rental
- Specialized Services – COVID Protection
- Window Cleaning – Pressure Washing
- Cleaning Supplies/Disinfectants

We provide **INTEGRATED SOLUTIONS** combining labor, products and equipment, based on our 35+ year's of **Experience!**



Tab 2 – Approach to Perform the Services as Requested

Transition Plan Page 1 of 8

Step One (4 Week Prior to Transition)

Objective: Initial Account Meeting

Participants: City of Port Orange and SCSI Management Teams

Actions:

- Meet and review our step-by-step plan for Transition with SCSI and Port Orange.
- Organize and Set Time and particulars for Transition Date
- Get contact information exchanged for all transition steps, Example: fingerprinting, Badges, Etc...
- Supply Contact Information to the City's Personnel overseeing Cleaning Account

Transition Plan Page 2 of 8

Step Two (4 Week Prior to Transition)

Objective: Building and Location Walkthrough

Participants: City of Port Orange and SCSI Management Teams

Actions:

- Walkthrough building locations to be serviced
- Inventory equipment and solidify plan for equipment and supplies needed for building
- Clarify any special cleaning instructions in scope of work for each shift
- Verify staffing plan will be sufficient for each shift, and note special staffing needs
- Verify Ads and search areas are updated to meet any new information for Supervisors and Techs

Transition Plan Page 3 of 8

Step Three (3 Week Prior to Transition)

Objective: Management Planning and Supervision

Participants: SCSJ Management Team

Actions:

- Review Preliminary staffing plan
- Identify and make necessary tech staffing changes to original plan
- Evaluate Supervisor plan and needs for shifts and locations
- Identify and make necessary Supervisory changes to original plan
- Verify Management oversight and Management team is sufficient and in place
- Order, inventory and organize, any needed supplies and equipment

Transition Plan Page 4 of 8

Step Four (3 Week Prior to Transition)

Objective: Launch Tech Hiring Process

Participants: SCSI Management Team

Actions:

- Review existing Supervisors and assign new areas and locations
- Review Applicants and Hire new Supervisory Positions, once they pass all criteria and SCSI Background checks
- Review existing Cleaning Techs and assign new areas and locations
- Review Applicants and Hire new Cleaning Techs, once they pass all criteria and SCSI Background checks
- Assign Cleaning Techs per shift and/or locations

Transition Plan Page 5 of 8

Step Five (2 Week Prior to Transition)

Objective: Train and onboarding of new employees

Participants: SCSI Management Team

Actions:

- Safety and Awareness Training for each new employee
- Cleaning Training of each new employee
- Train and cross-train employees on equipment that will be used for account
- Train new employees on each chemical and/or cleaning solutions, including accident or spill solutions
- Test each employee on knowledge and skills needed for each location

Transition Plan Page 6 of 8

Step Six

Objective: Launch Account

Participants: SCSJ Management Team, Supervisors and Cleaning Techs

Actions:

- Deliver Supplies and Equipment for each area and/or locations
- Organize Janitorial Closets with equipment and supplies
- Work with Supervisors and techs to make smooth transition and that any special cleaning instructions are relayed
- Meet with City Management for any last minute updates or changes, etc...
- Oversee initial launch and cleaning abilities of each tech

Transition Plan Page 7 of 8

Step Seven

Objective: Monitor and Oversee Account

Participants: SCSJ Management Team, Supervisors

Actions:

- Continue to monitor Cleaning Techs, Spot check each building
- Work with City Management on any issues or changes that may be needed
- Continually Train and work with Cleaning Techs on Equipment or cleaning techniques, etc..
- Keep Janitorial Closets stocked and organized
- Ensure chemicals and cleaners are sufficient for services needed

Transition Plan Page 8 of 8

Step Eight

Objective: Continual Hiring Practices

Participants: SCSi Management Team And Supervisors

Actions:

- Continually monitor supervisors and techs for any changes or improvements needed
- Continue ads and interviews for potential hires and background process with SCSi
- Keep back-up techs prepared and ready for implementation
- Make changes as needed, swiftly and smoothly
- Train new techs on new shifts as needed

City of Port Orange Estimated Staffing Plan Page 1 of 4

Preliminary Staffing Plan

We have created a preliminary and estimated staffing plan, for each shift and services associated with this account.

- This pre-bid plan is only an estimate for our staff planning and hours, for each shift, for pre-planning and pricing purposes.
- Once the Bid is awarded, we will then complete a comprehensive walkthrough of every building to inventory, and to thoroughly plan and finish preparing for the process of hiring and fulfilling our staffing needs.
- The original estimated staffing plan may fluctuate slightly, from our original pre-bid staff planning, to our final comprehensive staffing needs, as we continue to organize and staff each shift.

City of Port Orange Estimated Staffing Plan Page 2 of 4

Implementation and Roll-out Team

We have a very knowledgeable staff, that has successfully, planned and staffed multiple City and County Municipalities previously, and we will utilize our entire roll-out staff to ensure a very successful implementation of this account.

- We strive to personally handle each account, as we would want our account handled, if we were the client.
- We do not settle once the account is awarded to us, as that is when we kick into gear, and complete this process, that we are very effective in accomplishing, and we are excited to fulfill all of your expectations, from the first day of the award, throughout the three years of this contract and the two subsequent, one year contracts to follow.

City of Port Orange Estimated Staffing Plan Page 3 of 4

Supervisors, Management, and Administration

- Marty Suto, the Overall Account Manager, will be monitoring SCSI's compliance with the terms and conditions of the Janitorial Agreement.
- We will have Supervisors in place for day and night shifts for the City of Port Orange.
- Our Regional Operation's Manager will be overseeing all Supervisors.
- Our Project Manager will be overseeing the entire account.
- Our Account Manager, Regional Operation's Manager, and Project Manager, will be available, 24 hours a day, by phone, text or email.

City of Port Orange Estimated Staffing Plan Page 4 of 4

Cleaning and Specialty Techs

- Each of our techs will be fully trained for safety and awareness.
- Our techs are completely trained for each cleaning assignment.
- All of our employees are cross-trained to be able to clean, any and all issues or circumstances that may arise, on any given day.
- Through our sister company ServiceStar, we are able to train and provide continuous training to each of our techs, on any and all cleaning equipment, that may be needed at any time, for your account.

Quality Assurance Program Page 1 of 3

Customized Reporting and Monitoring Tools

- Proficient reporting tools that provide data from QC Compliance. Some of our detail-rich reports include service quality accountability, work site compliance, scheduling, budget adherence, and other essential metrics. For analysis purposes, reports are easily organized according to location, facility type, service type, or time period.
- Tracking and analyzing such details allows for increased efficiency, ongoing service improvements, and overall cost reduction.

Quarterly Business Reviews

- Comprehensive business reviews are conducted every quarter with customers to assess performance and discuss best practices. This is an important opportunity to analyze program achievement, recognize problems, determine future trajectories, and deepen engagement with our customers.

Quality Assurance Program Page 2 of 3

Daily Cleaning Schedules – Scope of Work (SOW)

- Each Shift will have an individual SOW created along with a check list.
- Each room will have a QR code attached to a specific location of where the cleaning techs will scan each code to pull up the checklist for that building and for that day
 - We have an app that the techs will be able to have on their smart phone, when they scan the QR code then a checklist pulls up for the techs. The techs marks off the areas that have been cleaned on their app.
 - Our customers can scan the QR code to tell when each area has been cleaned.
 - Cleaning reports can be pulled from each QR code.

Quality Assurance Program Page 3 of 3

Quality Control inspections

- Our PM (Project Manager) will do monthly site inspections for each location and will do unannounced site visits on a weekly basis.
- Regional Managers will perform Quarterly site inspections.
 - Site inspections will be performed on our Janitorial Manager app and these reports will be readily accessible by the site managers.
- Locations that have different levels of cleaning per week will be monitored on specific days to monitor each level of cleaning to ensure that the customer is getting what is paid for.
- Failed inspections will be re-evaluated in 3 days for any inspection below 80%. Techs that have failed an inspection will be evaluated to decide if they need the following.
 - Additional training
 - Reassignment
 - Termination

Partnering with SCSJ, means you are hiring a professional cleaning contractor focused on providing you with a clean safe and healthy learning environment. We use a state-of-the-art Janitorial Manager software to provide you with the following benefits.

Your Own Customer Portal

Janitorial Manager’s Client portal gives you the ability to request services or supplies, provide feedback on our services, view inspection reports, and communicate special requests.

Messaging System

The comprehensive instant communication ability with the JM Connect App, allows us to keep communication flowing with our cleaning professionals and with you our valued customer. This assures we meet your expectations, and pro-actively share critical information to address concerns before they become problems.

Time Keeping w/Geo Fencing

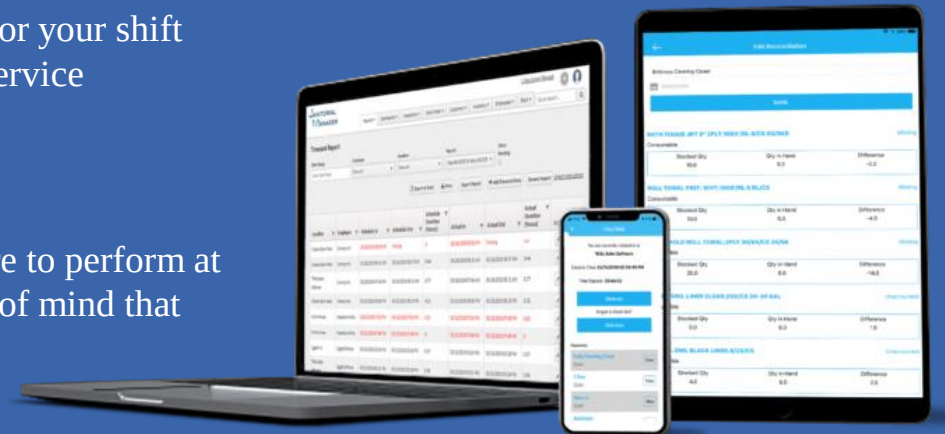
Our new time keeping system will assure that our staff are physically at your site when they clock in for your shift and provide us instant alerts on the rare occasion that there is a no show. This allows us to address service inconsistencies before they become problems.

Checklists & Documentation

The checklist feature of Janitorial Manager, assures all of our staff are fully aware of the tasks they are to perform at your facility and provides documentation of the activities they have performed to provide you peace of mind that essential cleaning and disinfecting tasks are being accomplished.

Scan4Clean

Scan4Clean allows us to develop QR Codes to be placed throughout your facilities to track, measure, and communicate clean. Our cleaning staff scans the QR Codes to report start and end times as they perform their services and they view the specific tasks to be performed in each location. The general public can scan the same QR Codes to see when an area was last cleaned, who performed the service, and provide feedback or request for service if required.





SOUTHERN CLEANING SERVICE INC.

Sara Gresham

Janitorial Manager Administrator

SCSI – 2 years

(904)776-2126

sgresham@scsione.com

Sara will oversee the Janitorial Manager Software for the City of Port Orange. She will coordinate the implementation of the software throughout each facility. She will be developing individualized QR codes for each building, with a detailed checklist of the scope of work. She will be responsible for training our custodians on how to properly use the Janitorial Manager app. She will also be overseeing and organizing the labor hours of all of our SCSI custodians, ensuring that they are clocking in and out each day according to schedule.



EMPLOYEE SAFETY

- All SCSi employees will receive training needed to safely and competently perform the services required by this contract, including compliance with green cleaning practices.
- SCSi provides environmental health and safety training to ensure compliance with all federal, state, and local laws or regulations.
- SCSi is familiar with all applicable federal, state, county, city and local laws, regulations or codes as they apply to this service and is aware of the safety standards concerning materials used.
- SCSi develops and implements procedures to ensure employees use chemicals in accordance with the instructions of the chemical manufacturers. SCSi shall provide to the Contract Administrator Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS) for chemicals and cleaning products used.
- SCSi will keep a record of all training for each employee. The record shall show, as a minimum, the employee's name, date of employment, and date and type of training for each class attended.

EMPLOYEE SAFETY PRACTICES

- SCSi provides and uses adequate barricades and signs to block off hazardous work areas and/or to provide sufficient warning prior to, during and after the performance of services. SCSi provides employees with Personal Protective Equipment (PPE) as required.
- SCSi employees are trained in accident prevention and provide barricades necessary to protect persons or property against injury or damage, and at all times, is responsible for any such damage or injury that occurs as a result of their fault or negligence.
- SCSi takes precautions necessary to protect persons or property against injury or damage and is responsible for any such damage, or injury that occurs as a result of fault or negligence of SCSi employees.
- Property/Equipment Damage should be reported and documented using the Property and/or Equipment Damage Report Form found in the Project Site Logbook.
- All generally accepted and government required safety practices shall be followed.

Safety Program Page 3 of 5

GENERAL SAFETY RULES

Important general safety rules and regulations:

- If the load is too heavy either enlist assistance or use a trolley or mechanical device that you are authorized to use and have been trained on how to use.
- Keep aisles stairways and exits clear of boxes and other hazardous material. Do not obstruct exits or doorways.
- Do not leave janitorial carts/equipment/tools/chemicals/supplies unattended. Place all in a locked janitorial closet before you leave the area unattended.
- Clean all spills immediately. Use caution when mopping floors. Put out caution signs indicating “Caution - Wet Floors.”
- All employees shall keep tools, equipment, and work areas clean and orderly. Cleaning material, supplies, and janitorial carts will be stored in a safe and orderly fashion. All janitorial closets will be kept clean and organized.
- Never store chemicals in unmarked containers.
- Use a stepladder or a step stool for reaching areas above shoulder height. Never stand on the cap of a ladder. Do not use a step stool/ ladder if not authorized by Site Supervisor or if you have knee/leg pain, issues or no balance or assistance.

Safety Program Page 4 of 5

- Do not operate machinery that you are not familiar with and have not been trained or authorized to use.
- After use put all tools/or equipment back in their proper place.
- Disconnect all electrical cords by grasping the plug and carefully disengaging; never yank by the cord. If an electrical cord is frayed or wires are exposed, report to Site Supervisor for documentation. Mark the tool or equipment that is out of order so that it will be sent in for repair.
- Report all unsafe or damaged tools and equipment to your Site Supervisor for documentation. Mark the tool or equipment that is out of order so that it will be sent in for repair.
- Observe all warning signs, safety bulletins and posters.
- Do not do any job that appears unsafe (i.e., cautionary tape, construction work area, do not enter signs, etc.); ask your Site Supervisor for guidance.
- Always wear gloves and protective equipment.

COMPLIANCE

- SCSi will remain in compliance with all Federal and State OSHA requirements, Green Seal Standards, and FAA, CBP and TSA regulations.
- SCSi will comply with all federal security mandates in relation to the performance of this RFP. PROTECTION & SAFETY It is the responsibility of each employee to correct or report any unsafe conditions or practices that he or she may observe. The site supervisor is responsibility for training and reinforcing safe working environments and safe working techniques and cleaning practices.
- SCSi employees injured or not feeling well while on duty and/or while performing work tasks as described in SCSi task checklists, must report such incidents immediately to their Site Supervisor for documentation. Appropriate measures must be taken, if necessary (i.e., call 911, first aid kit, send employee home, etc.).
- SCSi employees are trained to report any suspicious or illegal activity. Employees are to never make contact with, pursue, or interfere with an individual or group who may be engaging in suspicious or illegal activity, but must immediately report all situations by calling 911, reporting to the facility security personnel on duty/security office, and Site Supervisor.

HOW SCSi TRAINS OUR CLEANING EMPLOYEES PAGE 1 OF 4

- We have developed standard operating procedures. This gives our employees step-by step instructions for different tasks.
- Extensive training on the chemical safety standards and the proper use of dilution control.
- Create cleaning checklist to help cleaners follow instructions, manage their time, and remember everything they need to do every day.
- Provide all and any new cleaning employees a training schedule.
- Educate all employees on your workplace safety program.
- Foster the importance of time management.
- Evaluate performance regularly.



HOW SCSi TRAINS OUR CLEANING EMPLOYEES PAGE 2 OF 4

- Our employees are trained on how to clean and disinfect all restrooms, offices, and all other general areas.
- While getting hands on training, our employees learn how to use various chemicals for the correct application.
- Our employees are educated on microfiber systems and innovative ways to stop cross contamination.
- We train our employees how to clean in a way to ensure quality, efficient, and consistent cleaning while always maintaining hygiene.
- We train our employees to be sensitive and attentive to our clients needs and expectations.



HOW SCSi TRAINS OUR CLEANING EMPLOYEES PAGE 3 OF 4

HARD FLOOR CARE (VCT)

- Our employees experience hands on training with all wet floor machines and supplies.
- Trained on the basics of VCT Floors and how to properly strip and wax a VCT Floor.
- Our employees are trained on how to apply finish on VCT, and how to preform daily maintenance and burnishing.
- We also teach our employees how to top scrub and recoat.
- Our employees are trained and taught the use of the right supplies and equipment for VCT floors.



HOW SCSi TRAINS OUR CLEANING EMPLOYEES PAGE 4 OF 4

CARPET CARE

- Our Employees are thoroughly trained in all types of Carpet Care, including vacuuming and cleaning.
- They learn how each machines works, and taught which chemicals to use and how to maintain your carpets.
- We teach our Employees how to recognize various carpets and fibers and how to remove a wide range of stains from carpet
- Our Employees are trained on how to properly steam clean carpets.
- Our Employees are trained in extraction equipment, and how to use in carpet care and cleaning.



Tab 3 – Experience and Expertise of Personnel



SOUTHERN CLEANING SERVICE INC.

Jammie Byrd
Regional Operations Manager
(904) 870-1550
Jbyrd@scsione.com

With 30+ years of experience in the industry, Jammie will serve as the Regional Operations Manager overseeing all aspects of your account. He will be in constant contact with our Project Manager to ensure that everything is being done to your specifications outlined in the scope of work per the contract. Jammie has many years of leadership and experience in all aspects of facility management and maintenance, and he will use his knowledge to direct and lead all those involved in your account in a professional manner and to the highest possible standards. Jammie will work in tandem with Marty Suto, to guarantee that your trust in SCSI, will be upheld, and that any issues that may arise or that any concerns you may have, will be handled quickly and to your complete satisfaction. Jammie will be available to you, at any time, by phone, text or email.





SOUTHERN CLEANING SERVICE INC.

Name: Amber Byrd

Title: Project Manager

Phone: (904) 574-3796

Email: Abyrd@scsione.com

Amber will be your Project Manager assigned to oversee the custodial services for the City of Port Orange. She will be handling the day to day operations, performing regular inspections to make sure that all duties are being performed properly and adequately. She will be responsible for training, management and supervision of all cleaning personnel. She will be responsible for maintaining equipment and supplies along with maintaining the reports and records as well. As the Project Manager, Amber will be your primary contact. She will respond to all unusual or irregular operational requests, emergency calls, special events, plumbing repairs and/ or any unforeseen circumstances.



WE DO NOT USE SUB CONTRACTORS OR A STAFFING COMPANY EVER.

For the City of Port Orange, SCSi will use direct SCSi employees to manage and supervise. We “may” use a combination of SCSi direct and W-9 employees as cleaning technicians, however; our goal to be 100% direct employees.

SCSi hires a combination of full-time employees and part-time employees. All of our full-time employees qualify for health insurance, life insurance, sick and vacation time after 3 months of employment.



SCSI STAFFING STRATEGY

We make sure to hire only the best employees to meet the demands of this job. **Due to our continuous growth** and successful Janitorial business, we steadily advertise using ZipRecruiter and Indeed; constantly prospecting for the best possible candidates for our many janitorial positions. In case of an emergency situation, we also have access to over 250 local, full time employees from some of our major accounts such as Kroger and Publix, that can fill in to assure the job gets done daily.

The Regional Operation's Manager will assign a **Project Manager** to oversee the Custodial Technicians for the City of Port Orange.

PROJECT MANAGER JOB DUTIES

- The Project Manager performs regular inspection to make sure that all duties are being performed properly and adequately.
- Responsible for training all employees and any new employees that join the team.
- The Project Manager will be the primary contact. They will respond to unusual or irregular operational requests, emergency calls, special events, plumbing repairs and/or drain back-up, or unforeseen circumstances.
- The Project Manager will make sure the proper amount of supplies are on hand at all times at all the locations according to the minimum required supply checklist that we will provide. Inventory will be replenished as needed.

Staffing Levels~Escalation path:

1 Regional Operation's Manager

1 Project Manager

2-4 Cleaning Technicians

1 Overall Account Manager

Tab 4 – Public Entity Experience

SCSI – Partial Client List (Related Experience)

1. Sumter County
2. St Johns County
3. Martin County
4. Glynn County
5. City of Clermont
6. City of South Daytona
7. City of Daytona Beach
8. City of Orange City
9. City of Ocala
10. City of Fort Pierce
11. Gainesville Regional Utilities
12. Kroger Fulfillment Centers
13. Dave & Buster's (Jacksonville)
14. Dave & Buster's (Daytona Beach)
15. Florida State College of Jacksonville (FSCJ)
16. Clay County Public Schools
17. Alachua County Public Schools
18. Fox Creek High School
19. Holy Family Church/School
20. Jacksonville Housing Authority
21. FDOT – Lake City
22. Publix
23. Whole Foods
24. Piggly Wiggly
25. Pinch-A-Penny



Tab 5 – References

REFERENCES

Sumter County

319 E. Anderson Ave.

Bushnell, FL. 33513

Freddie Fudge – Assistant Director – Facilities & Parks

freddie.fudge@sumtercountyfl.gov

352 689 4400

City of Daytona Beach

950 Bellevue Ave.

Daytona Beach, FL. 32114

Frank Angelakis – Facilities Manager

angelakisfrank@CODB.US

386 671 8743

City of South Daytona

1678 South Ridgewood Ave.

South Daytona, FL. 32119

Becky Witte – Deputy City Clerk

bwitte@southdaytona.org

386 301 2767

City of Clermont

400 12th Street

Clermont, FL. 34711

Todd Lewis – Public Services Facilities Operations Chief

tlewis@clermontfl.org

352 255 2973

SUMTER COUNTY (HEADQUARTERED IN BUSHNELL, FL)

1. Type of business/ sq. foot - County Buildings Janitorial - 389,721 total sq. ft.
2. Contract amount: \$525,324 per year
3. Services included: Janitorial, Floor Care, Pressure Washing
4. Total of 46 Sumter County buildings cleaned daily
5. Type of Contract: Fixed Price
6. Contract start date/term: 12/01/2022 – 5 years



CITY OF DAYTONA BEACH

1. Type of business/sq. foot – City Buildings – 485,450 total sq. ft.
2. Contract amount: \$235,000 per year
3. Services included: Janitorial and Floor Care
4. Total of 40 City of Daytona Beach buildings cleaned daily
5. Type of Contract: Fixed Price
6. Contract start date/term: 09/01/2023– 5 years



CITY OF SOUTH DAYTONA

1. Type of business/ sq. foot – City Buildings - 25,500 sq. ft.
2. Contract amount: \$28,000 per year
3. Services included: Janitorial, Floor Care, Pressure Washing
4. Type of Contract: Fixed rate
5. Total of 5 City Buildings cleaned daily
6. Contract start date/term: 03/01/2023 - Current



CITY OF CLERMONT

1. Type of business/sq. foot – City Buildings & Park Restrooms - Janitorial – 50,345 total sq. ft.
2. Contract amount: \$200,000 per year
3. Services included: Janitorial, Floor Care, Porter Services
4. Total of 19 City of Clermont buildings and restrooms cleaned daily
5. Type of Contract: Fixed Price
6. Contract start date/term: 10/01/2022 – 5 years



Tab 6 – Equipment & Supplies

EQUIPMENT

Features:

The SC750 REV automatic floor scrubber from Advance is nothing like you've ever seen in a large walk-behind scrubber. In a single pass, our exclusive Random Orbital Scrubbing Technology scrubs floors deeper and more uniformly, leaving your floors with a perfectly scrubbed surface with no swirl marks.

- Advance's innovative EcoFlex™ System
- Ultra low flow rate for high productivity
- 3.5 hours of scrubbing on a single tank max
- One-Touch™ scrubbing
- 170 pounds of down pressure max
- 21-gallon tanks

Typical Applications:

- Daily and routine scrubbing
- Floor finish removal from VCT, terrazzo, and other hard floors
- Surface preparation for recoating floors
- Education
- Healthcare
- Grocery
- Hospitality
- Other smooth floors with floor finish



Product Specification

Each location will be thoroughly supplied with the following items:

Janitorial Supply and Trash Carts



Mops and Mop Buckets with Wringers



Product Specification

Each location will be thoroughly supplied with the following items:

- **Deck Brushes**
- **Corner Brushes**
- **Abrasive Pads**
- **Sponges**
- **Clothes**
- **Plungers**
- **Brooms**
- **Dust Pans**
- **Yarn Dusters**
- **Window Squeegees**
- **Extension Poles**
- **Biohazard Kit**



Product Specification

Each location will be thoroughly supplied with the following items:

Oreck XL Commercial Upright Vacuum



This commercial vacuum comes equipped with a convenient top-loading format to keep working even when the large-capacity bag is nearly full. A 12-inch cleaning path handles large areas with fewer passes to get carpets cleaned quickly. Featuring a Helping Hand handle and lightweight construction, this vacuum offers a more comfortable user experience. The low-profile design lays nearly flat, so you can sweep up dirt and dust underneath furniture without having to move it first. With a durable 35-foot power cord, this Oreck upright vacuum cleaner requires fewer plug adjustments to clean spacious lobbies, offices and waiting rooms.



SCSI Suppliers:

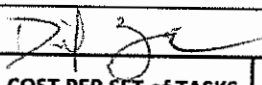
WE ARE PARTNERED WITH STAPLES AND HOME DEPOT ON A NATIONAL LEVEL.
THIS ALLOWS OUR CUSTOMERS TO BENEFIT FROM COST SAVINGS, ON AVERAGE
OF 15% WITH OUR DISCOUNT.



THANK YOU



SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
CUSTODIAL SERVICES AT CITY HALL
RFQ - PW24BLDG03-A

Completed Schedule of Unit Pricing form MUST be included with Submission				
Contractors are required to complete all fields shaded in green.				
NAME OF BUSINESS:		Southern Cleaning Service Inc.		
CONTACT PERSON:		Marty Suto		
EMAIL ADDRESS:		msuto@scsione.com		
AUTHORIZED NAME:		David Yance, EVP of Business Development		
AUTHORIZED SIGNATURE:				
	TASK DESCRIPTION	COST PER SET of TASKS	SERVICES PER YEAR	ANNUAL COST
1	Daily Tasks	\$ 115.35	260 *	\$ 29,991.00
2	Weekly Tasks	\$ 8.00	52	\$ 416.00
3	Bi-Monthly (1st and 3rd week) *	\$ 450	24	\$ 10,800
4	Monthly Tasks (1st 10 days)	\$ 70.00	12	\$ 840.00
5	Quarterly Tasks (1st 10 days in January, April, July, October)	\$ 300.00	4	\$ 1,200.00
6	Semi-Annual Tasks (1st 30 days of 1st and 7th month)	\$ 300.00	2	\$ 600.00
*Subject to change due to Annual City Holidays that may or may not fall on regularly scheduled days.			TOTAL QUOTE:	\$43,847

*Exterior Window Cleaning \$425 Per Event



SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
CUSTODIAL SERVICES AT CITY HALL
RFQ - PW24BLDG03-A

Completed Schedule of Unit Pricing form MUST be included with Submission				
Contractors are required to complete all fields shaded in green.				
NAME OF BUSINESS:		Southern Cleaning Service Inc.		
CONTACT PERSON:		Marty Suto		
EMAIL ADDRESS:		msuto@scsione.com		
AUTHORIZED NAME:		David Yance, EVP of Business Development		
AUTHORIZED SIGNATURE:				
	TASK DESCRIPTION	COST PER SET of TASKS	SERVICES PER YEAR	ANNUAL COST
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5	Quarterly Tasks (1st 10 days in January, April, July, October)	\$ 300.00	4	\$ 1,200.00
6	Semi-Annual Tasks (1st 30 days of 1st and 7th month)	\$ 300.00	2	\$ 600.00
*Subject to change due to Annual City Holidays that may or may not fall on regularly scheduled days.			TOTAL QUOTE:	\$43,847

★Exterior Window Cleaning \$450 Per Event

E-VERIFY AFFIDAVIT



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Custodial Services at City Hall

RFQ Number: PW24BLD03-A

I, the undersigned hereby certify that Southern Cleaning Service, Inc. (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Southern Cleaning Service, Inc. (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

David Yance, EVP of Business Development

Print or Type Name, Title

630935427

Federal Employer ID Number (FEIN)

Alabama
~~STATE OF FLORIDA~~

COUNTY OF: St. Clair

Handwritten signature of David Yance.
Signature of Affiant

952215

E-Verify Number

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of July, 2024, by David Yance and who:

☒ Is personally known to me, or ☐ has produced _____ as identification.

Handwritten signature of Deesha Tallent.
Notary Public, State of Alabama

Printed, typed or stamped name, commission and expiration: Deesha Tallent My commission expires 11/5/27



This document to be completed and returned with your Submittal

PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The submitting firm proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services.**

(DO NOT include the City of Port Orange.)

1. Company Name: City of Daytona Beach
Contact Person: Frank Angelakis
City, State: Daytona Beach, FL.
Telephone Number: 386-671-8743
Email Address: angelakisfrank@CODB.US
Description of goods/services provided: Janitorial, Floor Care
Contract Amount: \$235,000 per year
Start/End Date of Contract: 09/01/2023 - 5 years
2. Company Name: City of South Daytona
Contact Person: Becky Witte
City, State: South Daytona, FL.
Telephone Number: 386-301-2767
Email Address: bwitte@southdaytona.org
Description of goods/services provided: Janitorial, Floor Care, Pressure Washing
Contract Amount: \$28,000 per year
Start/End Date of Contract: 03/01/2023 - 5 years
3. Company Name: Sumter County
Contact Person: Freddie Fudge
City, State: Bushnell, FL.
Telephone Number: 352-689-4400
Email Address: freddie.fudge@sumtercountyfl.gov
Description of goods/services provided: Janitorial, Floor Care, Pressure Washing
Contract Amount: \$525,324 per year
Start/End Date of Contract: 12/01/2022 - 5 years

This document must be completed and returned with your Submittal

DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE QUOTES – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more quotes, bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied firms have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Southern Cleaning Service, Inc.

Name of Business

David Yance

Authorized Signature

David Yance, EVP of Business Development

Printed Name and Title

STATE OF: Alabama COUNTY OF: St. Clair

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of July, 2024, by David Yance and who:

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

Deesha Tallent

Notary Public, State of Alabama

Printed, typed or stamped name, commission and expiration: Deesha Tallent, My commission expires 11/5/27



This document must be completed and returned with your Submittal

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT EXHIBIT CONTRACT # _____

☒ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

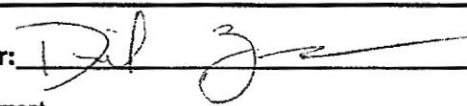
Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition,

I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: Southern Cleaning Service, Inc. _____

Signature of Owner/Officer:  _____

Title: EVP of Business Development _____ Date: 7/8/2024 _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Southern Cleaning Service, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 13052 US Highway 11	Requester's name and address (optional)
	6 City, state, and ZIP code Springville, AL 35146	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

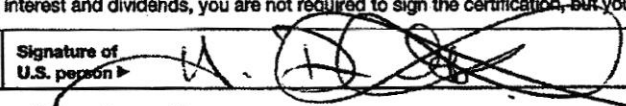
Social security number								
			-					
or								
Employer identification number								
6	3		-	0	9	3	5	4 2 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 1/4/2024
-----------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Client#: 3968

SOUCL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/03/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124		CONTACT NAME: Ashley E Guyon PHONE (A/C, No, Ext): 334 273-7277 FAX (A/C, No): 334-273-9197 E-MAIL ADDRESS: aguyon@hdbinsurance.com	
INSURED Southern Cleaning Service, Inc. 13052 US Hwy 11 Springville, AL 35146		INSURER(S) AFFORDING COVERAGE INSURER A: American International Companies INSURER B: Starstone Specialty Insurance Company INSURER C: United Specialty Insurance Company INSURER D: National Union Fire Ins. Co. of PA INSURER E: INSURER F:	
		NAIC # 12537	

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 SUBR INSR 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:		3961000	05/01/2024	05/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE		82276A244ALI	05/01/2024	05/01/2025	EACH OCCURRENCE \$2,000,000
C	☐ DED ☒ RETENTION \$0		BTN2431493	05/01/2024	05/01/2025	AGGREGATE \$2,000,000
C			BUN2430150	05/01/2024	05/01/2025	\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WC011967621	05/01/2024	05/01/2025	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

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

** General Liability Information **

Job#: 1

Job#: 3

** Workers Comp Information **

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

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

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

Proprietors/Partners/Executive Officers/Members Excluded:

Dean Goforth, Officer

Dean Goforth, President

Blanket Waiver of Subrogation

** Supplemental Name **

First Supplemental Name applies to all policies - Southern Cleaning Service, Inc.

First Supplemental Name applies to all policies - Service Star, Inc.

First Supplemental Name applies to all policies - LBG Management Services, Inc.

Policy# 3961000 - : Service Star, Inc.

LBG Management Services, Inc.

Policy# 3961000 - : Service Star Outdoor Solutions LLC

Policy# 3961000 - : Service Star, LLC.

Policy# 82276A244ALI - : Service Star LLC

Policy# 82276A244ALI - : Dean Goforth

Policy# 82276A244ALI - : Service Star Outdoor Solutions



Company ID Number: 952215

Approved by:

Employer SCSI	
Name (Please Type or Print) Carleton Ryals	Title
Signature Electronically Signed	Date 03/04/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/11/2016



Company ID Number: 952215

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	SCSI
Company Facility Address	13052 US Highway 11 Springville, AL 35146
Company Alternate Address	
County or Parish	SAINT CLAIR
Employer Identification Number	630935427
North American Industry Classification Systems Code	453
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F98000002266

Entity Name: LBG MANAGEMENT SERVICES, INC.

Current Principal Place of Business:

13052 US HIGHWAY 11
SPRINGVILLE, AL 35146

Current Mailing Address:

13052 US HIGHWAY 11
SPRINGVILLE, AL 35146

FEI Number: 63-0935427

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PST
Name GOFORTH, H. DEAN
Address 13052 US HIGHWAY 11
City-State-Zip: SPRINGVILLE AL 35146

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: H. DEAN GOFORTH

PST

02/01/2024

Electronic Signature of Signing Officer/Director Detail

Date



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Foreign Profit Corporation

LBG MANAGEMENT SERVICES, INC.

Cross Reference Name

SOUTHERN CLEANING SERVICE INC.

Filing Information

Document Number	F98000002266
FEI/EIN Number	63-0935427
Date Filed	04/21/1998
State	AL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	01/27/2010
Event Effective Date	NONE

Principal Address

13052 US HIGHWAY 11
SPRINGVILLE, AL 35146

Changed: 02/16/2011

Mailing Address

13052 US HIGHWAY 11
SPRINGVILLE, AL 35146

Changed: 02/16/2011

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 08/09/2002

Address Changed: 08/09/2002

Officer/Director Detail

Name & Address

Title PST

GOFORTH, H. DEAN
13052 US HIGHWAY 11
SPRINGVILLE, AL 35146

Annual Reports

Report Year	Filed Date
2022	02/23/2022
2023	03/30/2023
2024	02/01/2024

Document Images

02/01/2024 -- ANNUAL REPORT	View image in PDF format
03/30/2023 -- ANNUAL REPORT	View image in PDF format
02/23/2022 -- ANNUAL REPORT	View image in PDF format
03/15/2021 -- ANNUAL REPORT	View image in PDF format
04/30/2020 -- ANNUAL REPORT	View image in PDF format
02/25/2019 -- ANNUAL REPORT	View image in PDF format
04/02/2018 -- ANNUAL REPORT	View image in PDF format
02/06/2017 -- ANNUAL REPORT	View image in PDF format
02/26/2016 -- ANNUAL REPORT	View image in PDF format
03/05/2015 -- ANNUAL REPORT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
03/20/2013 -- ANNUAL REPORT	View image in PDF format
05/03/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
01/27/2010 -- CORAPREIWP	View image in PDF format
03/10/2003 -- ANNUAL REPORT	View image in PDF format
08/09/2002 -- REINSTATEMENT	View image in PDF format
04/21/1998 -- Foreign Profit	View image in PDF format



2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address

Certificate Number

SOUTHERN CLEANING SERVICES INC
106 S CHALKVILLE RD
TRUSSVILLE, AL 35173-1408

78-8012063615-9

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/6/2024

SUBJECT: (D7b) Approval of Contract with Hydro-Dyne for replacement of the Water Reclamation Facility Influent Bar Screens

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure 6 - Organizational Excellence

RECOMMENDED MOTION: Move to award a contract with Hydro-Dyne Engineering for two (2) Hydro-Dyne Center Flow Screens for an amount not to exceed \$900,000 and authorize the Mayor and City Clerk to sign the necessary documents.

SUMMARY: Public Utilities Staff is seeking Council approval of a contract with Hydro-Dyne Engineering for the owner-direct purchasing (ODP) of two bar screens at the Water Reclamation Facility (WRF). This replacement is necessary in order to maintain compliance with the Florida Department of Environmental Protection (FDEP) operating permit. The purchase price for two Hydro-Dyne center flow bar screens is \$885,000, which includes a standard 12-month manufacturer's warranty. Staff is also recommending a 5-year service agreement be included for an additional \$15,000, for a total contract amount not to exceed \$900,000.

The existing bar screens have issues with the drive chains, gears, and stair screen mechanisms, which are outside the warranty timeframe, and must be replaced.

The major advantages to purchasing the bar screens directly from the vendor and not through the contractor are as follows: First, by purchasing now, the manufacturer will start building the bar screens upon Council's approval of this item. Currently, the estimated lead time for the screens is between 26 and 30 weeks. That will result in an estimated delivery time of January 2025. Alternatively, if the contractor were to order the bar screens, the estimated delivery date would be July 2025 (based on a November 2024 bid award) and the city would pay an additional \$57,500 in sales tax.

Primary influent bar screens are required to remove larger solids and rags from the incoming wastewater before starting the treatment process. Failure to properly remove rags and larger debris will result in damage to expensive treatment and pumping equipment. Primary screening equipment is part of the operating permit issued by FDEP.

The City recently received a 100% reimbursable loan for \$15.1 million from FDEP for the WRF Filter and Generator Resiliency Project. Part of the project scope is to upgrade the existing bar screens with higher capture rate centerflow bar screens. The Hydro-

Dyne Centerflow bar screens are sole sourced in the design specifications for the project. Staff is asking to Owner Direct Purchase the bar screens now to get in the production queue to shorten the lead time for delivery and save sales tax. The project is set to be advertised in the fall of 2024. Anticipated installation of the new screens would be in the spring of 2025.

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Hydro-Dyne Engineering Inc. Agreement and Addendum No 1 to Scope of Work Terms and Conditions and Specification Attachments	FINAL Hydro-Dyne Engineering Inc. Agreement and Addendum No 1 to Scope of Work Terms and Conditions and Specification Attachments.pdf
2.	Hydro-Dyne Engineering, Inc. Agreement and Addendum No 1 to Scope of Work Terms and Conditions and Specification Attachments	Hydro-Dyne Engineering, Inc. Addendum No 1 to Scope of Work Terms and Conditions and Specification Attachments.pdf
3.	Port Orange, FL - Bid Proposal - Hydro-Dyne - CF3P - 2024-5-14	Port Orange, FL - Bid Proposal - Hydro-Dyne - CF3P - 2024-5-14.pdf

Steve Parnell	Created/Initiated - 6/27/2024
Chris Wall	Approved - 6/27/2024
Steve Parnell	Approved - 7/1/2024
John McKinney	Approved - 7/2/2024
Matthew Jones	Approved - 7/30/2024
Wayne Clark	Approved - 7/30/2024
Tracee Cody	Final Approval - 7/31/2024



Tel: 813-818-0777 Fax: 813-818-0770

Represented Locally By:

TSC-Jacobs

Attn: Joe Sacco

Number: (904) 524-9576

May 15th, 2024

Ref: Port Orange, FL

Hydro-Dyne Engineering Scope of Work 4361-6

Hydro-Dyne Engineering is pleased to offer this Scope of Work for the equipment detailed below in accordance to the specification(s) and addendum(s) stated above, and the attached Hydro-Dyne Engineering Terms and Conditions. Where clarifications to the specifications are necessary, they will be listed below.

Hydro-Dyne Specification Section	Description	Quantity
2.2	Center Flow Screen	2 EA
2.3	Washing Compactor with Enhanced Washing and Dewatering	2 EA
2.4	Spare Parts	1 LOT
2.5	Accessories	1 LOT
2.6	Electrical Controls and Ancillary Components	1 LOT
	TOTAL PRICE:	\$895,000
	ADDER – 5 year Service Agreement (Includes 1 T / 1 D annually)	\$15,500

FREIGHT

~~F.O.B shipment point with freight costs included.--~~

NOT INCLUDED

This scope of work is limited to the specification section(s) and addendum(s) referenced above. Any other documents are not included. Concrete work, installation, plumbing, wiring connections, valves, strainers, level sensor mounts, liquidated damages, engineering certifications or seals, seismic/wind calculations and related PE stamps, ~~and anything else not specifically detailed as included by the manufacturer in the specification above will be construed as NOT INCLUDED, whether or not inclusion is specifically acknowledged.--~~

~~This scope of work does not include supply of any type of bond unless specifically itemized in the table above.--~~

VALIDITY

Price quoted is firm provided:

- ~~1. Written acceptance is received at the factory within thirty (30) calendar days of the date of this offering.--~~
2. Purchaser agrees to accept shipment 28 to 36 weeks from date of receipt of approved drawings and authorization to proceed with manufacture. Purchaser is allowed not more than 45 calendar days for review and return of submittals for approval.
3. Shipments delayed by the purchaser or his agents will be escalated at a rate of 1-1/2% per calendar month, compounded, of the value of the unshipped portion.

TAXES

Applicable sales or use taxes, fees, permits, and licenses are not included.

COMMISSIONING SERVICE & CUSTOMER TRAINING

- This service will not exceed two (2) trips and four (4) eight-hour working days.
- Each additional trip will be figured at \$2,000 and each additional day onsite will be figured at \$1,200. It is agreed and understood that all necessary utilities such as water, electric, air, etc. be connected and functional prior to the arrival of our servicemen.
- A complete job of checking, adjusting, etc. of the equipment and installation cannot be accomplished unless the plant is ready to operate at the time this service is to be performed.
- Our servicemen are non-union technicians and any extra cost for other assisting personnel as required by local union regulations is not included in this proposal.
- Advance notification of at least fifteen (15) working days prior to the date start-up service is required.

WARRANTY

The equipment and all appurtenances including, but not limited to: frame, supports, covers, and mechanisms manufactured by Hydro-Dyne Engineering are warranted for a period of 12 months against defects in materials and workmanship, starting upon beneficial use or 90 days after delivery, whichever occurs first. The Warranty covers repair or replacement of the defective components but does not include labor to remove and install equipment or parts, or shipping and freight charges to and from the purchaser's job site. The Warranty shall also not apply to any parts, equipment, accessories or components that were either manufactured or were designed by any person or entity other than Hydro-Dyne Engineering itself. Hydro-Dyne will provide any pass-through warranty that is permitted to pass-through to Purchaser in connection with the portions of the Products that are not Warranted Parts.

STANDARD PAYMENT TERMS AS QUOTED

25% upon receipt of approved shop drawings due before release for manufacture

25% upon completion for testing due before shipment

45% due 30 calendar days upon delivery

5% due upon completion of startup and approval of O&M manuals NOT to exceed 60 calendar days from date of delivery.

For additional information, please contact our local representative listed above or me personally.

Sincerely,

Scott Griffith

Regional Sales Manager

Hydro-Dyne Engineering, Inc.

Hydro-Dyne Engineering Inc.
Terms & Conditions

1. ENTIRE AGREEMENT. This Agreement constitutes the complete agreement and understanding between Hydro-Dyne Engineering Inc. ("Seller") and the purchase order issuer ("Purchaser") with respect to the subject matter hereof and supersedes all prior solicitations, agreements, understandings and representations between the parties. This Agreement consists of these Terms and Conditions, Seller's Scope of Work (the "SOW"), and Owner's specifications (the "Owner Specs"). The SOW references the Owner Specs and provides clarifications and modifications to the Owner Specifications. ~~If there is any conflict between the Owner Specifications and the SOW, the SOW shall control.~~ Prior dealings, usage of the trade, and course of performance shall not be used to determine the meaning of this Agreement. ~~Any terms and conditions included in Purchaser's acceptance/purchase order that are in addition to or different from this Agreement shall have no force and effect and shall not be deemed to be part of this Agreement, except that the purchase price for the "Products" (as defined below) set forth in Purchaser's acceptance/purchase order shall be deemed to be part of this Agreement unless Seller objects to the purchase price (and if Seller objects, a revised purchase price for the Products-- shall be mutually agreed between the parties and then listed in a revised acceptance/purchase order-- from Purchaser).~~ Any agreement between the final equipment owner ("Owner") and Purchaser (the "Prime Contract") shall not be deemed to be part of this Agreement, Seller is not a party to the Prime Contract, and Seller is not required to comply with the Prime Contract.

2. DELIVERY. The SOW sets forth the delivery point(s) and delivery terms for delivery of the products expressly set forth in the SOW to be delivered to Purchaser under this Agreement (the "Products"). ~~Seller shall not be liable to Purchaser or in breach of this Agreement if delivery does not occur by the dates set forth in the SOW as such dates are estimated delivery dates.~~ If any delivery is or may be delayed by reason of Force Majeure (as defined in Section 10), Seller may at its option tender delivery to Purchaser at any point of manufacture and such shall constitute delivery for all purposes under this Agreement. If Purchaser fails to accept delivery when made by Seller, Purchaser shall promptly reimburse Seller for all costs associated with such failure, including costs of storage of the Products, regardless of whether some or all of the storage occurs at Seller's facilities, and the storage location(s) shall be deemed to be the delivery point(s). If shipment is postponed at the request of Purchaser, as a result of delay in receipt of shipping instructions, or due to any other cause or reason other than the negligence or willful misconduct of Seller, payment of the purchase price for the Products by Purchaser shall be due on notice from Seller that the Products are ready for shipment, and the delivery point will then be the current location of the Products. Handling, moving, storage, insurance and other charges thereafter incurred by Seller with respect to the Products shall be for the account of Purchaser. Risk of loss shall pass to Purchaser at the delivery point.

3. TITLE. Seller shall retain all right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to Seller. Without limiting the foregoing, until Purchaser pays Seller the full purchase price for the Products, Purchaser grants to Seller a purchase money security interest in the Products. Purchaser authorizes Seller to file, with or without Purchaser's signature, and Purchaser will cooperate fully with Seller regarding, any documents needed to perfect a security interest with the appropriate jurisdiction(s). The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass Seller's interests until said drafts, notes and/or trade acceptances are paid in full.

4. PAYMENTS. The payment terms for the Products are set forth in the SOW, the purchase price for the Products shall be set forth in the manner described in Section 1 above, and other amounts owed for or relating to the Products (e.g., Taxes/Surcharges, as defined below) are set forth in these Terms and Conditions. Seller may at its option ship the Products in stages and if it does so Purchaser shall pay

Seller on a pro rata basis, as shipped, for the amounts then owed. If Purchaser fails to make a payment under or relating to this Agreement by the due date, interest at a rate of the lesser of the maximum rate allowed by law, and one and one half percent (1.5%) per month, calculated daily, shall apply from the due date of payment. Purchaser shall promptly pay Seller's attorneys' fees and all other expenses of Seller incurred in seeking to collect past-due amounts owed under or relating to this Agreement. The purchase price does not include any federal, state, local, or provincial sales, use, value-added, excises, or other taxes or any surcharges, or import fees or duties (collectively, "Taxes/Surcharges"). Seller shall list Taxes/Surcharges separately on each invoice, and Purchaser is responsible for paying all Taxes/Surcharges to Seller. Purchaser shall pay to Seller any amounts owed under this Agreement when due and Purchaser shall not be entitled to setoff or apply against any money due or claimed to be due from Seller to Purchaser on account of any other agreement, transaction or claim unless Seller agrees in writing to be responsible and liable on each such occasion.

5. WARRANTY.

a. Solely for the benefit of Purchaser, Seller warrants that the portion of the Products that are both designed and manufactured by Seller (the "Warranted Parts") shall be free from defects in material and workmanship for the "Warranty Period", which (a) shall begin on the "Warranty Period Commencement Date". The Warranty Period Commencement Date shall be the earlier of (1) ninety (90) days from the date of delivery of the Warranted Parts, and (2) the date the Products are beneficially occupied by the Seller. The Warranty Period Length shall be documented by the SOW. Notwithstanding the foregoing, if the Warranted Parts are delivered in stages, then the Warranty Period described above shall apply on a per stage basis.

b. If any of the Warranted Parts fail to comply with the Warranty during the Warranty Period, Purchaser notifies Seller of such failure during the Warranty Period (and no later than five (5) days after Purchaser discovers the non-compliance), Purchaser is at the applicable time in full compliance with this Agreement, and none of the exclusions set forth in Section 5(c) apply, Seller shall repair or replace, at its option, free of charge to Purchaser (other than that of labor to remove and install equipment or parts, shipping and freight charges), at Seller's location or other location that Seller designates, any Warranted Part, or the relevant portion thereof, that examination by Seller establishes has failed under normal use and service operation (according to the guidelines of the applicable Operation and Maintenance Manual) by Purchaser within the Warranty Period; provided, that if it would be impracticable for the Warranted Part or relevant portion thereof to be returned to Seller as determined by Seller, Seller will visit Purchaser's job site to inspect the Warranted Part; however, if it is determined by Seller after inspection that Seller is not responsible under the Warranty, Purchaser shall pay seller published travel and other costs of Seller with respect to the site visit detailed in the SOW. Warranted Parts repaired or replaced under the terms of this warranty remain warranted under the original warranty period only. Proof of maintenance logs as dictated in the applicable Operation and Maintenance Manual will be required by the seller from the owner.

c. In addition to any other limitation or disclaimer with respect to the Warranty, the Warranty shall not apply if any defect in material or workmanship in the Warranted Part is caused in whole or in part by any acts or omissions of Purchaser or any other person or entity other than Seller (e.g. negligence acts, willful misconduct, or alterations to the Warranted Parts, by any person or entity other than Seller, failure to operate or maintain equipment under normal operating conditions in accordance with applicable Operation and Maintenance Manual(s), compromising equipment protection via controls changes), or any event (e.g., an accident during transit) or condition (e.g. decomposition of Warranted Parts by chemical action, erosion or corrosion or wear to Warranted Parts or due to conditions of temperature, moisture and dirt), beyond the reasonable control of Seller, including any Force Majeure event. The Warranty shall also not apply to any Products that are not Warranted Parts (e.g., parts, equipment, accessories or components that were either manufactured or were designed by any person

or entity other than Seller itself), but if there is any pass-through warranty that Seller is permitted to pass-through to Purchaser in connection with the portions of the Products that are not Warranted Parts, Seller shall do so.

~~d. THE PARTIES AGREE THAT OTHER THAN THE WARRANTY SET FORTH IN SECTION 5(a) WITH RESPECT TO THE WARRANTED PARTS ONLY, ALL OTHER WARRANTIES (WITH RESPECT TO THE PRODUCTS OR OTHERWISE RELATING TO THIS AGREEMENT), EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED BY SELLER TO THE FULLEST EXTENT PERMISSIBLE BY LAW.~~

6. DRAWINGS AND TECHNICAL DOCUMENTATION. The seller requires approval of the Drawings before Seller begins manufacturing the Products, shipment may be delayed if the Drawings are not returned to Seller within forty-five (45) days of receipt by Purchaser of the Drawings for approval. Seller will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for Seller's equipment (in English language). Seller will supply a maximum of three (3) complete sets of drawings and operating instructions. Additional sets will be paid for by Purchaser. Electronic files, if requested from Seller, will be provided in *pdf, jpg or tif* format only.

~~7. INDEMNITY. Purchaser shall defend, hold harmless, and indemnify Seller and its affiliates, and each of their employees, officers, directors, representatives, contractors and agents (individually and collectively, "Indemnitees"), against all damages, costs, liability, losses, and expenses, including reasonable attorneys' fees, incurred by any Indemnitees in connection with any claim, action, demand, suit, or proceeding (individually and collectively "Claims"), arising out of, or relating to, the negligent acts or omissions of Purchaser, willful misconduct of Purchaser, or any breach of this Agreement or violation of law by Purchaser.~~

8. DEFAULT, TERMINATION. In the event that a party materially breaches this Agreement and does not cure within thirty (30) days of notice of such material breach from the other party, or such longer time as reasonably necessary to cure such breach, the non-breaching party may terminate this Agreement. ~~Notwithstanding the foregoing, Seller shall also have the right to terminate this Agreement if Purchaser fails to pay any amount owed within ten (10) days after the due date for such payment. If Purchaser becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. Seller at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the Purchaser; and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to Seller for the Products and to receive from the Purchaser the deficiency between such net proceeds of sale and such balance. Purchaser hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of Seller.~~

9. TERMINATION FOR CONVENIENCE. Purchaser may terminate this Agreement for convenience upon notifying Seller at least thirty (30) days prior to the "termination date" set forth in the notice and paying Seller for all costs and expenses (including overhead) incurred by it in

performing its work and closing out the same plus a reasonable profit thereon in an amount determined by Seller. ~~Purchaser shall pay all such costs and expenses and the reasonable profit to Seller within ten (10) days of the termination of the Agreement.~~

10. FORCE MAJEURE. If Seller is unable, wholly or in material part, by any reason of Force Majeure to carry out any of its obligations hereunder, then on Seller's notice to Purchaser within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, pandemics, lightning, fire, flood, washout, storm, communication lines failure, delays of the Purchaser or any third party, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos and any other causes that are not reasonably within the control of the Seller. Notwithstanding anything in this Agreement to the contrary, if the delay is the result of Purchaser's action or inaction, then in addition to an adjustment in time, Purchaser shall promptly reimburse Seller for Seller's costs incurred to maintain its schedule or to seek to limit any slippage from the schedule as much as reasonably practicable under the circumstances.

11. CHOICE OF LAW, CHOICE OF VENUE. ~~This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Pinellas County or Clearwater, FL. The parties irrevocably waive the right to request trial by jury.~~

12. ASSIGNMENT. Purchaser shall not assign or transfer this Agreement without the prior written consent of the Seller. Any attempt to make such an assignment or transfer shall be null and void. Seller shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to Purchaser.

13. LIMITATION OF LIABILITY/NO LIQUIDATED DAMAGES, THIRD PARTY BENEFICIARIES, OR BACKCHARGES. Notwithstanding anything in this Agreement to the contrary, (i) except as set forth in Sections 7 and 9, under no circumstances shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, under, relating to, or arising out of this Agreement, including, without limiting the foregoing, for any losses relating to plant shutdowns, non-operation or increased expense of operation, service interruptions, or cost of purchased or replacement power; and (ii) the maximum aggregate liability of Seller under, relating to, or arising out of this Agreement, shall be the amount paid by Purchaser to Seller under this Agreement for the Products. This is an aggregate cap, not a per claim cap. ~~This Section 15 shall apply to any and all claims, regardless of whether such claims are in contract, tort, strict liability or otherwise.~~ The parties agree that there are no liquidated damages associated with this Agreement nor are there any third-party beneficiaries to this Agreement. In addition, under no circumstances shall Seller be responsible and liable for any work, repairs, replacements or changes to the Products, or any backcharges, unless Seller agrees in writing to be responsible and liable on each such occasion.

14. MISCELLANEOUS. The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. ~~A signature delivered by pdf format or facsimile will be considered an original.~~ The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the

Parties beyond any termination of this Agreement. Each Party shall have the right to use any agents, contractors, subcontractors, or other non-employees (individually and collectively, "Contractors/Agents" of such Party) to perform any of its obligations or to act on behalf of the Party. All actions of a Party's Contractors/Agents in connection with this Agreement are attributable to that Party for all purposes under this Agreement. The rights and remedies of the Purchaser in connection with the Products provided by Seller and limited to the rights and remedies expressly stated in this Agreement. Any failure by Seller to enforce Purchaser's strict performance of any provision of this Agreement will not constitute a waiver of Seller's right to subsequently enforce such provision or any other provision of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable under applicable law, then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein. Seller shall retain sole ownership of its intellectual property used or produced in connection with this Agreement, and Purchaser shall not gain any rights in such intellectual property under this Agreement or otherwise arising out of this Agreement. ~~Each party has had an opportunity to independently review this Agreement, and the language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. Each party has been given the opportunity to independently review this Agreement with legal counsel, and each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, it is the parties' intent that in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.~~

GREAT WHITE CENTER FLOW SCREEN & WHITETIP SHARK WASHING COMPACTOR TECHNICAL SPECIFICATIONS

Part 1 GENERAL

1.1 SCOPE – Supply all labor, materials, equipment and incidentals required to install and place into operation the fine screening system as shown on the Drawings and as specified herein.

1.2 REFERENCE STANDARDS – The properties of all materials, design, fabrication and performance of the equipment to be furnished under this section shall be in accordance with the latest issue of applicable standard specifications. The governing authorities of these standards are listed below.

- A. AICS, American Institute of Steel Construction
- B. AISI American Iron and Steel Institute
- C. ANSI, American National Standards Institute
- D. ASCE, American Society of Civil Engineers
- E. ASME, American Society of Mechanical Engineers
- F. ASTM, American Society of Testing and Materials
- G. AWS, American Welding Society
- H. IBC, International Building Code
- I. IEC, International Electric Code
- J. IEEE, Institute of Electrical and Electronics Engineers
- K. NEC, National Electrical Code
- L. NEMA, National Electrical Manufacturers Association
- M. Underwriters Laboratory (UL and cUL)

1.3 SUBMITTALS - Submittals shall be provided to the engineer that includes all the following information:

- A. Certified shop drawings showing all important details of construction, dimensions and anchor bolt locations.
- B. Descriptive product literature.
- C. Schematic electrical wiring diagram and electrical controls information.
- D. Complete motor and drive data.
- E. The total weight of the equipment.
- F. A complete bill of materials of all equipment.
- G. A valid certificate of registration naming manufacturer, and supplier if equipment is relabeled, as ISO 9001:2015 certified.
- H. A certificate from an industry recognized, independent testing facility verifying compliance with Screening Capture Ratio requirement.

1.4 QUALIFICATIONS

- A. All the equipment specified under this Section shall be supplied by a single manufacturer whose Quality Management System is ISO 9001:2015 certified and applicable to the manufacture of water and wastewater treatment equipment.

- B. If equipment is not manufactured by supplier, including welding and machining, the name and contact information of manufacturing facility must be supplied. If more than one manufacturer is used all companies and facilities must be provided.
- C. If patents protecting equipment are not owned by supplier, then an affidavit must be supplied stating owner of design and expiration of licensing agreement.

1.5 DESIGN REQUIREMENTS

A. System Description

1. The fine screen will have a continuous stainless steel belt that automatically rotates within the internal guide system of the static frame.
2. The fine screen herein specified will be of the center flow type. The flow enters the inside of the continuous belt and exits through both sides and the bottom of the belt.
3. The screen shall have undergone performance testing by an industry recognized, independent testing facility. The results of this testing shall verify a Screening Capture Ratio of at least 84% for solids equal to or larger than the screen grid opening listed in System Performance below.
4. The screen will be installed into the channel as shown on the contract drawings to accommodate the flow pattern through the screen belt.
5. The solids will collect as a mat on the inside of the continuous belt. The belt will intermittently rotate and elevate the solids to the discharge point. Larger objects will be picked up by a series of hooks and/or trays placed at regular intervals.
6. The solids will be removed at the top of the screen by two spray bar headers positioned on the outside of the belt. The screenings will drop into an internal hopper and be fed to the screening handling system.
7. The continuous belt will be directly driven by drive sprockets that shall support and rotate the grid assembly.
8. The screen will be totally enclosed and have access covers that will be lightweight and easily removable for maintenance.
9. The Washing Compactor will be integral to the head space of the screen. Washing compactors that are not mounted inside of the screen shall not be allowed.
10. The Washing Compactor will be adequately sized to handle all the screenings and wash water that will be generated by the screen at peak flow. The system will be required to wash the screenings to reduce the organic content and compact the remaining solids into a dry plug.

11. The Washing Compactor will generally comprise of a screw auger rotating within the washing and drainage trough, a wash water system, a compaction zone and an outlet chute arrangement.
 12. All stainless steel (including frame, grid and drive components) mentioned below as stainless steel shall be T316 stainless steel. All hardware shall be T316 stainless steel.
- B. System Performance – The fine screening system will be designed to meet the following design parameters:
- | | |
|---|--|
| 1. Number of screens | 2 |
| 2. Peak flow per screen | 12.0 MGD |
| 3. Velocity through the grid | 2.8 ft/s |
| 4. Screen grid opening | 3 mm |
| 5. Head loss at peak flow | 7.3 inches @ 65% blinding and 54 inches upstream water level |
| 6. Structural design differential of frame/grid | 48 inches minimum @ 100% blinding |
| 7. Drive design differential (operating) | 48 inches minimum |
| 8. Screen grid supporting drive sprockets | 3 minimum – all stainless steel |
| 9. Channel width | 48 inches |
| 10. Channel height | 72 inches |
| 11. Number of Washing Compactors | 2 |
| 12. Diameter of screw | 8 inches |
| 13. Minimum diameter of shaft | 2.75 inches |
| 14. System wash water requirements | 92GPM @ 60 PSI (Per Screen/Compactor) |

Part 2 PRODUCTS

2.1 MANUFACTURER

- A. The equipment shall be the Center Flow Screen and Washing Compactor as provided by Hydro-Dyne Engineering, Inc., Clearwater, FL. Other than the named supplier, all manufacturers proposing equipment described herein, will provide a detailed submittal package, which will consist, at a minimum, of all information and details prescribed in section 1.3, 1.4, and Part 2 of this specification. All pre-qualification submittals will be submitted to the Engineer at least 15 days prior to the bid date.
- B. If submitted equipment requires arrangement differing from that specified, prepare and submit for review complete structural, mechanical, and electrical drawings and equipment lists showing all necessary changes and embodying all special features of equipment proposed. Any changes are at no additional compensation and the Manufacturer will be responsible for all engineering costs of redesign by the Engineer, if necessary.

2.2 THE CENTER FLOW SCREEN

- A. Perforated Plate - The Continuous Screening Belt
 1. The screenings belt will consist of panels manufactured from 3/8" thick UHMWPE with perforations of the specified opening.

2. The perforated panels will be supported by 12 gauge stainless steel vertical mounted lifting hooks horizontally spaced a maximum of 3 inches apart preventing deflection. The lifting hooks shall support the screening grid and bear tension loads across the entire length and width of the screen belt. Grids that do not have stainless steel vertical mounted lifting hooks horizontally spaced a maximum of 3 inches apart across the grid will not be acceptable.
3. The hooks on elements shall form horizontal lifting trays or shelves for removing large solids and rags every 8 inches around the entire screen grid.
4. The perforated panels will be connected by heavy duty stainless steel axles every 8 inches to form a continuous belt that will rotate within the frame's guide system. The axle design will allow the plates to pivot and create a seal between the perforated panels to prevent the passage of solids.
5. The axles will include Delrin spacers that will maintain the 3 inch space between the vertical support elements. Delrin spacers will also form a seal between each perforated panel with clearance not to exceed 0.5mm.
6. The axles will be extended to fix a UHMWPE guide link to the side of each perforated plate. These guides will interlock to create a continuous guide link system that will slide within the frame.
7. Guide links shall be precision machined from solid virgin UHMWPE. Injection molded links are not acceptable.
8. The heavy duty guide links will be minimum 2 inches thick to protect against undue wear from grit and will be specially machined to form a closure seal between the rotating belt and the static frame.
9. The seal shall be continuous from grade level through the water flow forming an uninterrupted closure between the traveling screen grid and the stationary frame. The seal shall be heavy gauge stainless steel, fixed to the screen frame and be adjustable so it will remain in contact with the rotating screen belt at all times.
10. Screen designs that have gaps and/ or tolerances greater than 0.5mm between the screens grid plates and between the sides of the grid and screen frame, including the chain, are not acceptable.
11. Screen's sealing materials are to consist of solid, non-flexible materials that will maintain the 0.5mm tolerance for the lifecycle of the screen.
12. Screen designs whose sealing materials will not last the lifecycle of the screen and require replacement by the owner/ operators, are not acceptable.
13. Guide systems that use rollers, stainless or hardened steel chains will not be acceptable.

14. Grid panel sealing systems that require the use of replaceable neoprene seals or stainless steel hinges will not be acceptable.
15. Grid to frame sealing systems that require the use of replaceable adjustable UHMWPE strips attached to the frame will not be acceptable.

B. The Frame

1. The continuous belt will rotate within a heavy duty stainless steel static support frame that shall be a rectangular box construction.
2. The guide link system will travel around a stainless steel guide wear track that is integral to the support frame. Top and bottom wear tracks shall be bolt in and field replaceable.
3. There shall be a removable inspection panel located directly beneath the drive allowing easy access to the grid drive sprockets, drive shaft and screenings collection hopper.
4. The design will ensure that the support frame meshes with the closure seal on each guide link to prevent passage of screening material and grit particles.
5. All components of the lower wear tracks shall be bolt in, field replaceable and manufactured from stainless steel.
6. The frame shall accommodate stainless steel protective covers designed to prevent leakage and contain spray wash. All access covers for maintenance will be lightweight and easily removable. Screens with covers requiring neoprene, rubber or plastic seals are not acceptable.
7. The screen manufacturer will supply the stainless steel angled filler plates to connect from the upstream corners of the support frame to the channel walls.
8. The back-plate of the screen shall be furnished with a bypass gate that will allow manual removal for complete flow bypass.

C. The Offloading of Screenings

1. Two stainless steel spray wash headers will be located in the head space of the screen to offload the screenings from the continuous belt.
2. The spray bar will incorporate stainless steel nozzles at 2 inch spaces that can easily be replaced or removed for cleaning.
3. The spray bars will be positioned behind the rotating belt and will backwash the solids into an internal hopper manufactured from stainless steel. The wash water will be used to continuously flush the screenings from the internal hopper directly into the Washing Compactor.
4. The addition of a rotating or static brush system to aid offloading will not be acceptable.

D. Screen Drive Mechanism

1. Each screen will have a maximum 1 hp, inverter duty electric motor suitable for a 460/3/60 supply and rated for a Class 1 Div. 2 environment. As a minimum, the motor will be TEFC with an IP55 enclosure rating and will conform to NEMA MG-1 requirements. The motor will be located outside of the screen covers and above the top of the channel.
2. The gear reducer shall be directly coupled to a heavy duty shaft machined from solid stainless steel round bar.
3. The drive shaft shall be supported on both ends by grease filled roller bearings. Separate grease-filled self-contained cartridge seals shall be mounted on drive shaft between bearings and frame to eliminate spray wash from entering bearings or gear reducer.
4. The continuous belt will be supported and rotated around heavy duty stainless steel sprockets located on the drive shaft in the head space of the screen.
5. These sprockets will have removable bolted-on lugs that transmit torque directly from the gear reducer to notches on the underside of the UHMWPE guide links. The drive shall be sized so that a minimum of four lugs are engaging guidelinks at all times. Driving forces shall be transmitted to areas located behind the screen's grid to prevent solids from contacting drive surfaces.
6. Chain driven systems or screens with wheels submerged in the wastewater are not acceptable.
7. Drive systems that use an external track and pinion to drive or push the band against grid weight supporting wear tracks will not be acceptable. Drive shall lift, and be capable of bearing, the full weight of the grid.

2.3 THE WASHING COMPACTOR WITH ENHANCED WASHING AND DEWATERING

- A. The main body will be the washing trough that will receive screenings and wash water directly from the discharge point of the screen.
- B. The washing trough will house the screw auger and provide a dedicated section to reduce organic content.
- C. The stainless steel drainage section will be slots with 3mm openings and be adjustable to maintain auger alignment. This drainage section shall be removable and easily replaceable in the field with no special tools. The flights of the screw may be fitted with a stiff nylon brush that will maintain contact with the drainage section, preventing blockages. The replaceable brushes will be supplied in pre-coiled lengths with stainless steel removable clamps.

- D. The AR400 hardened steel screw auger will sit in the washing trough. Washing compactors with shaftless screws are not acceptable as a shaft is required to support the flight and provide necessary torque and compaction. Screw auger will be primer coated to inhibit corrosion. Screw augers not made out of AR-400 hardened steel will not be acceptable.
- E. The auger will be a varied pitch screw aligned at the compaction end by AR400 hardened steel wear and anti-rotation bars designed to prevent the compacted screening from spinning within the compaction zone.
- F. The screw will rotate allowing wash water and free organic/fecal material finer than trough openings to escape and return to the plant flow. The wash water will flush the separated organic material through the drainage section in solution or as small particles.
- G. Washing of screenings shall be achieved through an enhanced washing module consisting of the following minimum requirements manufactured out of stainless steel:
 - 1. Variable pitch flight for separate screening transport through the wash, dewatering and compaction zones.
 - 2. Washing Module Zone
 - a. Flanged connections and a stainless steel orifice plate or nozzle
 - b. Hardened steel wear and anti-rotation bars
 - c. Separately controlled high pressure washing to sheer and break-up organic and fecal material for return to the channel.
 - d. Cleansing cycles moving the auger in forward and reverse direction are controlled through the main control panel and operator adjustable up to 9 cycles
 - 3. Dewatering and Compaction Zone
 - a. Stainless steel header feeding an external rinse shower
 - b. Hardened steel wear and anti-rotation bars
 - c. Full circumference perforations for dewatering and extrusion of organics and fecal material.
 - d. Attached drainage catch pan with a separate wash water supply to purge the area of accumulated solids
 - e. Removable covers for inspection access
- H. Washing compactors that do not have a separate washing and rinse/dewatering zones will not be accepted.
- I. The compacted screenings will be pushed through the compaction zone and pass through an elbow into an outlet chute. The outlet chute will provide for screening expansion and will elevate the dewatered screenings to discharge by gravity into a waste receptacle (by others).
- J. Each Washing Compactor will have a minimum 3 hp, inverter duty electric motor suitable for a 460/3/60 supply and rated for a Class 1 Div. 2 environment. As a minimum, the motor will be TEFC with an IP55 enclosure rating and will conform to NEMA MG-1 requirements.

2.4 SPARE PARTS - The manufacturer will supply the following spare parts, per screen supplied, with the equipment:

- A. Ten (10) hook links and elements spacers
- B. Two (2) grid axles
- C. Two (2) guide links
- D. Two (2) screen panels
- E. One (1) center support link
- F. One (1) brush for the screw
- G. One (1) set stainless steel nozzles

2.5 ACCESSORIES - The manufacturer will supply the following accessories, with the equipment:

- A. Two (2) 3/4" NEMA 4X brass solenoid valves
- B. Two (2) 2.0" wash water strainer
- C. Two (2) wash water pressure gauge
- D. One (1) Duplex booster pump skid
 - a. Each pump sized for 110GPM at a 60 PSI pressure boost
 - b. No interconnecting piping, valves or ancillary components
- E. Two (2) Underflow weir

2.6 ELECTRICAL CONTROLS AND ANCILLARY COMPONENTS

- A. General Information - The manufacturer will supply two UL listed main control panel and four local control station that shall automatically control the equipment offered in this section.
- B. The Main Control Panel – NEMA 4X stainless steel enclosure for outdoor installation – Each control panel shall consist of the following components for each screening system:
 - 1 Enclosure, wall-mount with flooring kit, 3-point latch NEMA 4X, 304SS with sunshade
 - 1 Main disconnect breaker with operating handle
 - 1 Surge suppressor, 460 VAC
 - 1 Surge suppressor, 120 VAC
 - 1 Control power transformer
 - 1 ABB, ACS580 series VFD, 1 HP, 460VAC, with fuse protection (SCREEN DRIVE)
 - 1 NEMA size 0, reversing starter, 460VAC, with circuit breaker protection (COMPACTOR)
 - 1 NEMA size 0, starter, 460VAC, with circuit breaker protection (BOOSTER PUMP)
 - 1 Smart programmable relay with I/O as required
 - 1 Unmanaged ethernet Switch
 - 3 Elapsed time meter
 - 3 Timer relay
 - 1 IS relay
 - 1 Ground bar
 - 1 Panel heater
 - 1 Cooling fan
 - 1 Fiber Patch

LOT of pilot lights as required
LOT of control relays, terminal blocks, fuse blocks, wire duct, supplementary circuit protection, UL label as required.

C. I/O to SCADA

1. Screen Running
2. Screen E-Stop
3. Screen Failure
4. Upstream water level
5. Downstream water level
6. Screen Run Command
7. Compactor Running
8. Compactor Failure
9. High Level

D. Ancillary Control Components -

1. Float switch
2. Ultrasonic differential level system consisting of the following per screen:
 - a. Two (2) VEGA NEMA 4X/7 transducers
 - b. One (1) Enclosure 4X, Fiberglass, wall mount, with viewing window
 - c. One (1) VEGA MET 141 controller with display
3. Local Control Station – NEMA 7 – Two for screen and compactor – two for booster pump skid - Each local station panel shall consist of the following components:
 - a. NEMA 7 enclosure
 - b. Hand/Off/Auto switch for each motor
 - c. Forward/Off/Reverse switch for compactor motor
 - d. Emergency stop

Part 3 SURFACE PREPARATION AND PAINTING

- A. The majority of stainless steel materials, flanges and piping shall be pickled by means of a four tank system that is in accordance with ASTMs A380. This process is for quality control, removal of heat affected discoloration, surface treatment for corrosive environments and to provide a uniform finish to the stainless steel surfaces. Stainless steel components must be fully submerged in the tanks for complete coverage. Electro-chemical wanding is acceptable on weld finishes that cannot be submerged due to size. Sandblasting, pickling pastes and abrasive cleaners will not be accepted as forms of metal finishing. The drive and grid components do not require pickling.

Tank 1 – Detergent bath for the removal of soils, greases, oils and dirt

Tank 2 – Rinsing process to remove detergent and residual soils

Tank 3 – Two part acid solution for the removal of tightly adhere oxide films

Tank 4 – Final rinse process to remove all residual acid

The four-tank pickling process must be conducted in-house at the manufacturer's own ISO 9001 certified manufacturing facility. Any screening equipment providers who are unable to perform this process in-house are not acceptable.

- B. All ferrous surfaces (except stainless steel) shall be coated with a pre-primer, primer, and an exterior top coating, or fusion bonded polyester coating suitable for humid/wet environments for superior corrosion protection.
- C. Motor(s) and gearbox(s) shall be surface prepared to withstand humid/wet environments for superior corrosion protection.

Part 4 EXECUTION

4.1 WARRANTY - The Manufacturer of the equipment supplied under this specification shall provide a warranty for a period of twelve months commencing on acceptance and/or beneficial occupancy by the Owner but no later than 90 days from the date of shipment by the Manufacturer. The Manufacturer shall guarantee that the equipment furnished is suitable for the purpose intended and free from defects in design, materials and workmanship. In the event that the equipment fails to perform as specified the Manufacturer shall, at his option, promptly repair, modify or replace the defective equipment.

4.2 FACTORY TESTING

- A. The screening system and all components shall be factory assembled and tested for a minimum of 24 hours prior to shipment. The equipment shall be shipped fully assembled and shall be capable of being set in place and field erected by the Contractor with minimal field assembly.
- B. During the factory test period the screening system shall be adjusted as required assuring proper operation on completion of the field installation. The Manufacturer shall supply a certification of the completion of the factory testing of the assembled screening system and appurtenances and shall certify as to the equipment being in satisfactory operating condition at time of shipment. The Engineer and/or Owner may, at their own option and expense, witness the factory test.

4.3 DELIVERY AND STORAGE

- A. The screening system shall be appropriately crated and delivered to protect against damage during shipment.
- B. An authorized representative of the Contractor shall inspect the screens on delivery to the jobsite and shall report any damage or missing components to the Manufacturer and the Engineer within 72 hours of receipt of the shipment.

4.4 INSTALLATION - The installation of the equipment shall be as indicated on the drawings and in strict accordance with the Manufacturer's instructions and recommendations.

4.5 FIELD TESTS, ADJUSTMENTS AND COMMISSIONING

- A. The equipment shall be shipped completely factory assembled. Contractor shall verify all access dimensions, channel dimensions, and any interior building dimensions to ensure equipment may be installed as a factory assembled units.

- B. After completion of the installation, the equipment shall be inspected and certified by an authorized representative of the Manufacturer as being in compliance with the Manufacturer's recommendations and requirements. At such time as the Manufacturer has deemed the installation to be acceptable, the Manufacturer's authorized service representative shall make any required adjustments and shall start the equipment to assure proper operation.
- C. The Manufacturer's authorized representative shall provide instruction to the plant personnel as to the operation and maintenance of the equipment including commissioning, shut down, on-line operations, lubrication and preventative maintenance.
- D. Manufacturer shall state field service rates for a Service Engineer to Owner and Contractor. In the event that the field service time required by this section should not be sufficient to properly place the equipment into operation, and the requirement for additional time is beyond the manufacturer's responsibility, additional time shall be purchased by Contractor to correct deficiencies in installation, equipment, or material without additional cost to Owner.
- E. The Contractor shall include in his bid, the cost of the above referenced authorized service representative for a minimum of two (2) trips totaling four (4) eight hour days onsite to complete the certifications and training described in this specification section.

End of Section

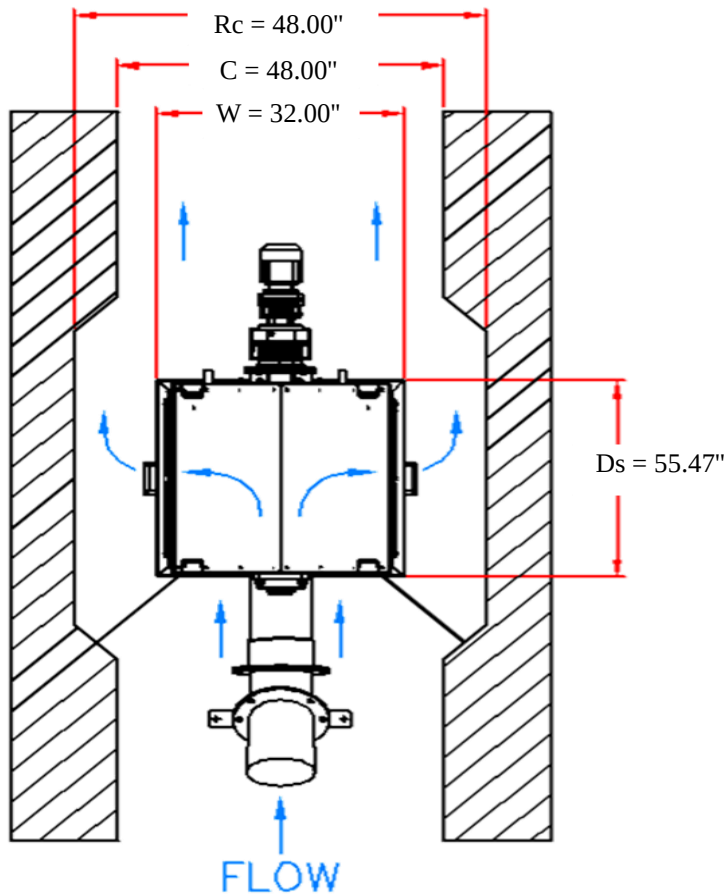
Great White Center Flow Screen Equipment Sizing



Tel: 813-818-0777 Fax: 813-818-0770

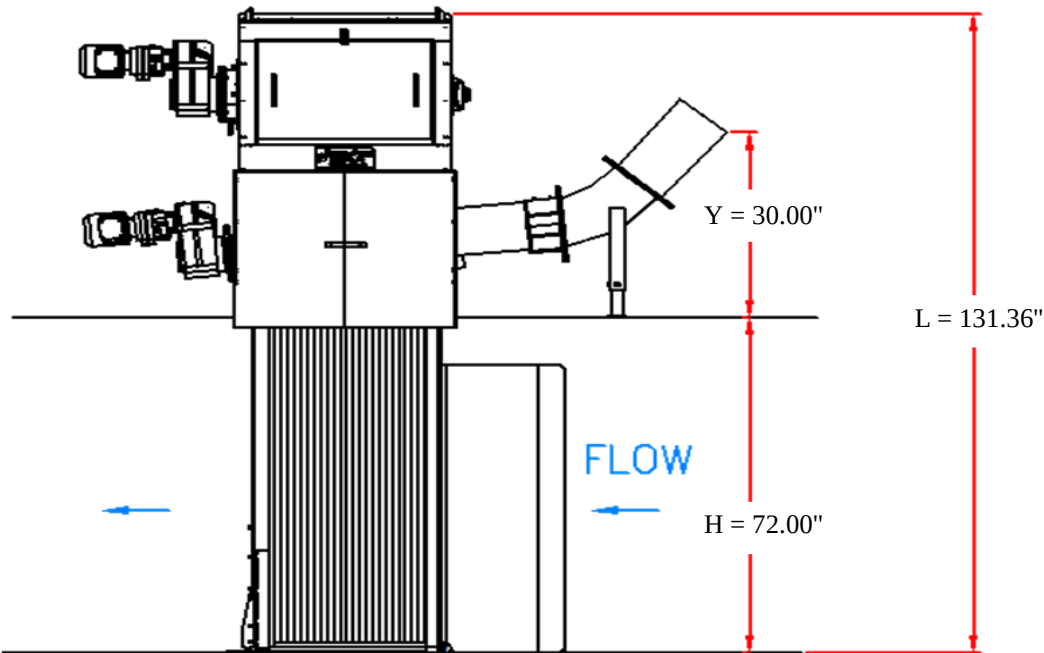
Project: Port Orange, FL
Date: 4/19/2024
Rep: TSC - Jacobs - North
By: STM Checked: JMB

Channel Dimensions:		English Units	SI Units
C	Channel Width	48.00 in	1219 mm
H	Channel Height	72.00 in	1829 mm
Rc	Recess Width,	48.00 in	1219 mm
Rd	Channel Recess Depth	0.00 in	0 mm
TC	Height from Grade to Top of Channel	0.00 in	0 mm



Model # **CF 32 – 55 – 131 – 3 – P**

Equipment Dimensions:		English Units	SI Units
L	Length of Screen	131.36 in	3337 mm
W	Width of Screen	32.00 in	813 mm
Ds	Depth of Screen	55.47 in	1409 mm
Y	Discharge Height from the Compactor	30.00 in	762 mm
Screen Grid Parameters:			
S	Grid Opening Spacing	3mm Perf UHMWPE	
Obs	Percent of Screen Obstructed	65 %	Hook Link 12 ga
OA _{eff} *	Effective Percent of Grid Opening	20.01 %	Straight Link 12 ga



NOTE: * Effective Percent of Grid Opening = Percent of Grid Opening at 3mm Opening × (1 - Proposed 65% of Screen Obstructed).

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Great White Center Flow Screen Hydraulic Performance



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Project: Port Orange, FL

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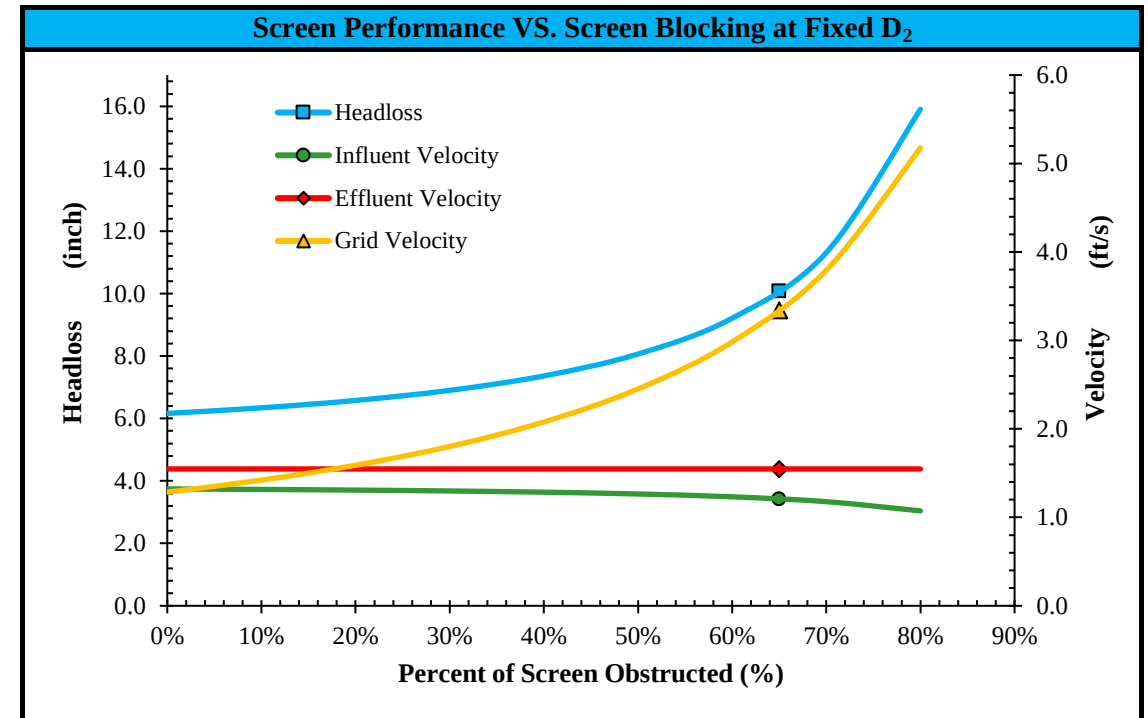
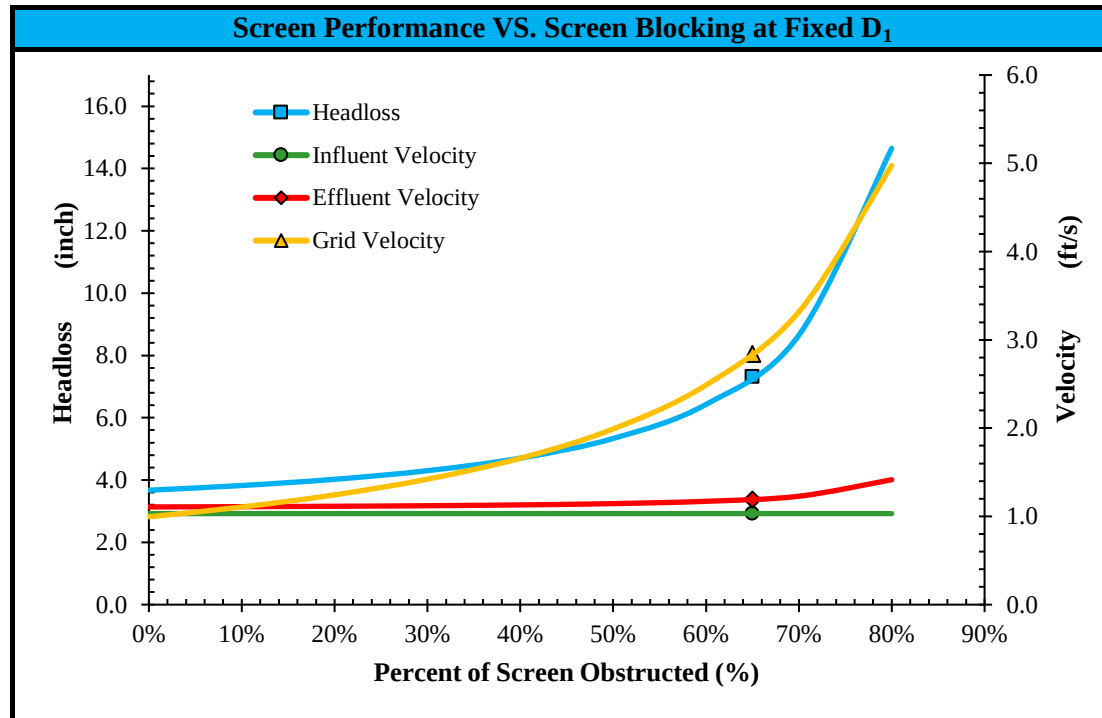
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Checked: JMB

Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	12.00 MGD	8333 gpm	526 L/s	45425 m ³ /d
D ₁	Upstream Water Depth	54.00 in		1372 mm	
D ₂	Downstream Water Depth	46.68 in		1186 mm	
ΔH	Total Headloss	7.32 in		186 mm	
F	Freeboard	18.00 in		457 mm	
V ₁	Influent Channel Velocity	1.03 ft/s		0.31 m/s	
V _T	Throat Velocity of Screen	2.76 ft/s		0.84 m/s	
V _G	Velocity Through Grid	2.84 ft/s		0.87 m/s	
V _{Re}	Recess Zone Velocity	2.85 ft/s		0.87 m/s	
V ₂	Effluent Channel Velocity	1.19 ft/s		0.36 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	12.00 MGD	8333 gpm	526 L/s	45425 m ³ /d
D ₁	Upstream Water Depth	46.09 in		1171 mm	
D ₂	Downstream Water Depth	36.00 in		914 mm	
ΔH	Total Headloss	10.09 in		256 mm	
F	Freeboard	25.91 in		658 mm	
V ₁	Influent Channel Velocity	1.21 ft/s		0.37 m/s	
V _T	Throat Velocity of Screen	3.33 ft/s		1.01 m/s	
V _G	Velocity Through Grid	3.34 ft/s		1.02 m/s	
V _{Re}	Recess Zone Velocity	3.58 ft/s		1.09 m/s	
V ₂	Effluent Channel Velocity	1.55 ft/s		0.47 m/s	



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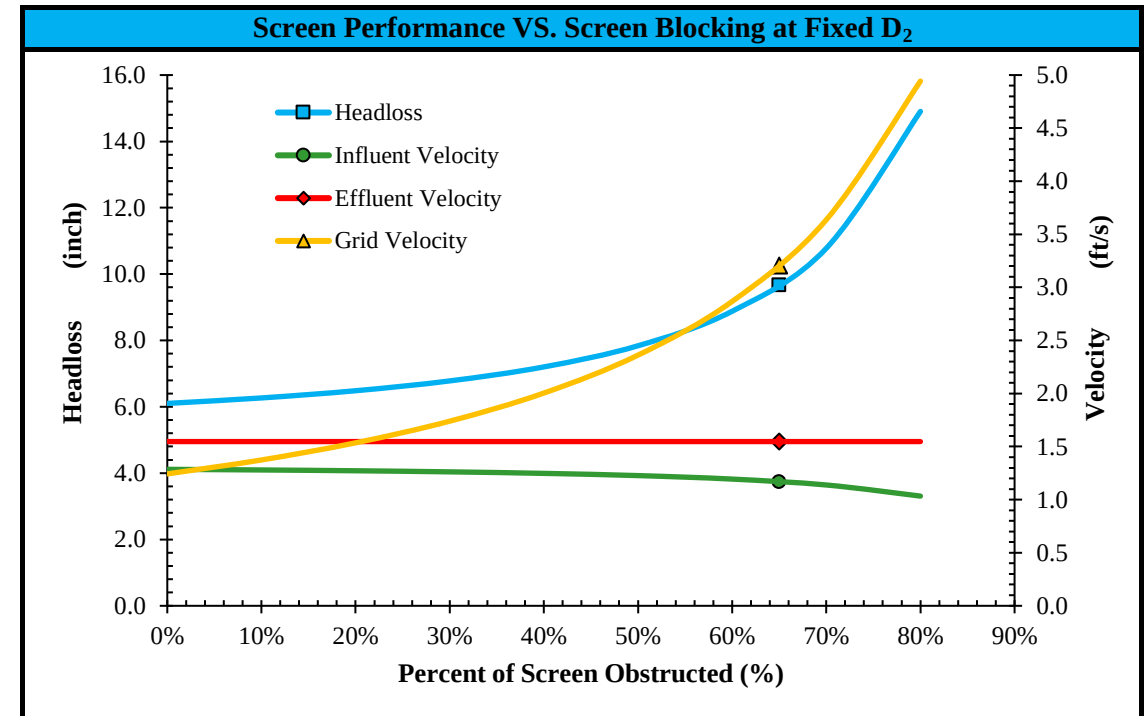
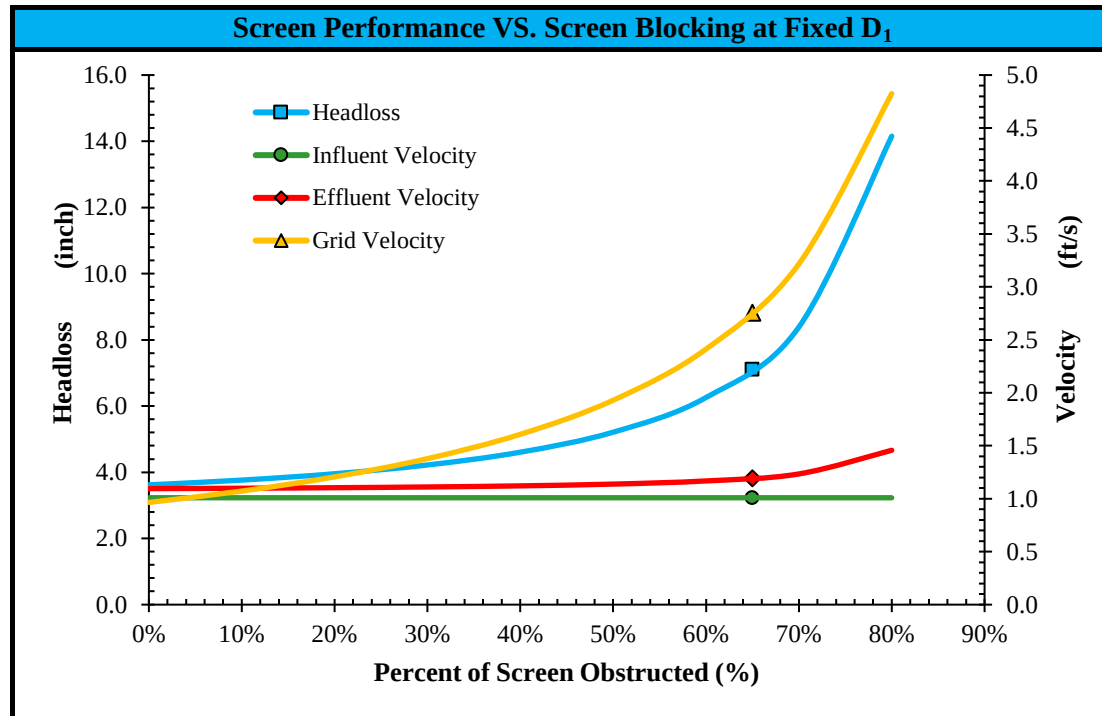
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Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	10.00 MGD	6944 gpm	438 L/s	37854 m ³ /d
D ₁	Upstream Water Depth	46.00 in		1168 mm	
D ₂	Downstream Water Depth	38.89 in		988 mm	
ΔH	Total Headloss	7.11 in		181 mm	
F	Freeboard	26.00 in		660 mm	
V ₁	Influent Channel Velocity	1.01 ft/s		0.31 m/s	
V _T	Throat Velocity of Screen	2.78 ft/s		0.85 m/s	
V _G	Velocity Through Grid	2.76 ft/s		0.84 m/s	
V _{Re}	Recess Zone Velocity	2.83 ft/s		0.86 m/s	
V ₂	Effluent Channel Velocity	1.19 ft/s		0.36 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	10.00 MGD	6944 gpm	438 L/s	37854 m ³ /d
D ₁	Upstream Water Depth	39.67 in		1008 mm	
D ₂	Downstream Water Depth	30.00 in		762 mm	
ΔH	Total Headloss	9.67 in		246 mm	
F	Freeboard	32.33 in		821 mm	
V ₁	Influent Channel Velocity	1.17 ft/s		0.36 m/s	
V _T	Throat Velocity of Screen	3.32 ft/s		1.01 m/s	
V _G	Velocity Through Grid	3.21 ft/s		0.98 m/s	
V _{Re}	Recess Zone Velocity	3.54 ft/s		1.08 m/s	
V ₂	Effluent Channel Velocity	1.55 ft/s		0.47 m/s	



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Great White Center Flow Screen Hydraulic Performance



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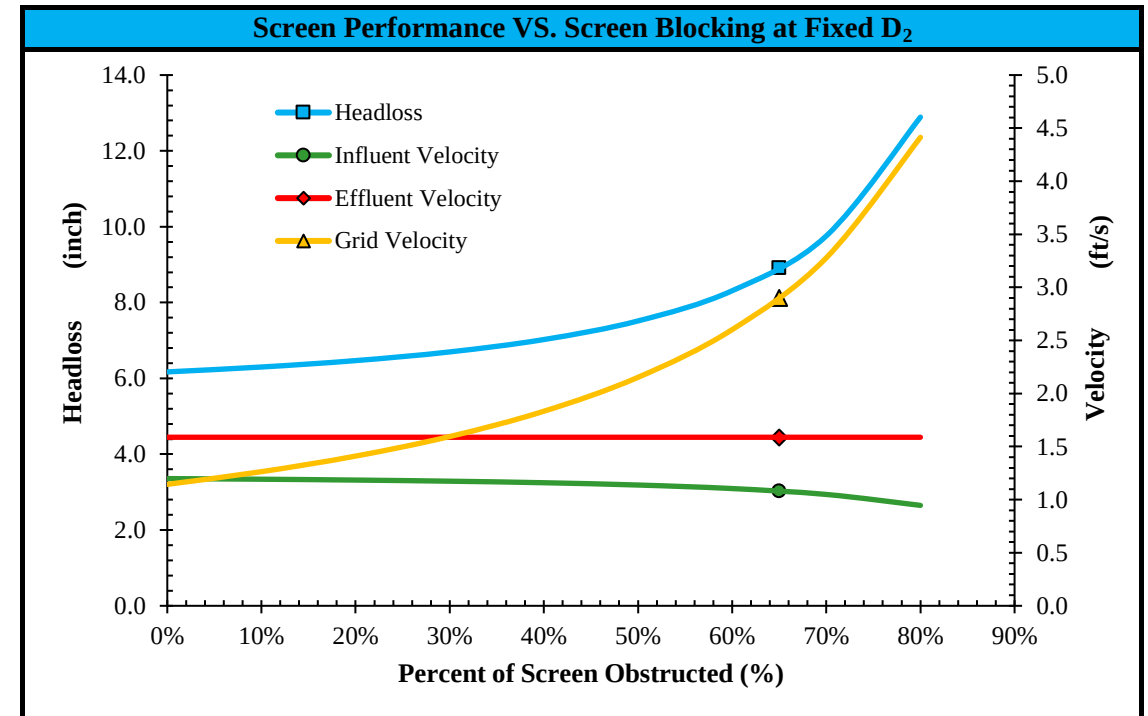
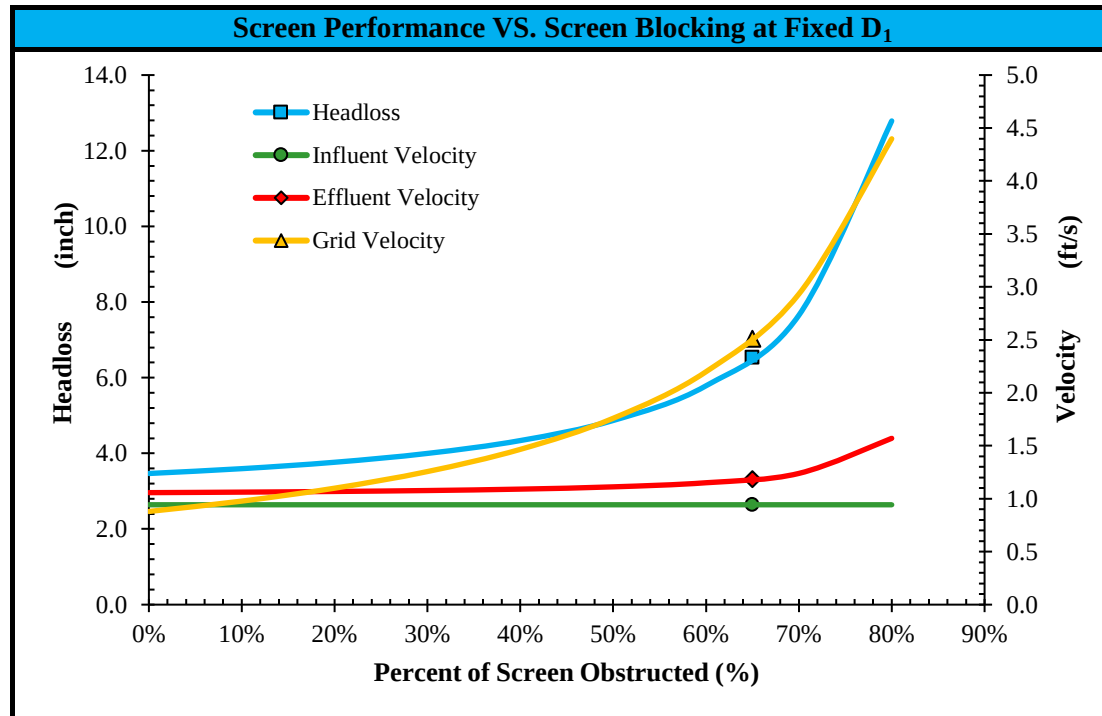
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Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	6.50 MGD	4514 gpm	285 L/s	24605 m ³ /d
D ₁	Upstream Water Depth	32.00 in		813 mm	
D ₂	Downstream Water Depth	25.47 in		647 mm	
ΔH	Total Headloss	6.53 in		166 mm	
F	Freeboard	40.00 in		1016 mm	
V ₁	Influent Channel Velocity	0.94 ft/s		0.29 m/s	
V _T	Throat Velocity of Screen	2.82 ft/s		0.86 m/s	
V _G	Velocity Through Grid	2.51 ft/s		0.77 m/s	
V _{Re}	Recess Zone Velocity	2.77 ft/s		0.84 m/s	
V ₂	Effluent Channel Velocity	1.18 ft/s		0.36 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	6.50 MGD	4514 gpm	285 L/s	24605 m ³ /d
D ₁	Upstream Water Depth	27.92 in		709 mm	
D ₂	Downstream Water Depth	19.00 in		483 mm	
ΔH	Total Headloss	8.92 in		227 mm	
F	Freeboard	44.08 in		1120 mm	
V ₁	Influent Channel Velocity	1.08 ft/s		0.33 m/s	
V _T	Throat Velocity of Screen	3.37 ft/s		1.03 m/s	
V _G	Velocity Through Grid	2.90 ft/s		0.88 m/s	
V _{Re}	Recess Zone Velocity	3.50 ft/s		1.07 m/s	
V ₂	Effluent Channel Velocity	1.59 ft/s		0.48 m/s	



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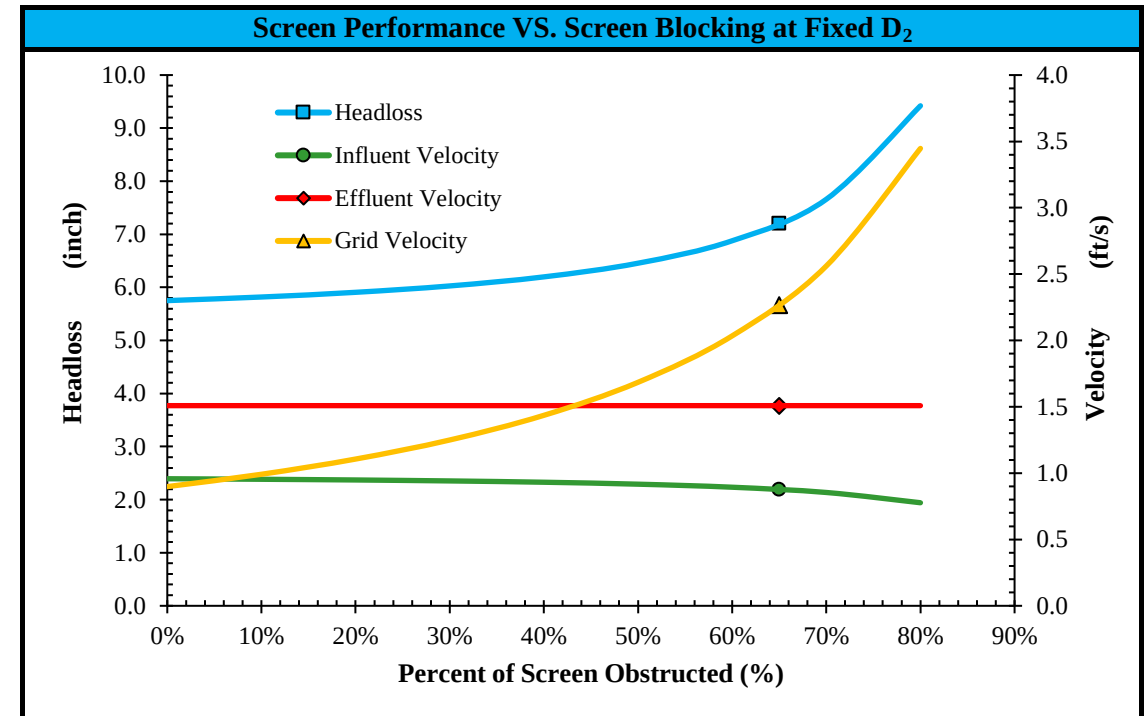
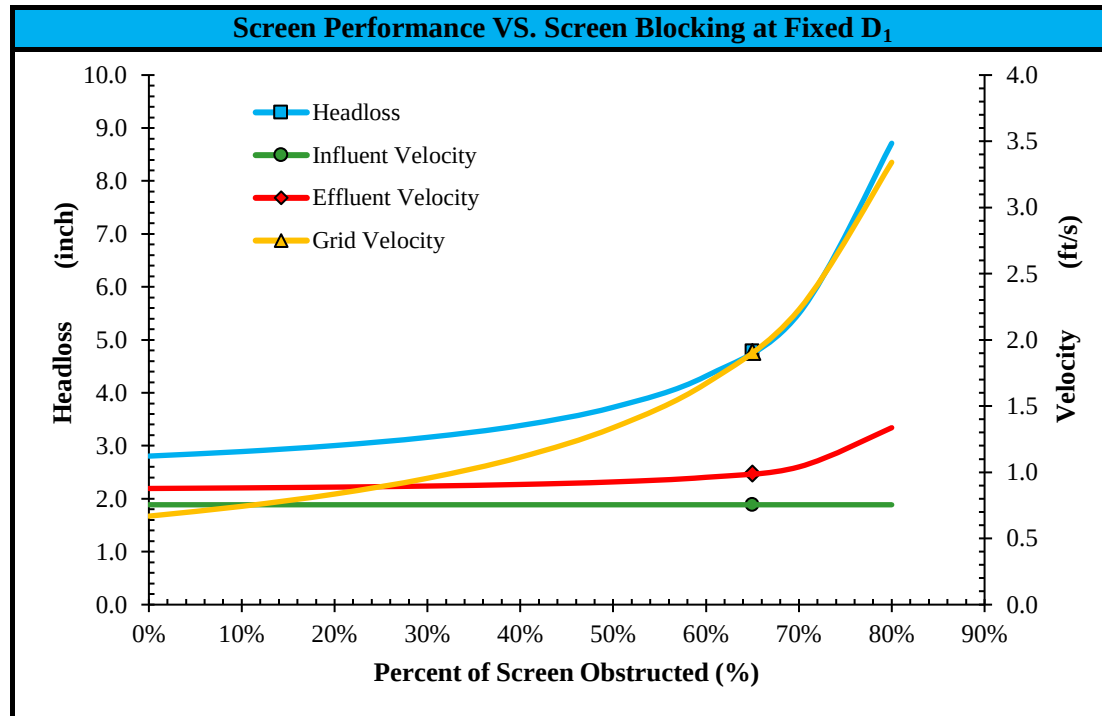
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Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	3.25 MGD	2257 gpm	142 L/s	12303 m ³ /d
D ₁	Upstream Water Depth	20.00 in		508 mm	
D ₂	Downstream Water Depth	15.21 in		386 mm	
ΔH	Total Headloss	4.79 in		122 mm	
F	Freeboard	52.00 in		1321 mm	
V ₁	Influent Channel Velocity	0.75 ft/s		0.23 m/s	
V _T	Throat Velocity of Screen	2.72 ft/s		0.83 m/s	
V _G	Velocity Through Grid	1.91 ft/s		0.58 m/s	
V _{Re}	Recess Zone Velocity	2.30 ft/s		0.70 m/s	
V ₂	Effluent Channel Velocity	0.99 ft/s		0.30 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	3.25 MGD	2257 gpm	142 L/s	12303 m ³ /d
D ₁	Upstream Water Depth	17.20 in		437 mm	
D ₂	Downstream Water Depth	10.00 in		254 mm	
ΔH	Total Headloss	7.20 in		183 mm	
F	Freeboard	54.80 in		1392 mm	
V ₁	Influent Channel Velocity	0.88 ft/s		0.27 m/s	
V _T	Throat Velocity of Screen	3.48 ft/s		1.06 m/s	
V _G	Velocity Through Grid	2.27 ft/s		0.69 m/s	
V _{Re}	Recess Zone Velocity	3.15 ft/s		0.96 m/s	
V ₂	Effluent Channel Velocity	1.51 ft/s		0.46 m/s	



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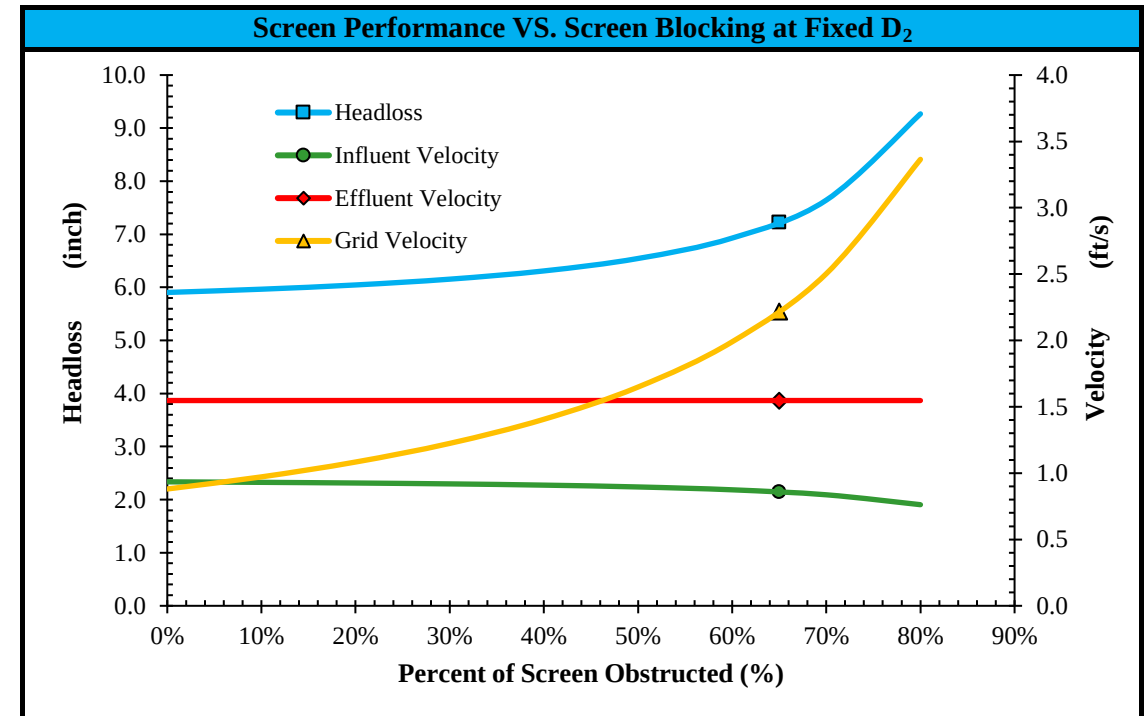
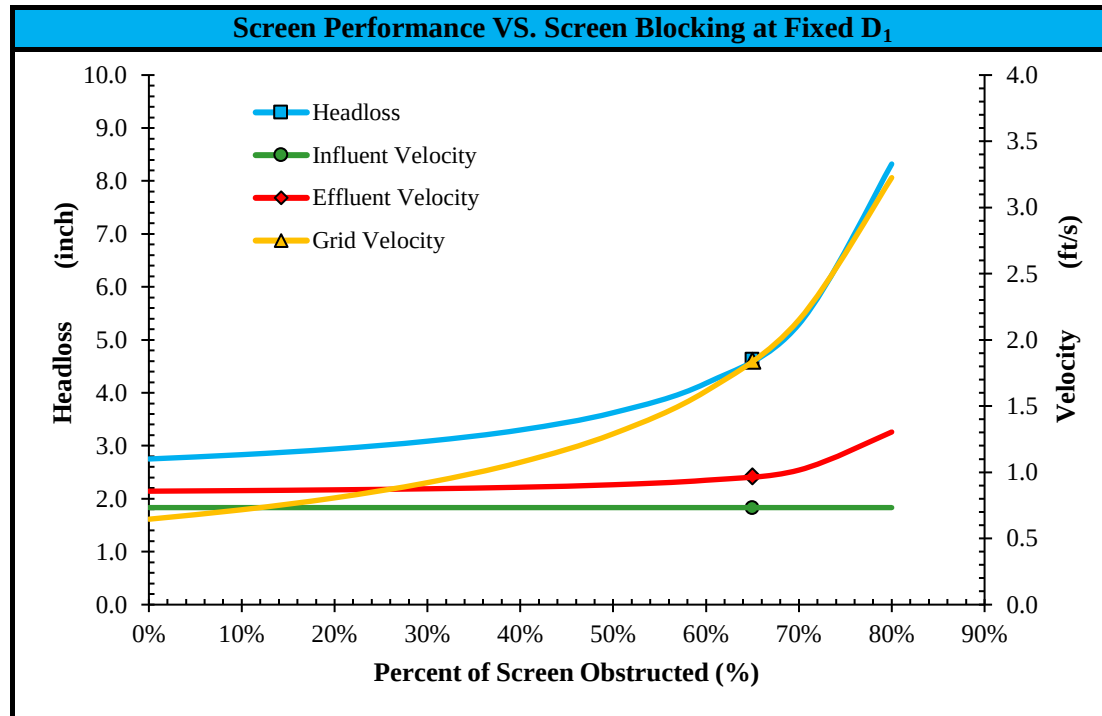
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Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	3.00 MGD	2083 gpm	131 L/s	11356 m ³ /d
D ₁	Upstream Water Depth	19.00 in		483 mm	
D ₂	Downstream Water Depth	14.37 in		365 mm	
ΔH	Total Headloss	4.63 in		118 mm	
F	Freeboard	53.00 in		1346 mm	
V ₁	Influent Channel Velocity	0.73 ft/s		0.22 m/s	
V _T	Throat Velocity of Screen	2.72 ft/s		0.83 m/s	
V _G	Velocity Through Grid	1.84 ft/s		0.56 m/s	
V _{Re}	Recess Zone Velocity	2.24 ft/s		0.68 m/s	
V ₂	Effluent Channel Velocity	0.97 ft/s		0.30 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	3.00 MGD	2083 gpm	131 L/s	11356 m ³ /d
D ₁	Upstream Water Depth	16.23 in		412 mm	
D ₂	Downstream Water Depth	9.00 in		229 mm	
ΔH	Total Headloss	7.23 in		184 mm	
F	Freeboard	55.77 in		1417 mm	
V ₁	Influent Channel Velocity	0.86 ft/s		0.26 m/s	
V _T	Throat Velocity of Screen	3.55 ft/s		1.08 m/s	
V _G	Velocity Through Grid	2.22 ft/s		0.68 m/s	
V _{Re}	Recess Zone Velocity	3.17 ft/s		0.97 m/s	
V ₂	Effluent Channel Velocity	1.55 ft/s		0.47 m/s	



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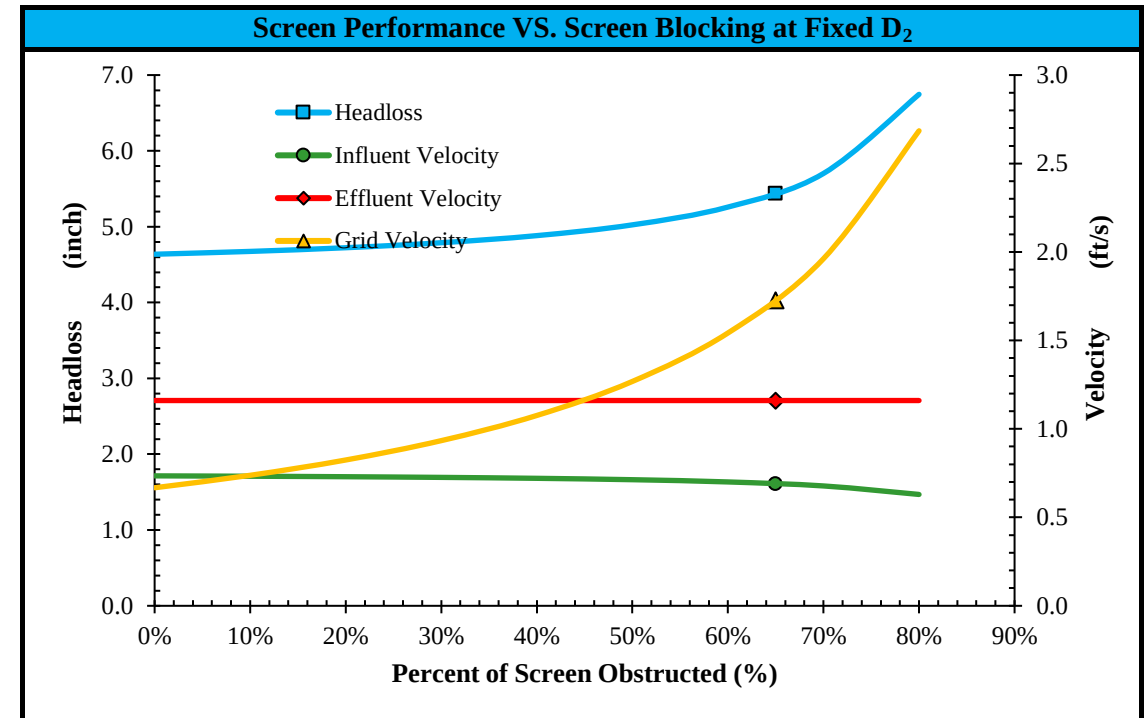
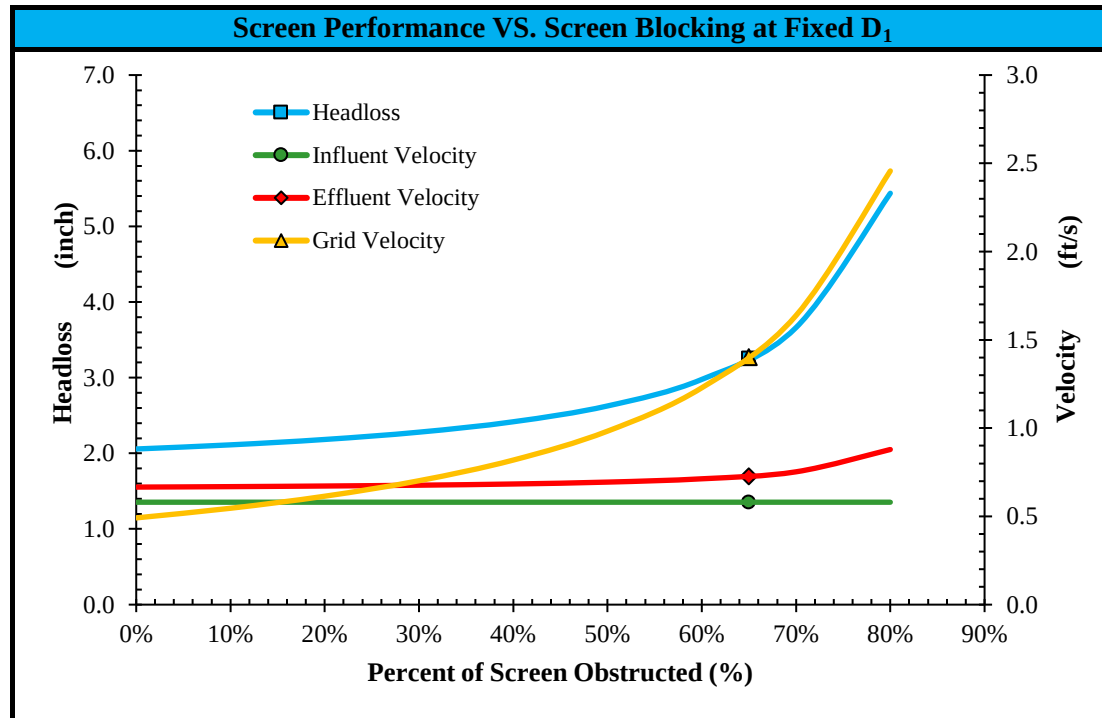
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Checked: JMB

Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	2.00 MGD	1389 gpm	88 L/s	7571 m ³ /d
D ₁	Upstream Water Depth	16.00 in		406 mm	
D ₂	Downstream Water Depth	12.74 in		324 mm	
ΔH	Total Headloss	3.26 in		83 mm	
F	Freeboard	56.00 in		1422 mm	
V ₁	Influent Channel Velocity	0.58 ft/s		0.18 m/s	
V _T	Throat Velocity of Screen	2.43 ft/s		0.74 m/s	
V _G	Velocity Through Grid	1.40 ft/s		0.43 m/s	
V _{Re}	Recess Zone Velocity	1.72 ft/s		0.52 m/s	
V ₂	Effluent Channel Velocity	0.73 ft/s		0.22 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	2.00 MGD	1389 gpm	88 L/s	7571 m ³ /d
D ₁	Upstream Water Depth	13.44 in		341 mm	
D ₂	Downstream Water Depth	8.00 in		203 mm	
ΔH	Total Headloss	5.44 in		138 mm	
F	Freeboard	58.56 in		1487 mm	
V ₁	Influent Channel Velocity	0.69 ft/s		0.21 m/s	
V _T	Throat Velocity of Screen	3.41 ft/s		1.04 m/s	
V _G	Velocity Through Grid	1.73 ft/s		0.53 m/s	
V _{Re}	Recess Zone Velocity	2.50 ft/s		0.76 m/s	
V ₂	Effluent Channel Velocity	1.16 ft/s		0.35 m/s	





Great White Center/Dual Flow Screen

Highest Screenings Capture Ratio Available

- Independently certified¹ highest SCR water/wastewater screen
93.25% with 2mm opening
84% with 6mm opening
- Continuous band screen design eliminates bypass and carryover
- Excellent sensitive process and membrane protection
- Proprietary design features easily capture and offload screenings including rags and stringy material
- All T304 or T316 stainless steel fabrication

About the Great White Center/Dual Flow Screen

The Great White Shark is an apex predator that rules almost every body of water around the world. Like the Great White, our Center/Dual Flow Screen is designed and manufactured at the pinnacle of quality and dominates application environments.

The Great White Center/Dual Flow continuous band screen is designed to handle low-to-high flows and has been independently¹ certified to have the highest screenings capture ratio of all band screens on the market. Dual spray wash, patented grid design, proprietary sealing system and UHMWPE guide links make this an exceptional product for the filtering and offloading of water and wastewater screenings.



¹ UK Water Industry Research in National Screen Evaluation Facility Inlet Screen Evaluation Comparative Report (1999-2011)

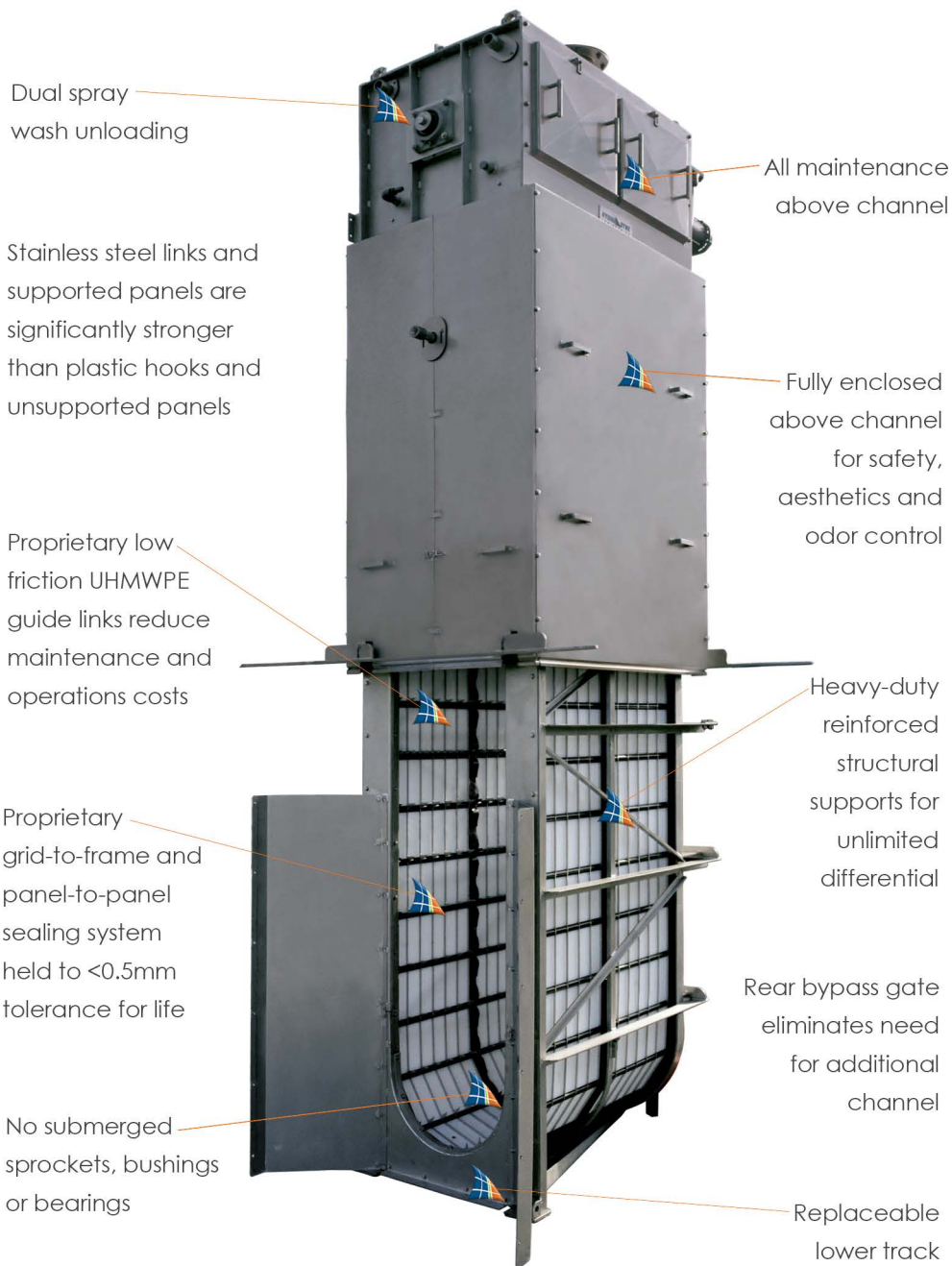
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Designed & Manufactured in the USA 
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ISO 9001:2015 Certified

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ENGINEERING
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At-a-glance

models

Center Flow (center entrance/side exit)
Dual Flow (side entrance/rear exit)

grid opening range

0.5-25mm

flow capacity

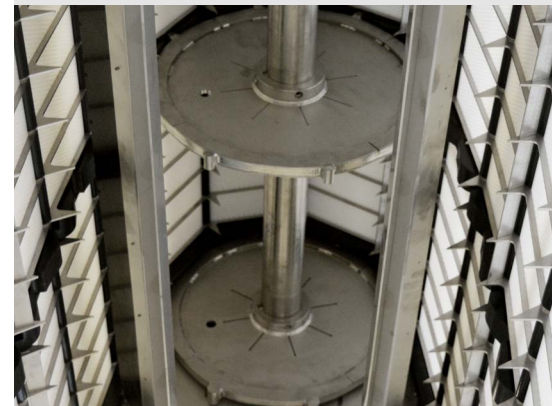
0.1mgd (5 L/s) to 125+mgd (5,500+ L/s)

grid types

Stainless steel laced link
Stainless steel wire mesh
Stainless steel perforated panel
UHMWPE perforated panel

Patented Drive Features

- Grid does not contact drive or unloading mechanism
- Direct drive uses no chains or sprockets
- Fully supports grid for negligible wear
- Fractional hp requirements



Optional Equipment

- Specialty stainless steel construction
- Cold weather/freeze protection
- Basic to sophisticated automation controls
- Sectional construction for restricted area assembly
- Integrated screenings handling equipment
- Electric, hydraulic or explosion-proof drives



To learn more visit: www.hydro-dyne.com
sales@hydro-dyne.com | +1 (813) 818-0777

Coarse Screens | Fine Screens | Screenings Handling | Grit Removal Equipment

Designed & Manufactured in the USA 
4750 118th Avenue North Clearwater, FL 33762

ISO 9001:2015 Certified

HYDRO-DYNE
ENGINEERING
Designed to Protect. Built to Perform.™



Whitetip Shark Washing Compactors

Robust, High Performing Design to Meet Your Application Needs

- Multiple models and options to suit individual applications
- Designed to collect, dewater, condition, compact and transport screenings from any screen, launder/slucice or conveyor to any waste disposal drop point
- Weight reduction up to 80%
- Screening volume reduction up to 85%
- Organic removal up to 95%
- Dewatered screenings dry solids content up to 40% (depending on material to be dewatered)
- Screenings meet strict landfill requirements (EPA 9095 Paint Filter Test)
- All T304 or T316 stainless steel fabrication
- Heavy duty AR400 Auger for long wear life and ability to crush large objects
- Standard screw diameters: 6", 8", 10", 12", 16" and 20"



Whitetip Shark Family of Washing Compactors

The Whitetip Shark is a fierce but slow-moving shark, notable for its long, rounded fins which feature an iconic white tip. Hydro-Dyne's family of Whitetip Shark Washing Compactors thoroughly wash and compact screenings to produce the clean, compact white screening plugs they are known for by efficiently returning organics to the channel. Every compactor is custom-designed for individual applications, taking into account the type of flow and solids collected. Multiple models are available to ensure organic material is returned to the treatment plant's process and inorganic materials are separated, cleaned and dewatered in the most effective and efficient way possible. Stainless steel construction with a hardened alloy auger provides an enduring solution to exceed performance and disposal requirements.



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Whitetip Shark Washing Compactor

The Whitetip Shark Washing Compactor features screenings drainage and compaction zones. Stainless steel flights and anti-rotation bars improve compaction and provide reliable equipment performance and life.

 Drainage/Washing

 Compaction



Whitetip Shark with Enhanced Dewatering

The Whitetip Shark Washing Compactor with Enhanced Dewatering features screenings drainage and rinse/compaction zones. Hardened Alloy screw and AR-400 flights greatly improve compaction and equipment reliability in harsh environments.

 Drainage/Washing

 Rinse/Dewatering

 Compaction

Whitetip Shark with Enhanced Wash/Dewatering

Up to 80% decrease in the total weight of solids output and up to 90% organic removal is achieved by this model with the addition of a washing zone and additional wash cycle. Operation includes a reversing function to the auger and timers so that the screened material is aggressively agitated during a longer wash cycle. Organic material is further broken down and washed back into the system through the drain. Rinse/Dewatering zone thoroughly rinses and compacts captured screenings.

 Drainage/Washing

 Enhanced Washing

 Rinse/Dewatering

 Compaction

Optional Equipment

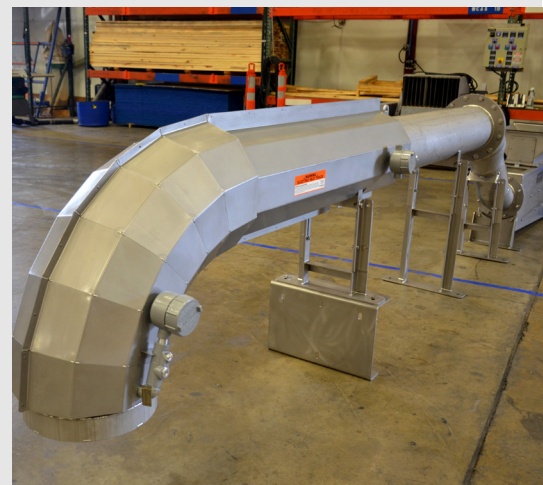
- Basic rinsing to thorough washing
- Integrated models located within screens
- External models fed via sluice or conveyor
- Trough types: perforated, slotted, wedgewire
- Shafted or shaftless flight
- Electric or hydraulic drive
- Cold weather/freeze protection

Discharge Options

- Dual Bearing: Dewatering
- Reduction Flange: Dewatering and some compaction
- Hinged Gate: Dewatering and compaction
- Press Elbow: Maximum dewater and compaction plus elevation

Screenings Collection Options

- Screenings collection bagging system
- Self-leveling bins
- Stainless steel discharge chute
- Lay flat hose or flexible pipe



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Made in the USA 

ADDENDUM NO. 1
to Hydro-Dyne Engineering, Inc.
dated _____, 2024

This Addendum No. 1 ("Addendum") is entered into on the day and year set forth hereinafter 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/or "Customer") and **Hydro-Dyne Engineering, Inc.**, ("Hydro-Dyne Engineering" and/or "Contractor," "Seller") a Florida corporation, whose principal address is 4750 118th Avenue North, Clearwater, Florida 33762, collectively "The Parties". The Parties have agreed as follows:

1. This Addendum No. 1 supplements the terms provided in Hydro-Dyne Engineering, Inc. Agreement/Terms and Conditions ("Seller's Terms and Conditions" and/or "Agreement"), Scope of Work 4361-6 dated May 15, 2024 ("Seller's SOW"), and attachment "Section – Great White Center Flow Screen and Whitetip Shark Washing Compactor Technical Specifications," between Hydro-Dyne Engineering, Inc. and the City of Port Orange, effective the date as stated above, collectively, the "Agreement and/or Contract".
2. Contract Administration. The Public Utilities Director, Steve Parnel, shall perform contract administration of this Agreement. For notice provisions, see the paragraph below entitled "Notice."
3. Page 1 of Seller's SOW, paragraph 2, "Freight," shall be deleted in its entirety, and replaced herewith:
"All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Destination, with freight costs included. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery."
4. Page 1 of Seller's SOW, paragraph 3, "Not Included," shall be deleted in its entirety, and replaced herewith:
"This scope of work is limited to the specification section(s) and addendum(s) referenced above. Any other documents are not included, Concrete work, installation, plumbing, wiring connections, valves, strainers, level sensor mounts, liquidated damages, engineering certifications or seals, seismic/wind calculations and related PE stamps."
5. Page 1 of Seller's SOW, paragraph 4, "Validity," subsection 1, shall be deleted in its entirety.
6. Page 1 of Seller's Terms and Conditions, paragraph 1, "Entire Agreement," shall be deleted in its entirety, and replaced herewith:
"This Agreement constitutes the complete Agreement and understanding between Hydro-Dyne Engineering, Inc. ("Seller") and the purchase order issuer ("Purchaser") with respect to the subject matter hereof and supersedes all prior solicitations, agreements, understandings and representations between the Parties. This Agreement consists of these Terms and Conditions, Seller's Scope of Work (the "SOW"), and Owner's specifications (the "Owner Specs"). The SOW references the Owner Specs and provides clarifications and modifications to the Owner Specifications. Prior dealings, usage of the trade, and course of performance shall not be used to determine the meaning of this Agreement. Any Agreement between the final equipment owner ("Owner") and Purchaser (the "Prime Contract") shall not be deemed to be part of this Agreement, Seller is not a party to the Prime Contract, and Seller is not required to comply with the Prime Contract."
7. Page 1 of Seller's Terms and Conditions, paragraph 2, "Delivery," shall be deleted in its entirety, and replaced herewith:

“The SOW sets forth the delivery point(s) and delivery terms for delivery of the products expressly set in the SOW to be delivered to Purchaser under this Agreement (the “Products”). If any delivery is or may be delayed by reason of Force Majeure (as defined in Section 10), Seller may at its option tender delivery to Purchaser at any point of manufacture and such shall constitute delivery for all purposes under this Agreement. If Purchaser fails to accept delivery when made by Seller, Purchaser shall promptly reimburse Seller for all costs associated with such failure, including costs of storage of the Products, regardless of whether some or all of the storage occurs at Seller’s facilities, and the storage location(s) shall be deemed to be the delivery point(s). If shipment is postponed at the request of Purchaser, as a result of delay in receipt of shipping instruction, or due to any other cause or reason other than the negligence or willful misconduct of Seller, payment of the purchase price for the Products by Purchaser shall be due on notice from Seller that the Products are ready for shipment, and the delivery point will then be the current location of the Products. Handling, moving, storage, insurance and other charges thereafter incurred by Seller with respect to the Products shall be for the account of Purchaser. Risk of loss shall pass to Purchaser at the delivery point.”

8. Page 3 of Seller’s Terms and Conditions, paragraph 5 “Warranty,” subsection “d,” shall be deleted in its entirety.

9. Page 3 of Seller’s Terms and Conditions, paragraph 7 “Indemnity,” shall be deleted in its entirety.

10. Page 3 of Seller’s Terms and Conditions, paragraph 8 “Default, Termination,” shall be deleted in its entirety, and replaced herewith:

“In the event that a party materially breached this Agreement and does not cure within thirty (30) days of notice of such material breach from the other party, or such longer time as reasonably necessary to cure such breach, the non-breaching party may terminate this Agreement.”

11. Page 3 onto page 4 of Seller’s Terms and Conditions, paragraph 9 “Termination for Convenience,” shall be deleted in its entirety, and replaced herewith:

“Purchaser may terminate this Agreement for convenience upon notifying Seller at least thirty (30) days prior to the “termination date” set forth in the notice and paying Seller for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit in an amount determined by Seller within forty-five (45) days of termination date.”

12. Page 4 of Seller’s Terms and Conditions, paragraph 11 “Choice of Law, Choice of Venue,” shall be deleted in its entirety, and replaced herewith:

“This Agreement contains important matters affecting legal rights and is accepted and entered into in Florida and any questions 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.”

13. Page 4 of Seller’s Terms and Conditions, paragraph 13 “Limitation of Liability/No Liquidated Damages, Third Party Beneficiaries, or Backcharges,” shall be deleted in its entirety, and replaced herewith:

“Notwithstanding anything in this Agreement to the contrary, (i) except as set forth in Section 7, under no circumstances shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, under, relating to, or arising out of this Agreement, including, without limitation the forgoing, for any losses relating to plant shutdowns, non-operation or increased expense of operation, service interruptions, or cost of purchased or

replacement power; and (ii) the maximum aggregate liability of Seller under, relating to, or arising out of this Agreement, shall be the amount paid by Purchaser to Seller under this Agreement for the Products. This is an aggregate cap, not a per claim cap. The Parties agree that there are no liquidated damages associated with this Agreement, nor are there any third-party beneficiaries to this Agreement. In addition, under no circumstances shall Seller be responsible and liable for any work, repairs, replacements or changes to the Products, or any backcharges, unless Seller agrees in writing to be responsible and liable on each such occasion.”

14. Page 4 onto page 5 of Seller’s Terms and Conditions, paragraph 14 “Miscellaneous,” shall be deleted in its entirety, and replaced herewith:

“The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture or partnership between the Parties to impose any partnership liability upon any Party. This Agreement may be signed in counterpart, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the Parties beyond any termination of this Agreement. Each Party shall have the right to use any agents, contractors, subcontractors, or other non-employees (individually and collectively, “Contractors/Agents” of such Party) to perform any of its obligations or to act on behalf of the Party. All actions of a Party’s Contractor/Agents in connection with this Agreement are attributable to that Party for all purposes under this Agreement. The rights and remedies of the Purchaser in connection with the Products provided by the Seller and limited to the rights and remedies expressly stated in this Agreement. Any failure by the Seller to enforce Purchaser’s strict performance of any provision of this Agreement will not constitute a waiver of Seller’s right to subsequently enforce such provision of this or any other provision of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable under applicable law, then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties’ intentions expressed herein. Seller shall retain sole ownership of its intellectual property used or produced in connection with this Agreement, and Purchaser shall not gain any rights in such intellectual property under this Agreement or otherwise arising out of this Agreement.”

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

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

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

Standard Insurance Requirements			
	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 Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	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, Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☒	Unless otherwise required by law, City Manager waives Insurance.		

16. Examination of Records

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

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

17. 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 119.0701, 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of the Agreement, 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 Agreement, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT 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.

18. Non-discrimination. During the performance of this Agreement, 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.

19. 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.

20. 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.

21. 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.

22. 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: Steve Parnell, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5592
Contractor:	Hydro-Dyne Engineering, Inc. Attention: Randall Dow 4750 118 th Avenue North Clearwater, Florida 33762 (813) 818-0777 – Telephone

Copy To: Hydro-Dyne Engineering, Inc.
Attention: Jay R. Conroy, President
4750 118th Avenue North
Clearwater, Florida 33762
(813) 818-0777 – Telephone

Any notice or other communication given under the Agreement 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.

23. Integration. This Addendum No. 1 shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto. In the event of a conflict the following Order of Precedence shall control: 1) City of Port Orange Addendum No. 1; 2) Owner's Specs; 3) Seller's Terms and Conditions; 4) Seller's SOW; 5) Section – Great White Center Flow Screen and Whitetip Shark Washing Computer, and 6) incorporated documents not previously named in this Order of Precedence (which may include Exhibits and applicable Addendum).

24. Agreement 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 Agreement shall be formed between Contractor and the City until the City signs this Agreement.

25. 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 page intentionally left blank]

Witnesses:

HYDRO-DYNE ENGINEERING, INC.

Printed Name: _____

By: _____

Jay R. Conroy, President

If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, then please provide written authorization for that individual to enter into Agreements on behalf of said entity.

Printed Name: _____

Date: _____

At this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

Attest:

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

Date: _____



Tel: 813-818-0777 Fax: 813-818-0770

Represented Locally By:

TSC-Jacobs

Attn: Joe Sacco

Number: (904) 524-9576

May 15th, 2024

Ref: Port Orange, FL

Hydro-Dyne Engineering Scope of Work 4361-6

Hydro-Dyne Engineering is pleased to offer this Scope of Work for the equipment detailed below in accordance to the specification(s) and addendum(s) stated above, and the attached Hydro-Dyne Engineering Terms and Conditions. Where clarifications to the specifications are necessary, they will be listed below.

Hydro-Dyne Specification Section	Description	Quantity
2.2	Center Flow Screen	2 EA
2.3	Washing Compactor with Enhanced Washing and Dewatering	2 EA
2.4	Spare Parts	1 LOT
2.5	Accessories	1 LOT
2.6	Electrical Controls and Ancillary Components	1 LOT
	TOTAL PRICE:	\$895,000
	ADDER – 5 year Service Agreement (Includes 1 T / 1 D annually)	\$15,500

FREIGHT

~~F.O.B shipment point with freight costs included.--~~

NOT INCLUDED

This scope of work is limited to the specification section(s) and addendum(s) referenced above. Any other documents are not included. Concrete work, installation, plumbing, wiring connections, valves, strainers, level sensor mounts, liquidated damages, engineering certifications or seals, seismic/wind calculations and related PE stamps, ~~and anything else not specifically detailed as included by the manufacturer in the specification above will be construed as NOT INCLUDED, whether or not inclusion is specifically acknowledged.--~~

~~This scope of work does not include supply of any type of bond unless specifically itemized in the table above.--~~

VALIDITY

Price quoted is firm provided:

- ~~1. Written acceptance is received at the factory within thirty (30) calendar days of the date of this offering.--~~
2. Purchaser agrees to accept shipment 28 to 36 weeks from date of receipt of approved drawings and authorization to proceed with manufacture. Purchaser is allowed not more than 45 calendar days for review and return of submittals for approval.
3. Shipments delayed by the purchaser or his agents will be escalated at a rate of 1-1/2% per calendar month, compounded, of the value of the unshipped portion.

TAXES

Applicable sales or use taxes, fees, permits, and licenses are not included.

COMMISSIONING SERVICE & CUSTOMER TRAINING

- This service will not exceed two (2) trips and four (4) eight-hour working days.
- Each additional trip will be figured at \$2,000 and each additional day onsite will be figured at \$1,200. It is agreed and understood that all necessary utilities such as water, electric, air, etc. be connected and functional prior to the arrival of our servicemen.
- A complete job of checking, adjusting, etc. of the equipment and installation cannot be accomplished unless the plant is ready to operate at the time this service is to be performed.
- Our servicemen are non-union technicians and any extra cost for other assisting personnel as required by local union regulations is not included in this proposal.
- Advance notification of at least fifteen (15) working days prior to the date start-up service is required.

WARRANTY

The equipment and all appurtenances including, but not limited to: frame, supports, covers, and mechanisms manufactured by Hydro-Dyne Engineering are warranted for a period of 12 months against defects in materials and workmanship, starting upon beneficial use or 90 days after delivery, whichever occurs first. The Warranty covers repair or replacement of the defective components but does not include labor to remove and install equipment or parts, or shipping and freight charges to and from the purchaser's job site. The Warranty shall also not apply to any parts, equipment, accessories or components that were either manufactured or were designed by any person or entity other than Hydro-Dyne Engineering itself. Hydro-Dyne will provide any pass-through warranty that is permitted to pass-through to Purchaser in connection with the portions of the Products that are not Warranted Parts.

STANDARD PAYMENT TERMS AS QUOTED

25% upon receipt of approved shop drawings due before release for manufacture

25% upon completion for testing due before shipment

45% due 30 calendar days upon delivery

5% due upon completion of startup and approval of O&M manuals NOT to exceed 60 calendar days from date of delivery.

For additional information, please contact our local representative listed above or me personally.

Sincerely,

Scott Griffith

Regional Sales Manager

Hydro-Dyne Engineering, Inc.

Hydro-Dyne Engineering Inc. Terms & Conditions

1. ENTIRE AGREEMENT. This Agreement constitutes the complete agreement and understanding between Hydro-Dyne Engineering Inc. ("Seller") and the purchase order issuer ("Purchaser") with respect to the subject matter hereof and supersedes all prior solicitations, agreements, understandings and representations between the parties. This Agreement consists of these Terms and Conditions, Seller's Scope of Work (the "SOW"), and Owner's specifications (the "Owner Specs"). The SOW references the Owner Specs and provides clarifications and modifications to the Owner Specifications. ~~If there is any conflict between the Owner Specifications and the SOW, the SOW shall control.~~ Prior dealings, usage of the trade, and course of performance shall not be used to determine the meaning of this Agreement. ~~Any terms and conditions included in Purchaser's acceptance/purchase order that are in addition to or different from this Agreement shall have no force and effect and shall not be deemed to be part of this Agreement, except that the purchase price for the "Products" (as defined below) set forth in Purchaser's acceptance/purchase order shall be deemed to be part of this Agreement unless Seller objects to the purchase price (and if Seller objects, a revised purchase price for the Products-- shall be mutually agreed between the parties and then listed in a revised acceptance/purchase order-- from Purchaser).~~ Any agreement between the final equipment owner ("Owner") and Purchaser (the "Prime Contract") shall not be deemed to be part of this Agreement, Seller is not a party to the Prime Contract, and Seller is not required to comply with the Prime Contract.

2. DELIVERY. The SOW sets forth the delivery point(s) and delivery terms for delivery of the products expressly set forth in the SOW to be delivered to Purchaser under this Agreement (the "Products"). ~~Seller shall not be liable to Purchaser or in breach of this Agreement if delivery does not occur by the dates set forth in the SOW as such dates are estimated delivery dates.~~ If any delivery is or may be delayed by reason of Force Majeure (as defined in Section 10), Seller may at its option tender delivery to Purchaser at any point of manufacture and such shall constitute delivery for all purposes under this Agreement. If Purchaser fails to accept delivery when made by Seller, Purchaser shall promptly reimburse Seller for all costs associated with such failure, including costs of storage of the Products, regardless of whether some or all of the storage occurs at Seller's facilities, and the storage location(s) shall be deemed to be the delivery point(s). If shipment is postponed at the request of Purchaser, as a result of delay in receipt of shipping instructions, or due to any other cause or reason other than the negligence or willful misconduct of Seller, payment of the purchase price for the Products by Purchaser shall be due on notice from Seller that the Products are ready for shipment, and the delivery point will then be the current location of the Products. Handling, moving, storage, insurance and other charges thereafter incurred by Seller with respect to the Products shall be for the account of Purchaser. Risk of loss shall pass to Purchaser at the delivery point.

3. TITLE. Seller shall retain all right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to Seller. Without limiting the foregoing, until Purchaser pays Seller the full purchase price for the Products, Purchaser grants to Seller a purchase money security interest in the Products. Purchaser authorizes Seller to file, with or without Purchaser's signature, and Purchaser will cooperate fully with Seller regarding, any documents needed to perfect a security interest with the appropriate jurisdiction(s). The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass Seller's interests until said drafts, notes and/or trade acceptances are paid in full.

4. PAYMENTS. The payment terms for the Products are set forth in the SOW, the purchase price for the Products shall be set forth in the manner described in Section 1 above, and other amounts owed for or relating to the Products (e.g., Taxes/Surcharges, as defined below) are set forth in these Terms and Conditions. Seller may at its option ship the Products in stages and if it does so Purchaser shall pay

Seller on a pro rata basis, as shipped, for the amounts then owed. If Purchaser fails to make a payment under or relating to this Agreement by the due date, interest at a rate of the lesser of the maximum rate allowed by law, and one and one half percent (1.5%) per month, calculated daily, shall apply from the due date of payment. Purchaser shall promptly pay Seller's attorneys' fees and all other expenses of Seller incurred in seeking to collect past-due amounts owed under or relating to this Agreement. The purchase price does not include any federal, state, local, or provincial sales, use, value-added, excises, or other taxes or any surcharges, or import fees or duties (collectively, "Taxes/Surcharges"). Seller shall list Taxes/Surcharges separately on each invoice, and Purchaser is responsible for paying all Taxes/Surcharges to Seller. Purchaser shall pay to Seller any amounts owed under this Agreement when due and Purchaser shall not be entitled to setoff or apply against any money due or claimed to be due from Seller to Purchaser on account of any other agreement, transaction or claim unless Seller agrees in writing to be responsible and liable on each such occasion.

5. WARRANTY.

a. Solely for the benefit of Purchaser, Seller warrants that the portion of the Products that are both designed and manufactured by Seller (the "Warranted Parts") shall be free from defects in material and workmanship for the "Warranty Period", which (a) shall begin on the "Warranty Period Commencement Date". The Warranty Period Commencement Date shall be the earlier of (1) ninety (90) days from the date of delivery of the Warranted Parts, and (2) the date the Products are beneficially occupied by the Seller. The Warranty Period Length shall be documented by the SOW. Notwithstanding the foregoing, if the Warranted Parts are delivered in stages, then the Warranty Period described above shall apply on a per stage basis.

b. If any of the Warranted Parts fail to comply with the Warranty during the Warranty Period, Purchaser notifies Seller of such failure during the Warranty Period (and no later than five (5) days after Purchaser discovers the non-compliance), Purchaser is at the applicable time in full compliance with this Agreement, and none of the exclusions set forth in Section 5(c) apply, Seller shall repair or replace, at its option, free of charge to Purchaser (other than that of labor to remove and install equipment or parts, shipping and freight charges), at Seller's location or other location that Seller designates, any Warranted Part, or the relevant portion thereof, that examination by Seller establishes has failed under normal use and service operation (according to the guidelines of the applicable Operation and Maintenance Manual) by Purchaser within the Warranty Period; provided, that if it would be impracticable for the Warranted Part or relevant portion thereof to be returned to Seller as determined by Seller, Seller will visit Purchaser's job site to inspect the Warranted Part; however, if it is determined by Seller after inspection that Seller is not responsible under the Warranty, Purchaser shall pay seller published travel and other costs of Seller with respect to the site visit detailed in the SOW. Warranted Parts repaired or replaced under the terms of this warranty remain warranted under the original warranty period only. Proof of maintenance logs as dictated in the applicable Operation and Maintenance Manual will be required by the seller from the owner.

c. In addition to any other limitation or disclaimer with respect to the Warranty, the Warranty shall not apply if any defect in material or workmanship in the Warranted Part is caused in whole or in part by any acts or omissions of Purchaser or any other person or entity other than Seller (e.g. negligence acts, willful misconduct, or alterations to the Warranted Parts, by any person or entity other than Seller, failure to operate or maintain equipment under normal operating conditions in accordance with applicable Operation and Maintenance Manual(s), compromising equipment protection via controls changes), or any event (e.g., an accident during transit) or condition (e.g. decomposition of Warranted Parts by chemical action, erosion or corrosion or wear to Warranted Parts or due to conditions of temperature, moisture and dirt), beyond the reasonable control of Seller, including any Force Majeure event. The Warranty shall also not apply to any Products that are not Warranted Parts (e.g., parts, equipment, accessories or components that were either manufactured or were designed by any person

or entity other than Seller itself), but if there is any pass-through warranty that Seller is permitted to pass-through to Purchaser in connection with the portions of the Products that are not Warranted Parts, Seller shall do so.

~~d. THE PARTIES AGREE THAT OTHER THAN THE WARRANTY SET FORTH IN SECTION 5(a) WITH RESPECT TO THE WARRANTED PARTS ONLY, ALL OTHER WARRANTIES (WITH RESPECT TO THE PRODUCTS OR OTHERWISE RELATING TO THIS AGREEMENT), EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED BY SELLER TO THE FULLEST EXTENT PERMISSIBLE BY LAW.~~

6. DRAWINGS AND TECHNICAL DOCUMENTATION. The seller requires approval of the Drawings before Seller begins manufacturing the Products, shipment may be delayed if the Drawings are not returned to Seller within forty-five (45) days of receipt by Purchaser of the Drawings for approval. Seller will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for Seller's equipment (in English language). Seller will supply a maximum of three (3) complete sets of drawings and operating instructions. Additional sets will be paid for by Purchaser. Electronic files, if requested from Seller, will be provided in *pdf, jpg or tif* format only.

~~7. INDEMNITY. Purchaser shall defend, hold harmless, and indemnify Seller and its affiliates, and each of their employees, officers, directors, representatives, contractors and agents (individually and collectively, "Indemnitees"), against all damages, costs, liability, losses, and expenses, including reasonable attorneys' fees, incurred by any Indemnitees in connection with any claim, action, demand, suit, or proceeding (individually and collectively "Claims"), arising out of, or relating to, the negligent acts or omissions of Purchaser, willful misconduct of Purchaser, or any breach of this Agreement or violation of law by Purchaser.~~

8. DEFAULT, TERMINATION. In the event that a party materially breaches this Agreement and does not cure within thirty (30) days of notice of such material breach from the other party, or such longer time as reasonably necessary to cure such breach, the non-breaching party may terminate this Agreement. ~~Notwithstanding the foregoing, Seller shall also have the right to terminate this Agreement if Purchaser fails to pay any amount owed within ten (10) days after the due date for such payment. If Purchaser becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. Seller at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the Purchaser; and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to Seller for the Products and to receive from the Purchaser the deficiency between such net proceeds of sale and such balance. Purchaser hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of Seller.~~

9. TERMINATION FOR CONVENIENCE. Purchaser may terminate this Agreement for convenience upon notifying Seller at least thirty (30) days prior to the "termination date" set forth in the notice and paying Seller for all costs and expenses (including overhead) incurred by it in

performing its work and closing out the same plus a reasonable profit thereon in an amount determined by Seller. ~~Purchaser shall pay all such costs and expenses and the reasonable profit to Seller within ten (10) days of the termination of the Agreement.~~

10. FORCE MAJEURE. If Seller is unable, wholly or in material part, by any reason of Force Majeure to carry out any of its obligations hereunder, then on Seller's notice to Purchaser within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, pandemics, lightning, fire, flood, washout, storm, communication lines failure, delays of the Purchaser or any third party, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos and any other causes that are not reasonably within the control of the Seller. Notwithstanding anything in this Agreement to the contrary, if the delay is the result of Purchaser's action or inaction, then in addition to an adjustment in time, Purchaser shall promptly reimburse Seller for Seller's costs incurred to maintain its schedule or to seek to limit any slippage from the schedule as much as reasonably practicable under the circumstances.

11. CHOICE OF LAW, CHOICE OF VENUE. ~~This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Pinellas County or Clearwater, FL. The parties irrevocably waive the right to request trial by jury.~~

12. ASSIGNMENT. Purchaser shall not assign or transfer this Agreement without the prior written consent of the Seller. Any attempt to make such an assignment or transfer shall be null and void. Seller shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to Purchaser.

13. LIMITATION OF LIABILITY/NO LIQUIDATED DAMAGES, THIRD PARTY BENEFICIARIES, OR BACKCHARGES. Notwithstanding anything in this Agreement to the contrary, (i) except as set forth in Sections 7 and 9, under no circumstances shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, under, relating to, or arising out of this Agreement, including, without limiting the foregoing, for any losses relating to plant shutdowns, non-operation or increased expense of operation, service interruptions, or cost of purchased or replacement power; and (ii) the maximum aggregate liability of Seller under, relating to, or arising out of this Agreement, shall be the amount paid by Purchaser to Seller under this Agreement for the Products. This is an aggregate cap, not a per claim cap. ~~This Section 15 shall apply to any and all claims, regardless of whether such claims are in contract, tort, strict liability or otherwise.~~ The parties agree that there are no liquidated damages associated with this Agreement nor are there any third-party beneficiaries to this Agreement. In addition, under no circumstances shall Seller be responsible and liable for any work, repairs, replacements or changes to the Products, or any backcharges, unless Seller agrees in writing to be responsible and liable on each such occasion.

14. MISCELLANEOUS. The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. ~~A signature delivered by pdf format or facsimile will be considered an original.~~ The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the

Parties beyond any termination of this Agreement. Each Party shall have the right to use any agents, contractors, subcontractors, or other non-employees (individually and collectively, "Contractors/Agents" of such Party) to perform any of its obligations or to act on behalf of the Party. All actions of a Party's Contractors/Agents in connection with this Agreement are attributable to that Party for all purposes under this Agreement. The rights and remedies of the Purchaser in connection with the Products provided by Seller and limited to the rights and remedies expressly stated in this Agreement. Any failure by Seller to enforce Purchaser's strict performance of any provision of this Agreement will not constitute a waiver of Seller's right to subsequently enforce such provision or any other provision of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable under applicable law, then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein. Seller shall retain sole ownership of its intellectual property used or produced in connection with this Agreement, and Purchaser shall not gain any rights in such intellectual property under this Agreement or otherwise arising out of this Agreement. ~~Each party has had an opportunity to independently review this Agreement, and the language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. Each party has been given the opportunity to independently review this Agreement with legal counsel, and each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, it is the parties' intent that in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.~~

GREAT WHITE CENTER FLOW SCREEN & WHITETIP SHARK WASHING COMPACTOR TECHNICAL SPECIFICATIONS

Part 1 GENERAL

1.1 SCOPE – Supply all labor, materials, equipment and incidentals required to install and place into operation the fine screening system as shown on the Drawings and as specified herein.

1.2 REFERENCE STANDARDS – The properties of all materials, design, fabrication and performance of the equipment to be furnished under this section shall be in accordance with the latest issue of applicable standard specifications. The governing authorities of these standards are listed below.

- A. AICS, American Institute of Steel Construction
- B. AISI American Iron and Steel Institute
- C. ANSI, American National Standards Institute
- D. ASCE, American Society of Civil Engineers
- E. ASME, American Society of Mechanical Engineers
- F. ASTM, American Society of Testing and Materials
- G. AWS, American Welding Society
- H. IBC, International Building Code
- I. IEC, International Electric Code
- J. IEEE, Institute of Electrical and Electronics Engineers
- K. NEC, National Electrical Code
- L. NEMA, National Electrical Manufacturers Association
- M. Underwriters Laboratory (UL and cUL)

1.3 SUBMITTALS - Submittals shall be provided to the engineer that includes all the following information:

- A. Certified shop drawings showing all important details of construction, dimensions and anchor bolt locations.
- B. Descriptive product literature.
- C. Schematic electrical wiring diagram and electrical controls information.
- D. Complete motor and drive data.
- E. The total weight of the equipment.
- F. A complete bill of materials of all equipment.
- G. A valid certificate of registration naming manufacturer, and supplier if equipment is relabeled, as ISO 9001:2015 certified.
- H. A certificate from an industry recognized, independent testing facility verifying compliance with Screening Capture Ratio requirement.

1.4 QUALIFICATIONS

- A. All the equipment specified under this Section shall be supplied by a single manufacturer whose Quality Management System is ISO 9001:2015 certified and applicable to the manufacture of water and wastewater treatment equipment.

- B. If equipment is not manufactured by supplier, including welding and machining, the name and contact information of manufacturing facility must be supplied. If more than one manufacturer is used all companies and facilities must be provided.
- C. If patents protecting equipment are not owned by supplier, then an affidavit must be supplied stating owner of design and expiration of licensing agreement.

1.5 DESIGN REQUIREMENTS

A. System Description

1. The fine screen will have a continuous stainless steel belt that automatically rotates within the internal guide system of the static frame.
2. The fine screen herein specified will be of the center flow type. The flow enters the inside of the continuous belt and exits through both sides and the bottom of the belt.
3. The screen shall have undergone performance testing by an industry recognized, independent testing facility. The results of this testing shall verify a Screening Capture Ratio of at least 84% for solids equal to or larger than the screen grid opening listed in System Performance below.
4. The screen will be installed into the channel as shown on the contract drawings to accommodate the flow pattern through the screen belt.
5. The solids will collect as a mat on the inside of the continuous belt. The belt will intermittently rotate and elevate the solids to the discharge point. Larger objects will be picked up by a series of hooks and/or trays placed at regular intervals.
6. The solids will be removed at the top of the screen by two spray bar headers positioned on the outside of the belt. The screenings will drop into an internal hopper and be fed to the screening handling system.
7. The continuous belt will be directly driven by drive sprockets that shall support and rotate the grid assembly.
8. The screen will be totally enclosed and have access covers that will be lightweight and easily removable for maintenance.
9. The Washing Compactor will be integral to the head space of the screen. Washing compactors that are not mounted inside of the screen shall not be allowed.
10. The Washing Compactor will be adequately sized to handle all the screenings and wash water that will be generated by the screen at peak flow. The system will be required to wash the screenings to reduce the organic content and compact the remaining solids into a dry plug.

11. The Washing Compactor will generally comprise of a screw auger rotating within the washing and drainage trough, a wash water system, a compaction zone and an outlet chute arrangement.
 12. All stainless steel (including frame, grid and drive components) mentioned below as stainless steel shall be T316 stainless steel. All hardware shall be T316 stainless steel.
- B. System Performance – The fine screening system will be designed to meet the following design parameters:
- | | |
|---|--|
| 1. Number of screens | 2 |
| 2. Peak flow per screen | 12.0 MGD |
| 3. Velocity through the grid | 2.8 ft/s |
| 4. Screen grid opening | 3 mm |
| 5. Head loss at peak flow | 7.3 inches @ 65% blinding and 54 inches upstream water level |
| 6. Structural design differential of frame/grid | 48 inches minimum @ 100% blinding |
| 7. Drive design differential (operating) | 48 inches minimum |
| 8. Screen grid supporting drive sprockets | 3 minimum – all stainless steel |
| 9. Channel width | 48 inches |
| 10. Channel height | 72 inches |
| 11. Number of Washing Compactors | 2 |
| 12. Diameter of screw | 8 inches |
| 13. Minimum diameter of shaft | 2.75 inches |
| 14. System wash water requirements | 92GPM @ 60 PSI (Per Screen/Compactor) |

Part 2 PRODUCTS

2.1 MANUFACTURER

- A. The equipment shall be the Center Flow Screen and Washing Compactor as provided by Hydro-Dyne Engineering, Inc., Clearwater, FL. Other than the named supplier, all manufacturers proposing equipment described herein, will provide a detailed submittal package, which will consist, at a minimum, of all information and details prescribed in section 1.3, 1.4, and Part 2 of this specification. All pre-qualification submittals will be submitted to the Engineer at least 15 days prior to the bid date.
- B. If submitted equipment requires arrangement differing from that specified, prepare and submit for review complete structural, mechanical, and electrical drawings and equipment lists showing all necessary changes and embodying all special features of equipment proposed. Any changes are at no additional compensation and the Manufacturer will be responsible for all engineering costs of redesign by the Engineer, if necessary.

2.2 THE CENTER FLOW SCREEN

- A. Perforated Plate - The Continuous Screening Belt
 1. The screenings belt will consist of panels manufactured from 3/8" thick UHMWPE with perforations of the specified opening.

2. The perforated panels will be supported by 12 gauge stainless steel vertical mounted lifting hooks horizontally spaced a maximum of 3 inches apart preventing deflection. The lifting hooks shall support the screening grid and bear tension loads across the entire length and width of the screen belt. Grids that do not have stainless steel vertical mounted lifting hooks horizontally spaced a maximum of 3 inches apart across the grid will not be acceptable.
3. The hooks on elements shall form horizontal lifting trays or shelves for removing large solids and rags every 8 inches around the entire screen grid.
4. The perforated panels will be connected by heavy duty stainless steel axles every 8 inches to form a continuous belt that will rotate within the frame's guide system. The axle design will allow the plates to pivot and create a seal between the perforated panels to prevent the passage of solids.
5. The axles will include Delrin spacers that will maintain the 3 inch space between the vertical support elements. Delrin spacers will also form a seal between each perforated panel with clearance not to exceed 0.5mm.
6. The axles will be extended to fix a UHMWPE guide link to the side of each perforated plate. These guides will interlock to create a continuous guide link system that will slide within the frame.
7. Guide links shall be precision machined from solid virgin UHMWPE. Injection molded links are not acceptable.
8. The heavy duty guide links will be minimum 2 inches thick to protect against undue wear from grit and will be specially machined to form a closure seal between the rotating belt and the static frame.
9. The seal shall be continuous from grade level through the water flow forming an uninterrupted closure between the traveling screen grid and the stationary frame. The seal shall be heavy gauge stainless steel, fixed to the screen frame and be adjustable so it will remain in contact with the rotating screen belt at all times.
10. Screen designs that have gaps and/ or tolerances greater than 0.5mm between the screens grid plates and between the sides of the grid and screen frame, including the chain, are not acceptable.
11. Screen's sealing materials are to consist of solid, non-flexible materials that will maintain the 0.5mm tolerance for the lifecycle of the screen.
12. Screen designs whose sealing materials will not last the lifecycle of the screen and require replacement by the owner/ operators, are not acceptable.
13. Guide systems that use rollers, stainless or hardened steel chains will not be acceptable.

14. Grid panel sealing systems that require the use of replaceable neoprene seals or stainless steel hinges will not be acceptable.
15. Grid to frame sealing systems that require the use of replaceable adjustable UHMWPE strips attached to the frame will not be acceptable.

B. The Frame

1. The continuous belt will rotate within a heavy duty stainless steel static support frame that shall be a rectangular box construction.
2. The guide link system will travel around a stainless steel guide wear track that is integral to the support frame. Top and bottom wear tracks shall be bolt in and field replaceable.
3. There shall be a removable inspection panel located directly beneath the drive allowing easy access to the grid drive sprockets, drive shaft and screenings collection hopper.
4. The design will ensure that the support frame meshes with the closure seal on each guide link to prevent passage of screening material and grit particles.
5. All components of the lower wear tracks shall be bolt in, field replaceable and manufactured from stainless steel.
6. The frame shall accommodate stainless steel protective covers designed to prevent leakage and contain spray wash. All access covers for maintenance will be lightweight and easily removable. Screens with covers requiring neoprene, rubber or plastic seals are not acceptable.
7. The screen manufacturer will supply the stainless steel angled filler plates to connect from the upstream corners of the support frame to the channel walls.
8. The back-plate of the screen shall be furnished with a bypass gate that will allow manual removal for complete flow bypass.

C. The Offloading of Screenings

1. Two stainless steel spray wash headers will be located in the head space of the screen to offload the screenings from the continuous belt.
2. The spray bar will incorporate stainless steel nozzles at 2 inch spaces that can easily be replaced or removed for cleaning.
3. The spray bars will be positioned behind the rotating belt and will backwash the solids into an internal hopper manufactured from stainless steel. The wash water will be used to continuously flush the screenings from the internal hopper directly into the Washing Compactor.
4. The addition of a rotating or static brush system to aid offloading will not be acceptable.

D. Screen Drive Mechanism

1. Each screen will have a maximum 1 hp, inverter duty electric motor suitable for a 460/3/60 supply and rated for a Class 1 Div. 2 environment. As a minimum, the motor will be TEFC with an IP55 enclosure rating and will conform to NEMA MG-1 requirements. The motor will be located outside of the screen covers and above the top of the channel.
2. The gear reducer shall be directly coupled to a heavy duty shaft machined from solid stainless steel round bar.
3. The drive shaft shall be supported on both ends by grease filled roller bearings. Separate grease-filled self-contained cartridge seals shall be mounted on drive shaft between bearings and frame to eliminate spray wash from entering bearings or gear reducer.
4. The continuous belt will be supported and rotated around heavy duty stainless steel sprockets located on the drive shaft in the head space of the screen.
5. These sprockets will have removable bolted-on lugs that transmit torque directly from the gear reducer to notches on the underside of the UHMWPE guide links. The drive shall be sized so that a minimum of four lugs are engaging guidelinks at all times. Driving forces shall be transmitted to areas located behind the screen's grid to prevent solids from contacting drive surfaces.
6. Chain driven systems or screens with wheels submerged in the wastewater are not acceptable.
7. Drive systems that use an external track and pinion to drive or push the band against grid weight supporting wear tracks will not be acceptable. Drive shall lift, and be capable of bearing, the full weight of the grid.

2.3 THE WASHING COMPACTOR WITH ENHANCED WASHING AND DEWATERING

- A. The main body will be the washing trough that will receive screenings and wash water directly from the discharge point of the screen.
- B. The washing trough will house the screw auger and provide a dedicated section to reduce organic content.
- C. The stainless steel drainage section will be slots with 3mm openings and be adjustable to maintain auger alignment. This drainage section shall be removable and easily replaceable in the field with no special tools. The flights of the screw may be fitted with a stiff nylon brush that will maintain contact with the drainage section, preventing blockages. The replaceable brushes will be supplied in pre-coiled lengths with stainless steel removable clamps.

- D. The AR400 hardened steel screw auger will sit in the washing trough. Washing compactors with shaftless screws are not acceptable as a shaft is required to support the flight and provide necessary torque and compaction. Screw auger will be primer coated to inhibit corrosion. Screw augers not made out of AR-400 hardened steel will not be acceptable.
- E. The auger will be a varied pitch screw aligned at the compaction end by AR400 hardened steel wear and anti-rotation bars designed to prevent the compacted screening from spinning within the compaction zone.
- F. The screw will rotate allowing wash water and free organic/fecal material finer than trough openings to escape and return to the plant flow. The wash water will flush the separated organic material through the drainage section in solution or as small particles.
- G. Washing of screenings shall be achieved through an enhanced washing module consisting of the following minimum requirements manufactured out of stainless steel:
 - 1. Variable pitch flight for separate screening transport through the wash, dewatering and compaction zones.
 - 2. Washing Module Zone
 - a. Flanged connections and a stainless steel orifice plate or nozzle
 - b. Hardened steel wear and anti-rotation bars
 - c. Separately controlled high pressure washing to sheer and break-up organic and fecal material for return to the channel.
 - d. Cleansing cycles moving the auger in forward and reverse direction are controlled through the main control panel and operator adjustable up to 9 cycles
 - 3. Dewatering and Compaction Zone
 - a. Stainless steel header feeding an external rinse shower
 - b. Hardened steel wear and anti-rotation bars
 - c. Full circumference perforations for dewatering and extrusion of organics and fecal material.
 - d. Attached drainage catch pan with a separate wash water supply to purge the area of accumulated solids
 - e. Removable covers for inspection access
- H. Washing compactors that do not have a separate washing and rinse/dewatering zones will not be accepted.
- I. The compacted screenings will be pushed through the compaction zone and pass through an elbow into an outlet chute. The outlet chute will provide for screening expansion and will elevate the dewatered screenings to discharge by gravity into a waste receptacle (by others).
- J. Each Washing Compactor will have a minimum 3 hp, inverter duty electric motor suitable for a 460/3/60 supply and rated for a Class 1 Div. 2 environment. As a minimum, the motor will be TEFC with an IP55 enclosure rating and will conform to NEMA MG-1 requirements.

2.4 SPARE PARTS - The manufacturer will supply the following spare parts, per screen supplied, with the equipment:

- A. Ten (10) hook links and elements spacers
- B. Two (2) grid axles
- C. Two (2) guide links
- D. Two (2) screen panels
- E. One (1) center support link
- F. One (1) brush for the screw
- G. One (1) set stainless steel nozzles

2.5 ACCESSORIES - The manufacturer will supply the following accessories, with the equipment:

- A. Two (2) 3/4" NEMA 4X brass solenoid valves
- B. Two (2) 2.0" wash water strainer
- C. Two (2) wash water pressure gauge
- D. One (1) Duplex booster pump skid
 - a. Each pump sized for 110GPM at a 60 PSI pressure boost
 - b. No interconnecting piping, valves or ancillary components

2.6 ELECTRICAL CONTROLS AND ANCILLARY COMPONENTS

- A. General Information - The manufacturer will supply two UL listed main control panel and four local control station that shall automatically control the equipment offered in this section.
- B. The Main Control Panel – NEMA 4X stainless steel enclosure for outdoor installation – Each control panel shall consist of the following components for each screening system:
 - 1 Enclosure, wall-mount with flooring kit, 3-point latch NEMA 4X, 304SS with sunshade
 - 1 Main disconnect breaker with operating handle
 - 1 Surge suppressor, 460 VAC
 - 1 Surge suppressor, 120 VAC
 - 1 Control power transformer
 - 1 ABB, ACS580 series VFD, 1 HP, 460VAC, with fuse protection (SCREEN DRIVE)
 - 1 NEMA size 0, reversing starter, 460VAC, with circuit breaker protection (COMPACTOR)
 - 1 NEMA size 0, starter, 460VAC, with circuit breaker protection (BOOSTER PUMP)
 - 1 Smart programmable relay with I/O as required
 - 1 Unmanaged ethernet Switch
 - 3 Elapsed time meter
 - 3 Timer relay
 - 1 IS relay
 - 1 Ground bar
 - 1 Panel heater
 - 1 Cooling fan
 - 1 Fiber Patch

LOT of pilot lights as required
LOT of control relays, terminal blocks, fuse blocks, wire duct, supplementary circuit protection, UL label as required.

C. I/O to SCADA

1. Screen Running
2. Screen E-Stop
3. Screen Failure
4. Upstream water level
5. Downstream water level
6. Screen Run Command
7. Compactor Running
8. Compactor Failure
9. High Level

D. Ancillary Control Components -

1. Float switch
2. Ultrasonic differential level system consisting of the following per screen:
 - a. Two (2) VEGA NEMA 4X/7 transducers
 - b. One (1) Enclosure 4X, Fiberglass, wall mount, with viewing window
 - c. One (1) VEGA MET 141 controller with display
3. Local Control Station – NEMA 7 – Two for screen and compactor – two for booster pump skid - Each local station panel shall consist of the following components:
 - a. NEMA 7 enclosure
 - b. Hand/Off/Auto switch for each motor
 - c. Forward/Off/Reverse switch for compactor motor
 - d. Emergency stop

Part 3 SURFACE PREPARATION AND PAINTING

- A. The majority of stainless steel materials, flanges and piping shall be pickled by means of a four tank system that is in accordance with ASTMs A380. This process is for quality control, removal of heat affected discoloration, surface treatment for corrosive environments and to provide a uniform finish to the stainless steel surfaces. Stainless steel components must be fully submerged in the tanks for complete coverage. Electro-chemical wanding is acceptable on weld finishes that cannot be submerged due to size. Sandblasting, pickling pastes and abrasive cleaners will not be accepted as forms of metal finishing. The drive and grid components do not require pickling.

Tank 1 – Detergent bath for the removal of soils, greases, oils and dirt

Tank 2 – Rinsing process to remove detergent and residual soils

Tank 3 – Two part acid solution for the removal of tightly adhere oxide films

Tank 4 – Final rinse process to remove all residual acid

The four-tank pickling process must be conducted in-house at the manufacturer's own ISO 9001 certified manufacturing facility. Any screening equipment providers who are unable to perform this process in-house are not acceptable.

- B. All ferrous surfaces (except stainless steel) shall be coated with a pre-primer, primer, and an exterior top coating, or fusion bonded polyester coating suitable for humid/wet environments for superior corrosion protection.
- C. Motor(s) and gearbox(s) shall be surface prepared to withstand humid/wet environments for superior corrosion protection.

Part 4 EXECUTION

4.1 WARRANTY - The Manufacturer of the equipment supplied under this specification shall provide a warranty for a period of twelve months commencing on acceptance and/or beneficial occupancy by the Owner but no later than 90 days from the date of shipment by the Manufacturer. The Manufacturer shall guarantee that the equipment furnished is suitable for the purpose intended and free from defects in design, materials and workmanship. In the event that the equipment fails to perform as specified the Manufacturer shall, at his option, promptly repair, modify or replace the defective equipment.

4.2 FACTORY TESTING

- A. The screening system and all components shall be factory assembled and tested for a minimum of 24 hours prior to shipment. The equipment shall be shipped fully assembled and shall be capable of being set in place and field erected by the Contractor with minimal field assembly.
- B. During the factory test period the screening system shall be adjusted as required assuring proper operation on completion of the field installation. The Manufacturer shall supply a certification of the completion of the factory testing of the assembled screening system and appurtenances and shall certify as to the equipment being in satisfactory operating condition at time of shipment. The Engineer and/or Owner may, at their own option and expense, witness the factory test.

4.3 DELIVERY AND STORAGE

- A. The screening system shall be appropriately crated and delivered to protect against damage during shipment.
- B. An authorized representative of the Contractor shall inspect the screens on delivery to the jobsite and shall report any damage or missing components to the Manufacturer and the Engineer within 72 hours of receipt of the shipment.

4.4 INSTALLATION - The installation of the equipment shall be as indicated on the drawings and in strict accordance with the Manufacturer's instructions and recommendations.

4.5 FIELD TESTS, ADJUSTMENTS AND COMMISSIONING

- A. The equipment shall be shipped completely factory assembled. Contractor shall verify all access dimensions, channel dimensions, and any interior building dimensions to ensure equipment may be installed as a factory assembled units.

- B. After completion of the installation, the equipment shall be inspected and certified by an authorized representative of the Manufacturer as being in compliance with the Manufacturer's recommendations and requirements. At such time as the Manufacturer has deemed the installation to be acceptable, the Manufacturer's authorized service representative shall make any required adjustments and shall start the equipment to assure proper operation.
- C. The Manufacturer's authorized representative shall provide instruction to the plant personnel as to the operation and maintenance of the equipment including commissioning, shut down, on-line operations, lubrication and preventative maintenance.
- D. Manufacturer shall state field service rates for a Service Engineer to Owner and Contractor. In the event that the field service time required by this section should not be sufficient to properly place the equipment into operation, and the requirement for additional time is beyond the manufacturer's responsibility, additional time shall be purchased by Contractor to correct deficiencies in installation, equipment, or material without additional cost to Owner.
- E. The Contractor shall include in his bid, the cost of the above referenced authorized service representative for a minimum of two (2) trips totaling four (4) eight hour days onsite to complete the certifications and training described in this specification section.

End of Section

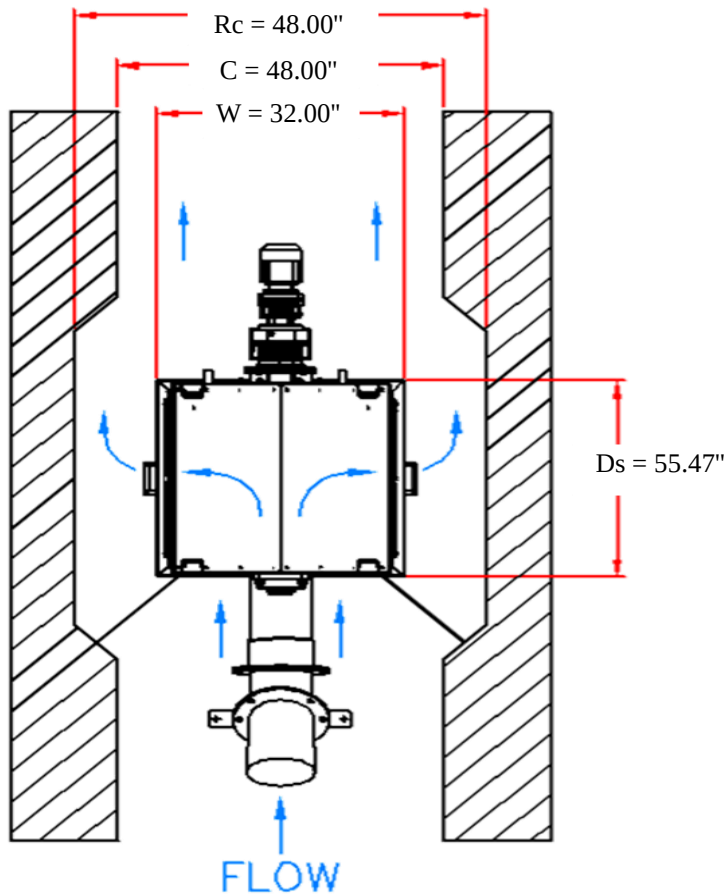
Great White Center Flow Screen Equipment Sizing



Tel: 813-818-0777 Fax: 813-818-0770

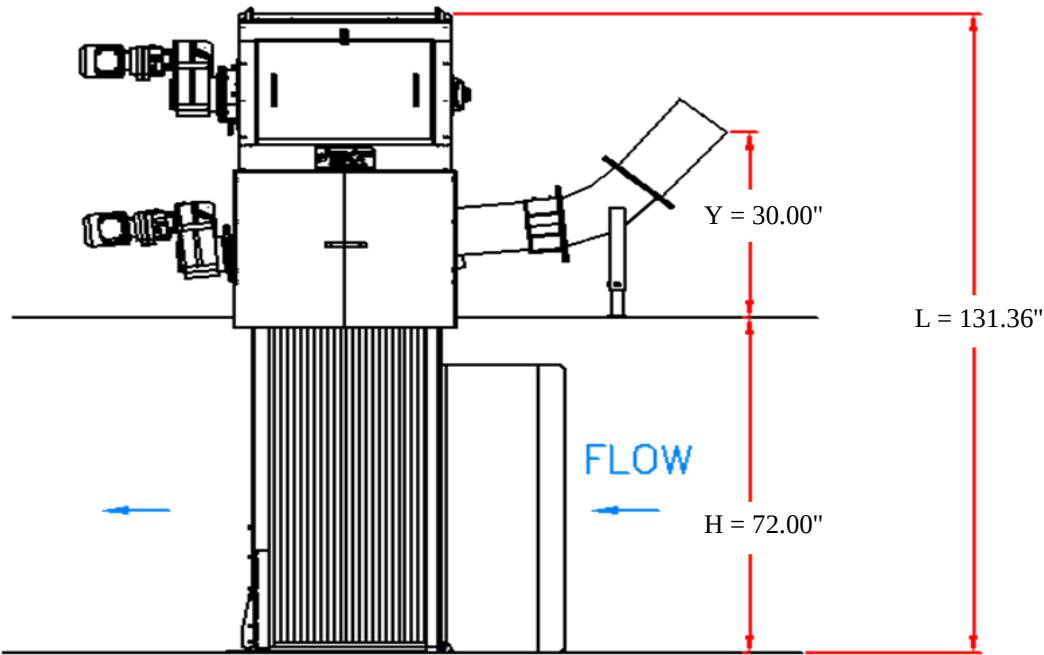
Project: Port Orange, FL
Date: 4/19/2024
Rep: TSC - Jacobs - North
By: STM Checked: JMB

Channel Dimensions:		English Units	SI Units
C	Channel Width	48.00 in	1219 mm
H	Channel Height	72.00 in	1829 mm
Rc	Recess Width,	48.00 in	1219 mm
Rd	Channel Recess Depth	0.00 in	0 mm
TC	Height from Grade to Top of Channel	0.00 in	0 mm



Model # **CF 32 – 55 – 131 – 3 – P**

Equipment Dimensions:		English Units	SI Units
L	Length of Screen	131.36 in	3337 mm
W	Width of Screen	32.00 in	813 mm
Ds	Depth of Screen	55.47 in	1409 mm
Y	Discharge Height from the Compactor	30.00 in	762 mm
Screen Grid Parameters:			
S	Grid Opening Spacing	3mm Perf UHMWPE	
Obs	Percent of Screen Obstructed	65 %	Hook Link 12 ga
OA _{eff} *	Effective Percent of Grid Opening	20.01 %	Straight Link 12 ga



NOTE: * Effective Percent of Grid Opening = Percent of Grid Opening at 3mm Opening × (1 - Proposed 65% of Screen Obstructed).

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Great White Center Flow Screen Hydraulic Performance



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Project: Port Orange, FL

Date: 4/19/2024

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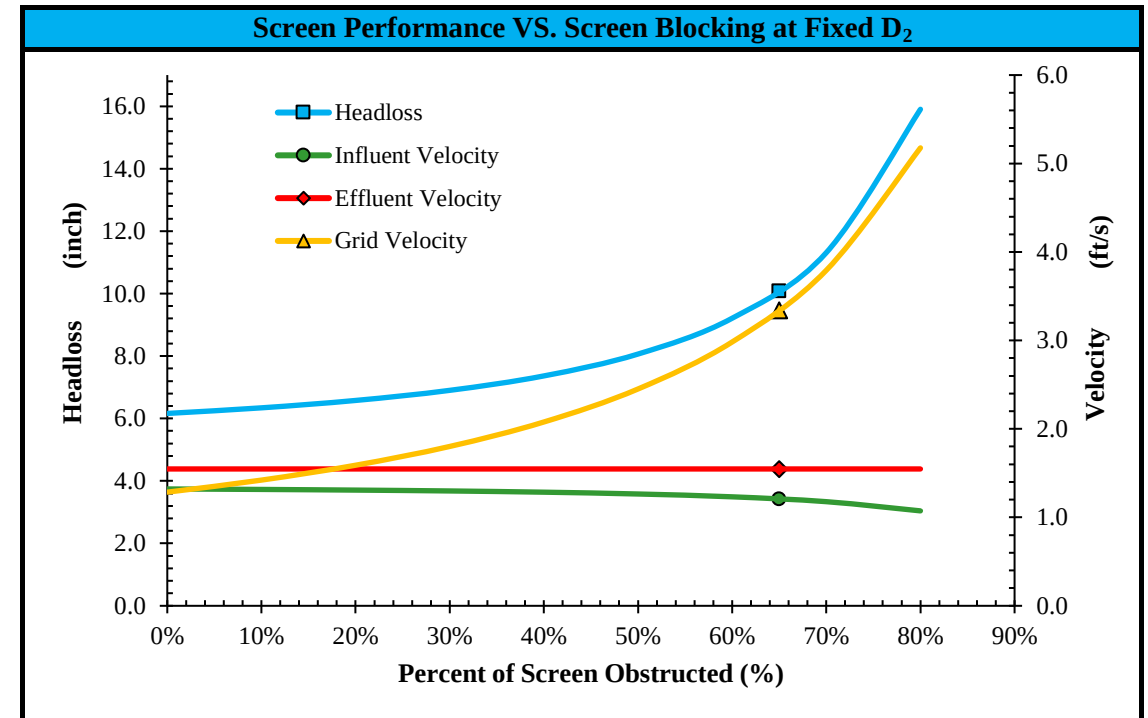
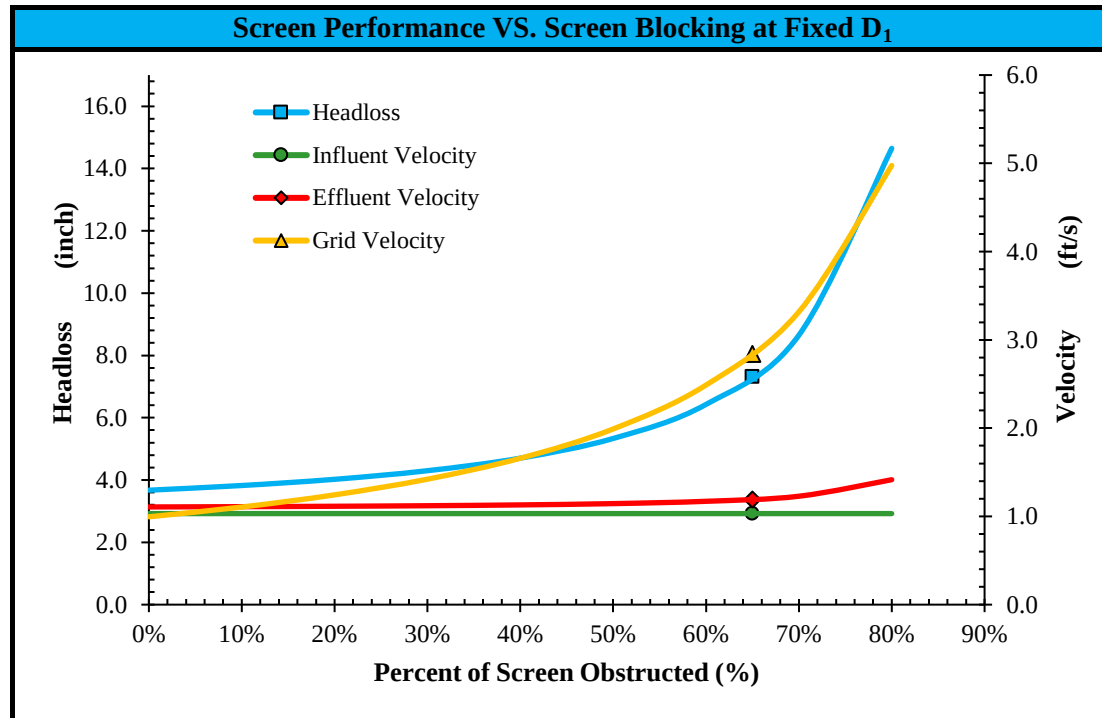
By: STM

Checked: JMB

Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	12.00 MGD	8333 gpm	526 L/s	45425 m ³ /d
D ₁	Upstream Water Depth	54.00 in		1372 mm	
D ₂	Downstream Water Depth	46.68 in		1186 mm	
ΔH	Total Headloss	7.32 in		186 mm	
F	Freeboard	18.00 in		457 mm	
V ₁	Influent Channel Velocity	1.03 ft/s		0.31 m/s	
V _T	Throat Velocity of Screen	2.76 ft/s		0.84 m/s	
V _G	Velocity Through Grid	2.84 ft/s		0.87 m/s	
V _{Re}	Recess Zone Velocity	2.85 ft/s		0.87 m/s	
V ₂	Effluent Channel Velocity	1.19 ft/s		0.36 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	12.00 MGD	8333 gpm	526 L/s	45425 m ³ /d
D ₁	Upstream Water Depth	46.09 in		1171 mm	
D ₂	Downstream Water Depth	36.00 in		914 mm	
ΔH	Total Headloss	10.09 in		256 mm	
F	Freeboard	25.91 in		658 mm	
V ₁	Influent Channel Velocity	1.21 ft/s		0.37 m/s	
V _T	Throat Velocity of Screen	3.33 ft/s		1.01 m/s	
V _G	Velocity Through Grid	3.34 ft/s		1.02 m/s	
V _{Re}	Recess Zone Velocity	3.58 ft/s		1.09 m/s	
V ₂	Effluent Channel Velocity	1.55 ft/s		0.47 m/s	



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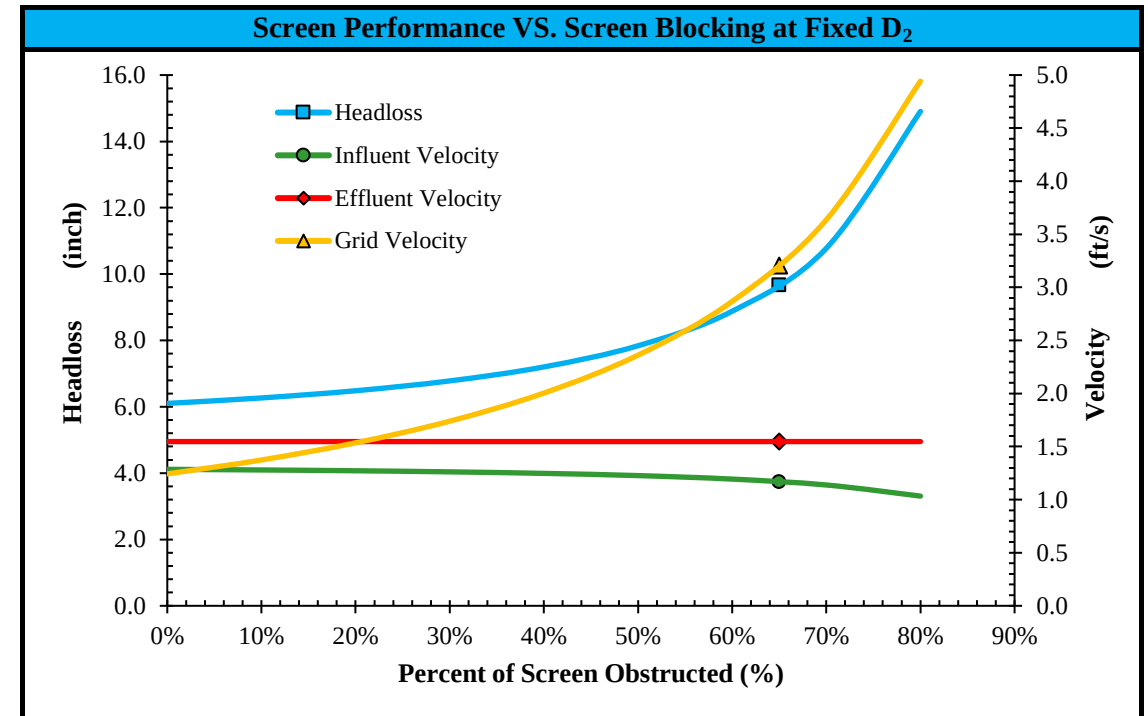
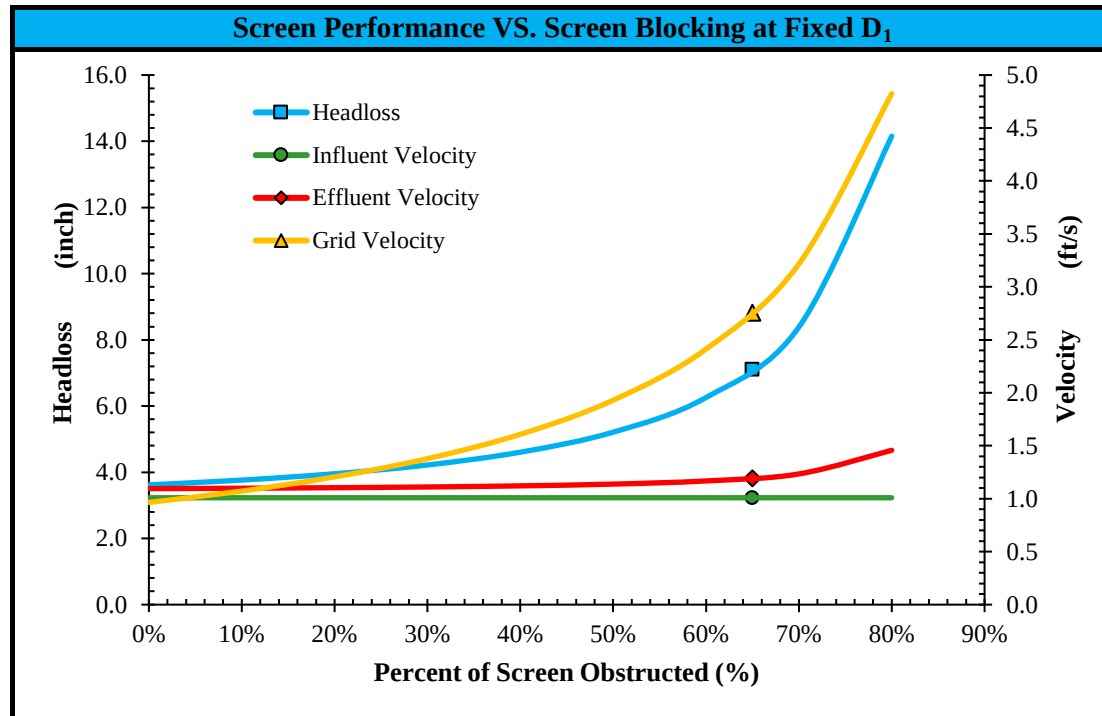
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Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	10.00 MGD	6944 gpm	438 L/s	37854 m ³ /d
D ₁	Upstream Water Depth	46.00 in		1168 mm	
D ₂	Downstream Water Depth	38.89 in		988 mm	
ΔH	Total Headloss	7.11 in		181 mm	
F	Freeboard	26.00 in		660 mm	
V ₁	Influent Channel Velocity	1.01 ft/s		0.31 m/s	
V _T	Throat Velocity of Screen	2.78 ft/s		0.85 m/s	
V _G	Velocity Through Grid	2.76 ft/s		0.84 m/s	
V _{Re}	Recess Zone Velocity	2.83 ft/s		0.86 m/s	
V ₂	Effluent Channel Velocity	1.19 ft/s		0.36 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	10.00 MGD	6944 gpm	438 L/s	37854 m ³ /d
D ₁	Upstream Water Depth	39.67 in		1008 mm	
D ₂	Downstream Water Depth	30.00 in		762 mm	
ΔH	Total Headloss	9.67 in		246 mm	
F	Freeboard	32.33 in		821 mm	
V ₁	Influent Channel Velocity	1.17 ft/s		0.36 m/s	
V _T	Throat Velocity of Screen	3.32 ft/s		1.01 m/s	
V _G	Velocity Through Grid	3.21 ft/s		0.98 m/s	
V _{Re}	Recess Zone Velocity	3.54 ft/s		1.08 m/s	
V ₂	Effluent Channel Velocity	1.55 ft/s		0.47 m/s	



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Great White Center Flow Screen Hydraulic Performance



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Project: Port Orange, FL

Date: 4/19/2024

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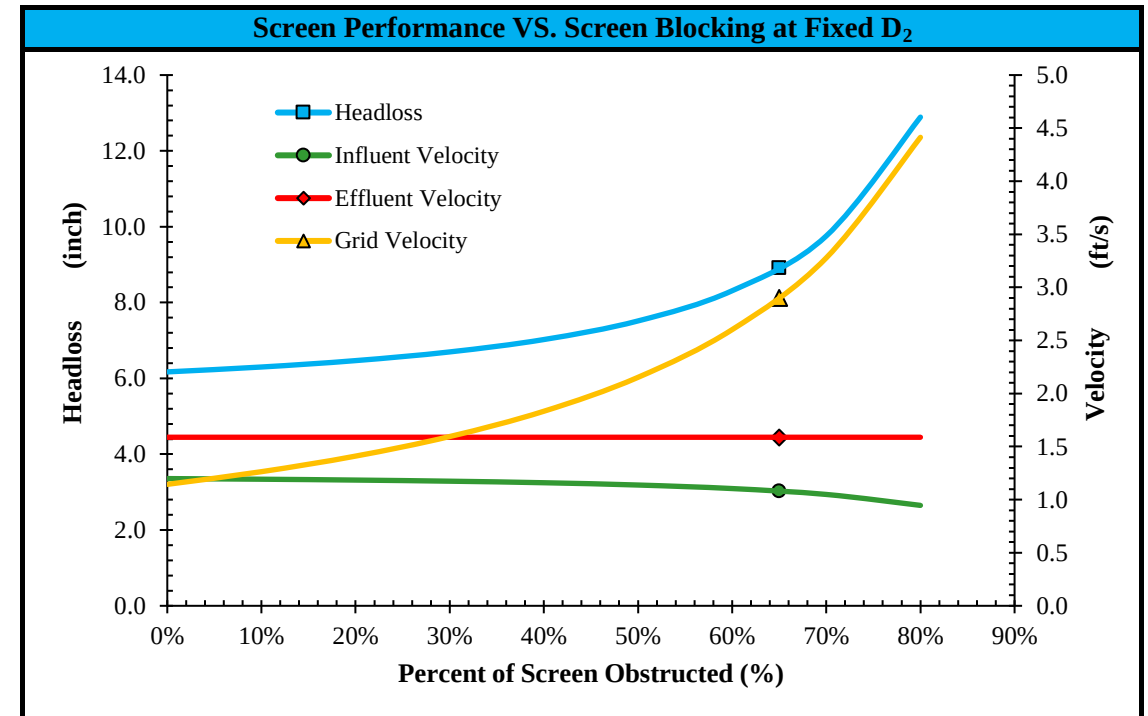
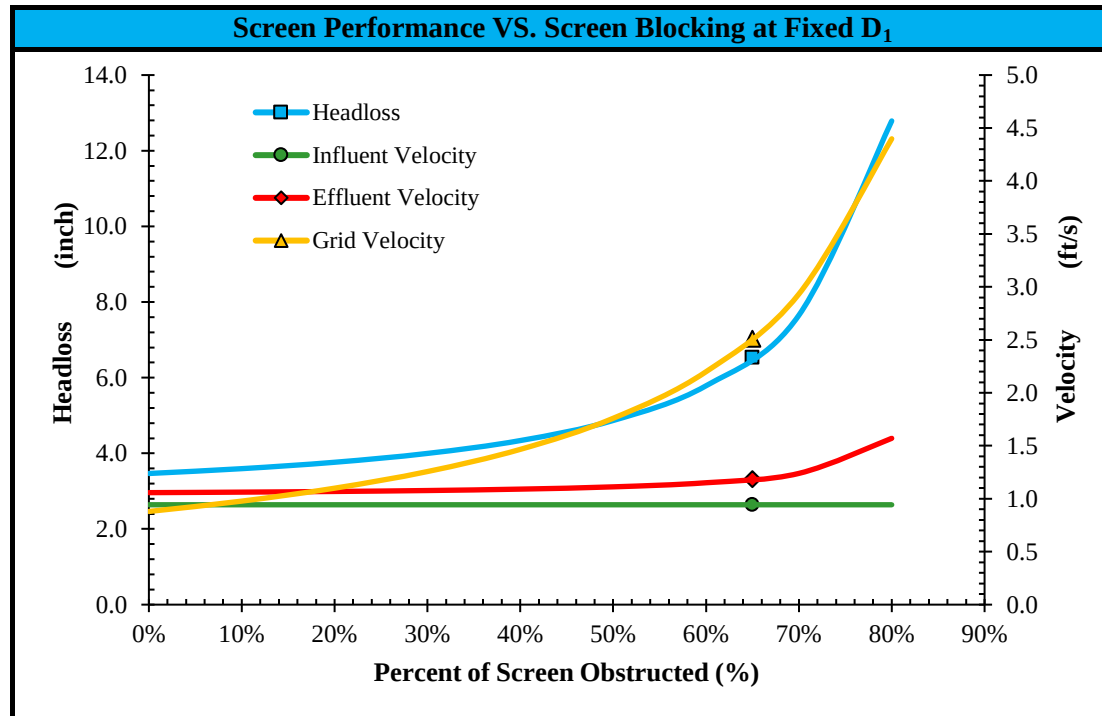
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Checked: JMB

Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	6.50 MGD	4514 gpm	285 L/s	24605 m ³ /d
D ₁	Upstream Water Depth	32.00 in		813 mm	
D ₂	Downstream Water Depth	25.47 in		647 mm	
ΔH	Total Headloss	6.53 in		166 mm	
F	Freeboard	40.00 in		1016 mm	
V ₁	Influent Channel Velocity	0.94 ft/s		0.29 m/s	
V _T	Throat Velocity of Screen	2.82 ft/s		0.86 m/s	
V _G	Velocity Through Grid	2.51 ft/s		0.77 m/s	
V _{Re}	Recess Zone Velocity	2.77 ft/s		0.84 m/s	
V ₂	Effluent Channel Velocity	1.18 ft/s		0.36 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	6.50 MGD	4514 gpm	285 L/s	24605 m ³ /d
D ₁	Upstream Water Depth	27.92 in		709 mm	
D ₂	Downstream Water Depth	19.00 in		483 mm	
ΔH	Total Headloss	8.92 in		227 mm	
F	Freeboard	44.08 in		1120 mm	
V ₁	Influent Channel Velocity	1.08 ft/s		0.33 m/s	
V _T	Throat Velocity of Screen	3.37 ft/s		1.03 m/s	
V _G	Velocity Through Grid	2.90 ft/s		0.88 m/s	
V _{Re}	Recess Zone Velocity	3.50 ft/s		1.07 m/s	
V ₂	Effluent Channel Velocity	1.59 ft/s		0.48 m/s	



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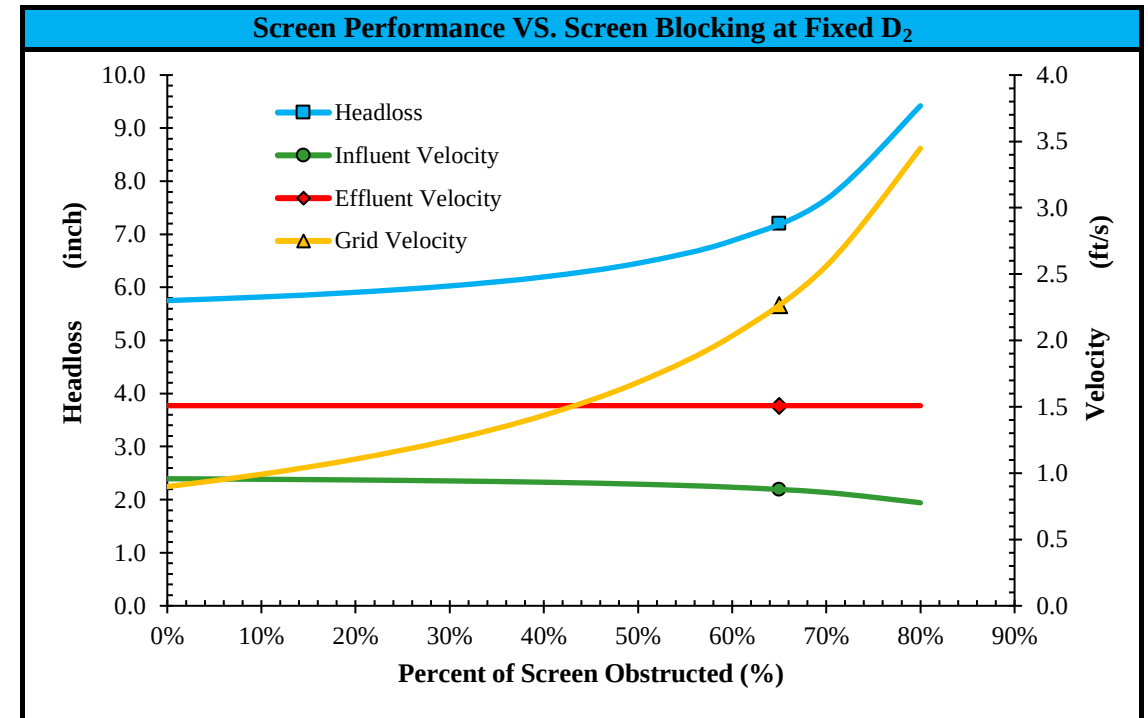
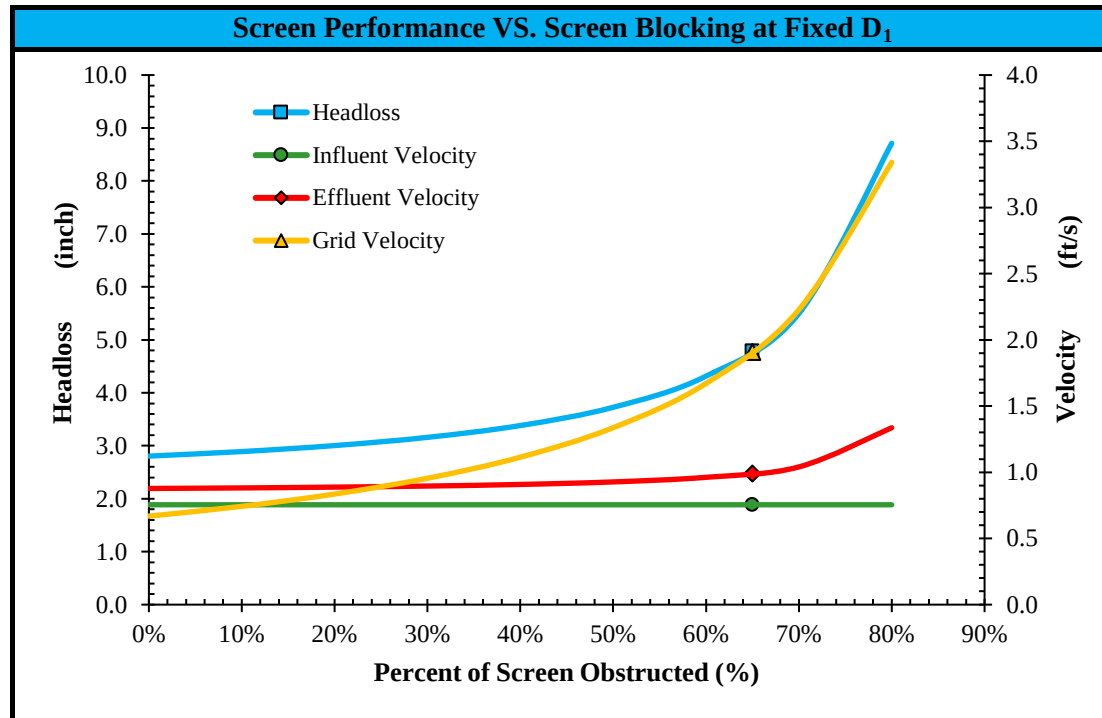
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Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	3.25 MGD	2257 gpm	142 L/s	12303 m ³ /d
D ₁	Upstream Water Depth	20.00 in		508 mm	
D ₂	Downstream Water Depth	15.21 in		386 mm	
ΔH	Total Headloss	4.79 in		122 mm	
F	Freeboard	52.00 in		1321 mm	
V ₁	Influent Channel Velocity	0.75 ft/s		0.23 m/s	
V _T	Throat Velocity of Screen	2.72 ft/s		0.83 m/s	
V _G	Velocity Through Grid	1.91 ft/s		0.58 m/s	
V _{Re}	Recess Zone Velocity	2.30 ft/s		0.70 m/s	
V ₂	Effluent Channel Velocity	0.99 ft/s		0.30 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	3.25 MGD	2257 gpm	142 L/s	12303 m ³ /d
D ₁	Upstream Water Depth	17.20 in		437 mm	
D ₂	Downstream Water Depth	10.00 in		254 mm	
ΔH	Total Headloss	7.20 in		183 mm	
F	Freeboard	54.80 in		1392 mm	
V ₁	Influent Channel Velocity	0.88 ft/s		0.27 m/s	
V _T	Throat Velocity of Screen	3.48 ft/s		1.06 m/s	
V _G	Velocity Through Grid	2.27 ft/s		0.69 m/s	
V _{Re}	Recess Zone Velocity	3.15 ft/s		0.96 m/s	
V ₂	Effluent Channel Velocity	1.51 ft/s		0.46 m/s	



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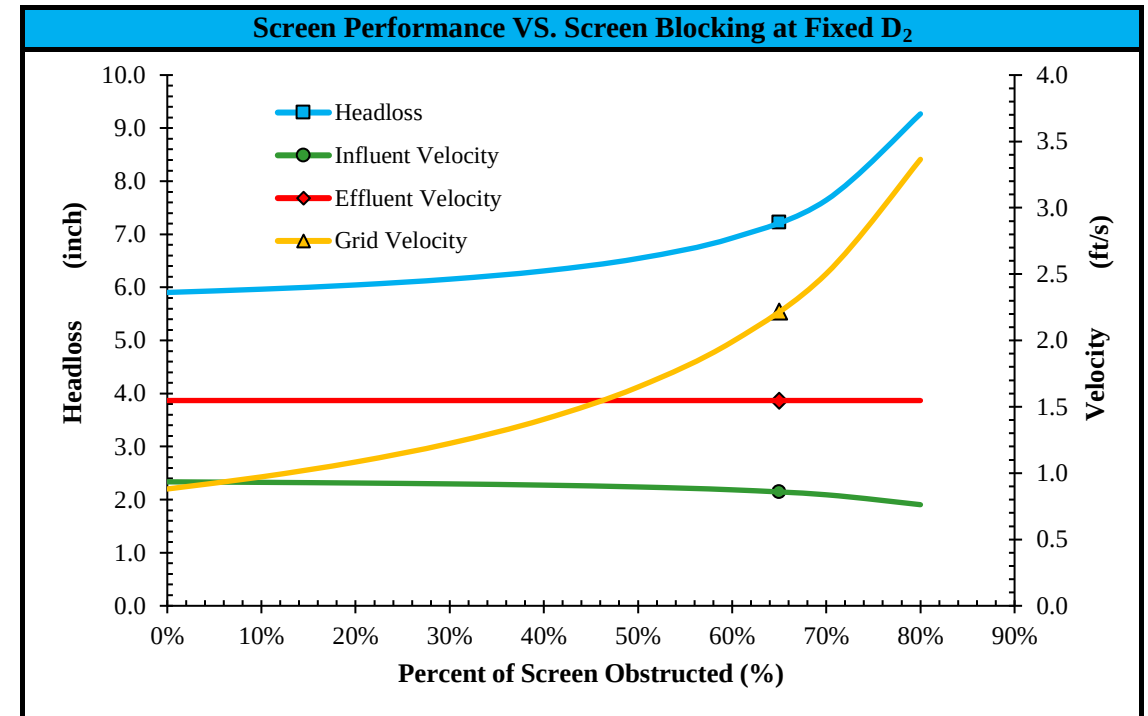
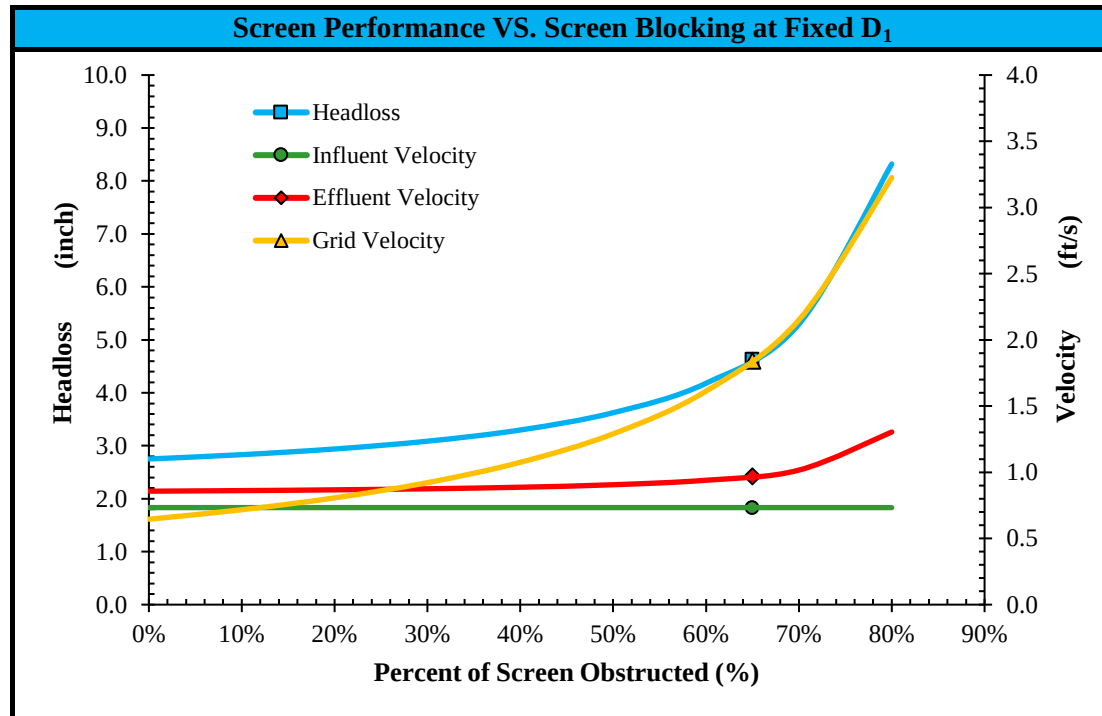
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Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	3.00 MGD	2083 gpm	131 L/s	11356 m ³ /d
D ₁	Upstream Water Depth	19.00 in		483 mm	
D ₂	Downstream Water Depth	14.37 in		365 mm	
ΔH	Total Headloss	4.63 in		118 mm	
F	Freeboard	53.00 in		1346 mm	
V ₁	Influent Channel Velocity	0.73 ft/s		0.22 m/s	
V _T	Throat Velocity of Screen	2.72 ft/s		0.83 m/s	
V _G	Velocity Through Grid	1.84 ft/s		0.56 m/s	
V _{Re}	Recess Zone Velocity	2.24 ft/s		0.68 m/s	
V ₂	Effluent Channel Velocity	0.97 ft/s		0.30 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	3.00 MGD	2083 gpm	131 L/s	11356 m ³ /d
D ₁	Upstream Water Depth	16.23 in		412 mm	
D ₂	Downstream Water Depth	9.00 in		229 mm	
ΔH	Total Headloss	7.23 in		184 mm	
F	Freeboard	55.77 in		1417 mm	
V ₁	Influent Channel Velocity	0.86 ft/s		0.26 m/s	
V _T	Throat Velocity of Screen	3.55 ft/s		1.08 m/s	
V _G	Velocity Through Grid	2.22 ft/s		0.68 m/s	
V _{Re}	Recess Zone Velocity	3.17 ft/s		0.97 m/s	
V ₂	Effluent Channel Velocity	1.55 ft/s		0.47 m/s	



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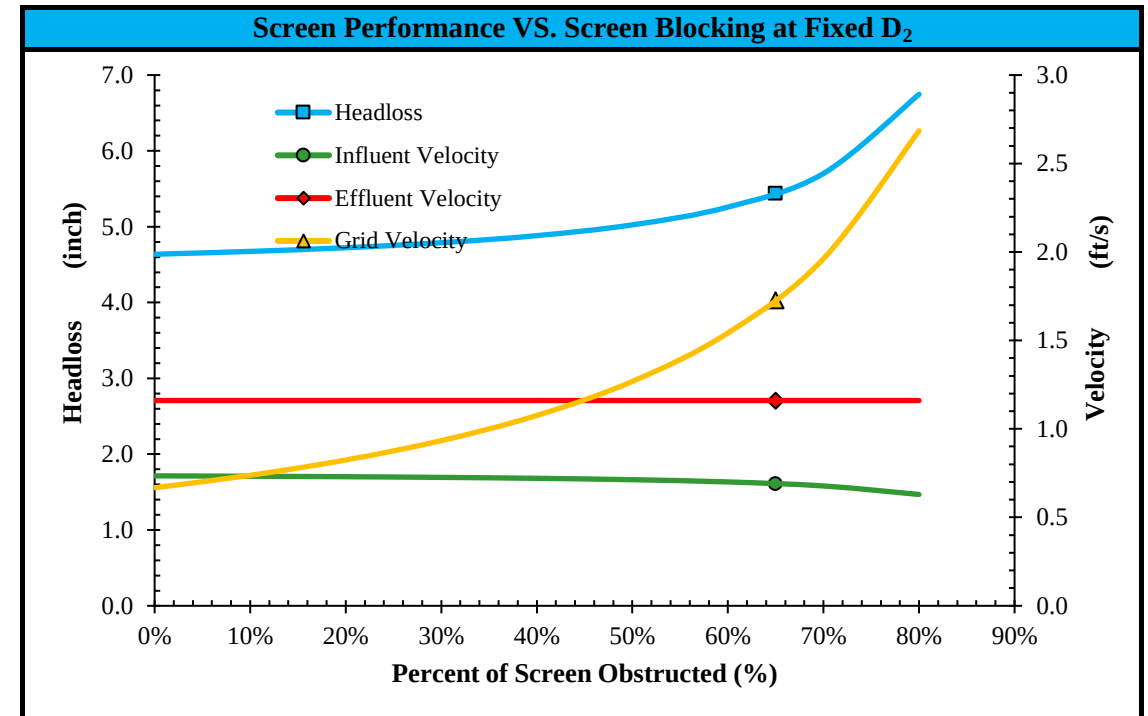
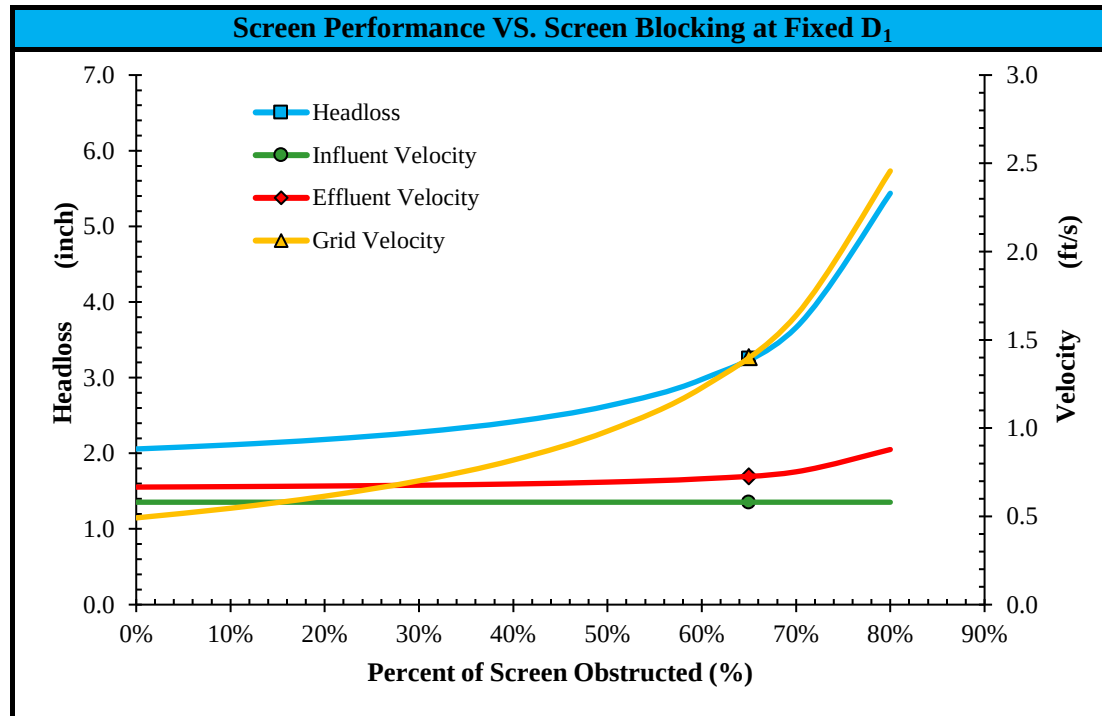
By: STM

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Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	2.00 MGD	1389 gpm	88 L/s	7571 m ³ /d
D ₁	Upstream Water Depth	16.00 in		406 mm	
D ₂	Downstream Water Depth	12.74 in		324 mm	
ΔH	Total Headloss	3.26 in		83 mm	
F	Freeboard	56.00 in		1422 mm	
V ₁	Influent Channel Velocity	0.58 ft/s		0.18 m/s	
V _T	Throat Velocity of Screen	2.43 ft/s		0.74 m/s	
V _G	Velocity Through Grid	1.40 ft/s		0.43 m/s	
V _{Re}	Recess Zone Velocity	1.72 ft/s		0.52 m/s	
V ₂	Effluent Channel Velocity	0.73 ft/s		0.22 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	2.00 MGD	1389 gpm	88 L/s	7571 m ³ /d
D ₁	Upstream Water Depth	13.44 in		341 mm	
D ₂	Downstream Water Depth	8.00 in		203 mm	
ΔH	Total Headloss	5.44 in		138 mm	
F	Freeboard	58.56 in		1487 mm	
V ₁	Influent Channel Velocity	0.69 ft/s		0.21 m/s	
V _T	Throat Velocity of Screen	3.41 ft/s		1.04 m/s	
V _G	Velocity Through Grid	1.73 ft/s		0.53 m/s	
V _{Re}	Recess Zone Velocity	2.50 ft/s		0.76 m/s	
V ₂	Effluent Channel Velocity	1.16 ft/s		0.35 m/s	





Great White Center/Dual Flow Screen

Highest Screenings Capture Ratio Available

- Independently certified¹ highest SCR water/wastewater screen
93.25% with 2mm opening
84% with 6mm opening
- Continuous band screen design eliminates bypass and carryover
- Excellent sensitive process and membrane protection
- Proprietary design features easily capture and offload screenings including rags and stringy material
- All T304 or T316 stainless steel fabrication

About the Great White Center/Dual Flow Screen

The Great White Shark is an apex predator that rules almost every body of water around the world. Like the Great White, our Center/Dual Flow Screen is designed and manufactured at the pinnacle of quality and dominates application environments.

The Great White Center/Dual Flow continuous band screen is designed to handle low-to-high flows and has been independently¹ certified to have the highest screenings capture ratio of all band screens on the market. Dual spray wash, patented grid design, proprietary sealing system and UHMWPE guide links make this an exceptional product for the filtering and offloading of water and wastewater screenings.



¹ UK Water Industry Research in National Screen Evaluation Facility Inlet Screen Evaluation Comparative Report (1999-2011)

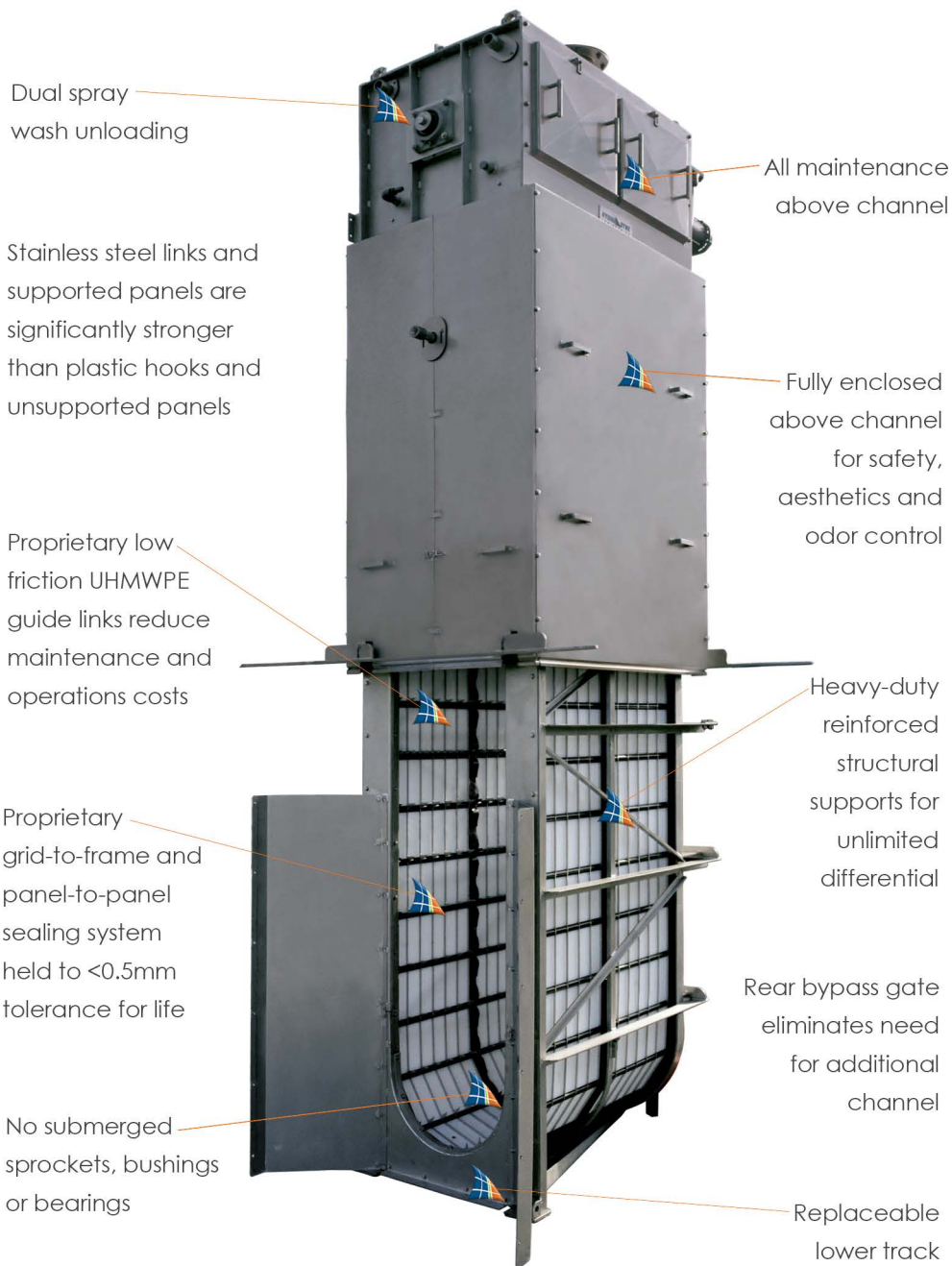
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Coarse Screens | Fine Screens | Screenings Handling | Grit Removal Equipment

Designed & Manufactured in the USA 
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ENGINEERING
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At-a-glance

models

Center Flow (center entrance/side exit)
Dual Flow (side entrance/rear exit)

grid opening range

0.5-25mm

flow capacity

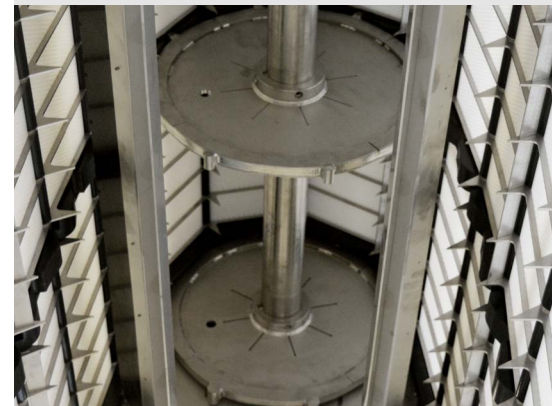
0.1mgd (5 L/s) to 125+mgd (5,500+ L/s)

grid types

Stainless steel laced link
Stainless steel wire mesh
Stainless steel perforated panel
UHMWPE perforated panel

Patented Drive Features

- Grid does not contact drive or unloading mechanism
- Direct drive uses no chains or sprockets
- Fully supports grid for negligible wear
- Fractional hp requirements



Optional Equipment

- Specialty stainless steel construction
- Cold weather/freeze protection
- Basic to sophisticated automation controls
- Sectional construction for restricted area assembly
- Integrated screenings handling equipment
- Electric, hydraulic or explosion-proof drives



To learn more visit: www.hydro-dyne.com
sales@hydro-dyne.com | +1 (813) 818-0777

Coarse Screens | Fine Screens | Screenings Handling | Grit Removal Equipment

Designed & Manufactured in the USA 
4750 118th Avenue North Clearwater, FL 33762

ISO 9001:2015 Certified

HYDRO-DYNE
ENGINEERING
Designed to Protect. Built to Perform.™



Whitetip Shark Washing Compactors

Robust, High Performing Design to Meet Your Application Needs

- Multiple models and options to suit individual applications
- Designed to collect, dewater, condition, compact and transport screenings from any screen, launder/sludge or conveyor to any waste disposal drop point
- Weight reduction up to 80%
- Screening volume reduction up to 85%
- Organic removal up to 95%
- Dewatered screenings dry solids content up to 40% (depending on material to be dewatered)
- Screenings meet strict landfill requirements (EPA 9095 Paint Filter Test)
- All T304 or T316 stainless steel fabrication
- Heavy duty AR400 Auger for long wear life and ability to crush large objects
- Standard screw diameters: 6", 8", 10", 12", 16" and 20"



Whitetip Shark Family of Washing Compactors

The Whitetip Shark is a fierce but slow-moving shark, notable for its long, rounded fins which feature an iconic white tip. Hydro-Dyne's family of Whitetip Shark Washing Compactors thoroughly wash and compact screenings to produce the clean, compact white screening plugs they are known for by efficiently returning organics to the channel. Every compactor is custom-designed for individual applications, taking into account the type of flow and solids collected. Multiple models are available to ensure organic material is returned to the treatment plant's process and inorganic materials are separated, cleaned and dewatered in the most effective and efficient way possible. Stainless steel construction with a hardened alloy auger provides an enduring solution to exceed performance and disposal requirements.



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Whitetip Shark Washing Compactor

The Whitetip Shark Washing Compactor features screenings drainage and compaction zones. Stainless steel flights and anti-rotation bars improve compaction and provide reliable equipment performance and life.

 Drainage/Washing

 Compaction



Whitetip Shark with Enhanced Dewatering

The Whitetip Shark Washing Compactor with Enhanced Dewatering features screenings drainage and rinse/compaction zones. Hardened Alloy screw and AR-400 flights greatly improve compaction and equipment reliability in harsh environments.

 Drainage/Washing

 Rinse/Dewatering

 Compaction

Whitetip Shark with Enhanced Wash/Dewatering

Up to 80% decrease in the total weight of solids output and up to 90% organic removal is achieved by this model with the addition of a washing zone and additional wash cycle. Operation includes a reversing function to the auger and timers so that the screened material is aggressively agitated during a longer wash cycle. Organic material is further broken down and washed back into the system through the drain. Rinse/Dewatering zone thoroughly rinses and compacts captured screenings.

 Drainage/Washing

 Enhanced Washing

 Rinse/Dewatering

 Compaction

Optional Equipment

- Basic rinsing to thorough washing
- Integrated models located within screens
- External models fed via sluice or conveyor
- Trough types: perforated, slotted, wedgewire
- Shafted or shaftless flight
- Electric or hydraulic drive
- Cold weather/freeze protection

Discharge Options

- Dual Bearing: Dewatering
- Reduction Flange: Dewatering and some compaction
- Hinged Gate: Dewatering and compaction
- Press Elbow: Maximum dewater and compaction plus elevation

Screenings Collection Options

- Screenings collection bagging system
- Self-leveling bins
- Stainless steel discharge chute
- Lay flat hose or flexible pipe



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Made in the USA 

ADDENDUM NO. 1
to Hydro-Dyne Engineering, Inc.
dated _____, 2024

This Addendum No. 1 ("Addendum") is entered into on the day and year set forth hereinafter 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/or "Customer") and **Hydro-Dyne Engineering, Inc.**, ("Hydro-Dyne Engineering" and/or "Contractor," "Seller") a Florida corporation, whose principal address is 4750 118th Avenue North, Clearwater, Florida 33762, collectively "The Parties". The Parties have agreed as follows:

1. This Addendum No. 1 supplements the terms provided in Hydro-Dyne Engineering, Inc. Agreement/Terms and Conditions ("Seller's Terms and Conditions" and/or "Agreement"), Scope of Work 4361-6 dated May 15, 2024 ("Seller's SOW"), and attachment "Section – Great White Center Flow Screen and Whitetip Shark Washing Compactor Technical Specifications," between Hydro-Dyne Engineering, Inc. and the City of Port Orange, effective the date as stated above, collectively, the "Agreement and/or Contract".
2. Contract Administration. The Public Utilities Director, Steve Parnel, shall perform contract administration of this Agreement. For notice provisions, see the paragraph below entitled "Notice."
3. Page 1 of Seller's SOW, paragraph 2, "Freight," shall be deleted in its entirety, and replaced herewith:
"All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Destination, with freight costs included. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery."
4. Page 1 of Seller's SOW, paragraph 3, "Not Included," shall be deleted in its entirety, and replaced herewith:
"This scope of work is limited to the specification section(s) and addendum(s) referenced above. Any other documents are not included, Concrete work, installation, plumbing, wiring connections, valves, strainers, level sensor mounts, liquidated damages, engineering certifications or seals, seismic/wind calculations and related PE stamps."
5. Page 1 of Seller's SOW, paragraph 4, "Validity," subsection 1, shall be deleted in its entirety.
6. Page 1 of Seller's Terms and Conditions, paragraph 1, "Entire Agreement," shall be deleted in its entirety, and replaced herewith:
"This Agreement constitutes the complete Agreement and understanding between Hydro-Dyne Engineering, Inc. ("Seller") and the purchase order issuer ("Purchaser") with respect to the subject matter hereof and supersedes all prior solicitations, agreements, understandings and representations between the Parties. This Agreement consists of these Terms and Conditions, Seller's Scope of Work (the "SOW"), and Owner's specifications (the "Owner Specs"). The SOW references the Owner Specs and provides clarifications and modifications to the Owner Specifications. Prior dealings, usage of the trade, and course of performance shall not be used to determine the meaning of this Agreement. Any Agreement between the final equipment owner ("Owner") and Purchaser (the "Prime Contract") shall not be deemed to be part of this Agreement, Seller is not a party to the Prime Contract, and Seller is not required to comply with the Prime Contract."
7. Page 1 of Seller's Terms and Conditions, paragraph 2, "Delivery," shall be deleted in its entirety, and replaced herewith:

“The SOW sets forth the delivery point(s) and delivery terms for delivery of the products expressly set in the SOW to be delivered to Purchaser under this Agreement (the “Products”). If any delivery is or may be delayed by reason of Force Majeure (as defined in Section 10), Seller may at its option tender delivery to Purchaser at any point of manufacture and such shall constitute delivery for all purposes under this Agreement. If Purchaser fails to accept delivery when made by Seller, Purchaser shall promptly reimburse Seller for all costs associated with such failure, including costs of storage of the Products, regardless of whether some or all of the storage occurs at Seller’s facilities, and the storage location(s) shall be deemed to be the delivery point(s). If shipment is postponed at the request of Purchaser, as a result of delay in receipt of shipping instruction, or due to any other cause or reason other than the negligence or willful misconduct of Seller, payment of the purchase price for the Products by Purchaser shall be due on notice from Seller that the Products are ready for shipment, and the delivery point will then be the current location of the Products. Handling, moving, storage, insurance and other charges thereafter incurred by Seller with respect to the Products shall be for the account of Purchaser. Risk of loss shall pass to Purchaser at the delivery point.”

8. Page 3 of Seller’s Terms and Conditions, paragraph 5 “Warranty,” subsection “d,” shall be deleted in its entirety.

9. Page 3 of Seller’s Terms and Conditions, paragraph 7 “Indemnity,” shall be deleted in its entirety.

10. Page 3 of Seller’s Terms and Conditions, paragraph 8 “Default, Termination,” shall be deleted in its entirety, and replaced herewith:

“In the event that a party materially breached this Agreement and does not cure within thirty (30) days of notice of such material breach from the other party, or such longer time as reasonably necessary to cure such breach, the non-breaching party may terminate this Agreement.”

11. Page 3 onto page 4 of Seller’s Terms and Conditions, paragraph 9 “Termination for Convenience,” shall be deleted in its entirety, and replaced herewith:

“Purchaser may terminate this Agreement for convenience upon notifying Seller at least thirty (30) days prior to the “termination date” set forth in the notice and paying Seller for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit in an amount determined by Seller.”

12. Page 4 of Seller’s Terms and Conditions, paragraph 11 “Choice of Law, Choice of Venue,” shall be deleted in its entirety, and replaced herewith:

“This Agreement contains important matters affecting legal rights and is accepted and entered into in Florida and any questions 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.”

13. Page 4 of Seller’s Terms and Conditions, paragraph 13 “Limitation of Liability/No Liquidated Damages, Third Party Beneficiaries, or Backcharges,” shall be deleted in its entirety, and replaced herewith:

“Notwithstanding anything in this Agreement to the contrary, (i) except as set forth in Section 7, under no circumstances shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, under, relating to, or arising out of this Agreement, including, without limitation the forgoing, for any losses relating to plant shutdowns, non-operation or increased expense of operation, service interruptions, or cost of purchased or

replacement power; and (ii) the maximum aggregate liability of Seller under, relating to, or arising out of this Agreement, shall be the amount paid by Purchaser to Seller under this Agreement for the Products. This is an aggregate cap, not a per claim cap. The Parties agree that there are no liquidated damages associated with this Agreement, nor are there any third-party beneficiaries to this Agreement. In addition, under no circumstances shall Seller be responsible and liable for any work, repairs, replacements or changes to the Products, or any backcharges, unless Seller agrees in writing to be responsible and liable on each such occasion.”

14. Page 4 onto page 5 of Seller’s Terms and Conditions, paragraph 14 “Miscellaneous,” shall be deleted in its entirety, and replaced herewith:

“The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture or partnership between the Parties to impose any partnership liability upon any Party. This Agreement may be signed in counterpart, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the Parties beyond any termination of this Agreement. Each Party shall have the right to use any agents, contractors, subcontractors, or other non-employees (individually and collectively, “Contractors/Agents” of such Party) to perform any of its obligations or to act on behalf of the Party. All actions of a Party’s Contractor/Agents in connection with this Agreement are attributable to that Party for all purposes under this Agreement. The rights and remedies of the Purchaser in connection with the Products provided by the Seller and limited to the rights and remedies expressly stated in this Agreement. Any failure by the Seller to enforce Purchaser’s strict performance of any provision of this Agreement will not constitute a waiver of Seller’s right to subsequently enforce such provision of this or any other provision of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable under applicable law, then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties’ intentions expressed herein. Seller shall retain sole ownership of its intellectual property used or produced in connection with this Agreement, and Purchaser shall not gain any rights in such intellectual property under this Agreement or otherwise arising out of this Agreement.”

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

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

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

Standard Insurance Requirements			
	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 Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	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, Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☒	Unless otherwise required by law, City Manager waives Insurance.		

16. Examination of Records

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

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

17. 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 119.0701, 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of the Agreement, 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 Agreement, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT 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.

18. Non-discrimination. During the performance of this Agreement, 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.

19. 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.

20. 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.

21. 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.

22. 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: Steve Parnell, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5592
Contractor:	Hydro-Dyne Engineering, Inc. Attention: Jay R. Conroy, President 4750 118 th Avenue North Clearwater, Florida 33762 (813) 818-0777 – Telephone

Any notice or other communication given under the Agreement 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.

23. Integration. This Addendum No. 1 shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto. In the event of a conflict the following Order of Precedence shall control: 1) City of Port Orange Addendum No. 1; 2) Owner's Specs; 3) Seller's Terms and Conditions; 4) Seller's SOW; 5) Section – Great White Center Flow Screen and Whitetip Shark Washing Computer, and 6) incorporated documents not previously named in this Order of Precedence (which may include Exhibits and applicable Addendum).

24. Agreement 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 Agreement shall be formed between Contractor and the City until the City signs this Agreement.

25. 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 page intentionally left blank]

Witnesses:

HYDRO-DYNE ENGINEERING, INC.

Printed Name: _____

By: _____

Jay R. Conroy, President

If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, then please provide written authorization for that individual to enter into Agreements on behalf of said entity.

Printed Name: _____

Date: _____

At this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

Attest:

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

Date: _____



Tel: 813-818-0777 Fax: 813-818-0770

Represented Locally By:

TSC-Jacobs

Attn: Joe Sacco

Number: (904) 524-9576

May 15th, 2024

Ref: Port Orange, FL

Hydro-Dyne Engineering Scope of Work 4361-6

Hydro-Dyne Engineering is pleased to offer this Scope of Work for the equipment detailed below in accordance to the specification(s) and addendum(s) stated above, and the attached Hydro-Dyne Engineering Terms and Conditions. Where clarifications to the specifications are necessary, they will be listed below.

Hydro-Dyne Specification Section	Description	Quantity
2.2	Center Flow Screen	2 EA
2.3	Washing Compactor with Enhanced Washing and Dewatering	2 EA
2.4	Spare Parts	1 LOT
2.5	Accessories	1 LOT
2.6	Electrical Controls and Ancillary Components	1 LOT
	TOTAL PRICE:	\$895,000
	ADDER – 5 year Service Agreement (Includes 1 T / 1 D annually)	\$15,500

FREIGHT

F.O.B shipment point with freight costs included.

NOT INCLUDED

This scope of work is limited to the specification section(s) and addendum(s) referenced above. Any other documents are not included. Concrete work, installation, plumbing, wiring connections, valves, strainers, level sensor mounts, liquidated damages, engineering certifications or seals, seismic/wind calculations and related PE stamps, and anything else not specifically detailed as included by the manufacturer in the specification above will be construed as NOT INCLUDED, whether or not inclusion is specifically acknowledged.

This scope of work does not include supply of any type of bond unless specifically itemized in the table above.

VALIDITY

Price quoted is firm provided:

1. Written acceptance is received at the factory within thirty (30) calendar days of the date of this offering.
2. Purchaser agrees to accept shipment 28 to 36 weeks from date of receipt of approved drawings and authorization to proceed with manufacture. Purchaser is allowed not more than 45 calendar days for review and return of submittals for approval.
3. Shipments delayed by the purchaser or his agents will be escalated at a rate of 1-1/2% per calendar month, compounded, of the value of the unshipped portion.

TAXES

Applicable sales or use taxes, fees, permits, and licenses are not included.

COMMISSIONING SERVICE & CUSTOMER TRAINING

- This service will not exceed two (2) trips and four (4) eight-hour working days.
- Each additional trip will be figured at \$2,000 and each additional day onsite will be figured at \$1,200. It is agreed and understood that all necessary utilities such as water, electric, air, etc. be connected and functional prior to the arrival of our servicemen.
- A complete job of checking, adjusting, etc. of the equipment and installation cannot be accomplished unless the plant is ready to operate at the time this service is to be performed.
- Our servicemen are non-union technicians and any extra cost for other assisting personnel as required by local union regulations is not included in this proposal.
- Advance notification of at least fifteen (15) working days prior to the date start-up service is required.

WARRANTY

The equipment and all appurtenances including, but not limited to: frame, supports, covers, and mechanisms manufactured by Hydro-Dyne Engineering are warranted for a period of 12 months against defects in materials and workmanship, starting upon beneficial use or 90 days after delivery, whichever occurs first. The Warranty covers repair or replacement of the defective components but does not include labor to remove and install equipment or parts, or shipping and freight charges to and from the purchaser's job site. The Warranty shall also not apply to any parts, equipment, accessories or components that were either manufactured or were designed by any person or entity other than Hydro-Dyne Engineering itself. Hydro-Dyne will provide any pass-through warranty that is permitted to pass-through to Purchaser in connection with the portions of the Products that are not Warranted Parts.

STANDARD PAYMENT TERMS AS QUOTED

25% upon receipt of approved shop drawings due before release for manufacture

25% upon completion for testing due before shipment

45% due 30 calendar days upon delivery

5% due upon completion of startup and approval of O&M manuals NOT to exceed 60 calendar days from date of delivery.

For additional information, please contact our local representative listed above or me personally.

Sincerely,

Scott Griffith

Regional Sales Manager

Hydro-Dyne Engineering, Inc.

Hydro-Dyne Engineering Inc. Terms & Conditions

1. ENTIRE AGREEMENT. This Agreement constitutes the complete agreement and understanding between Hydro-Dyne Engineering Inc. ("Seller") and the purchase order issuer ("Purchaser") with respect to the subject matter hereof and supersedes all prior solicitations, agreements, understandings and representations between the parties. This Agreement consists of these Terms and Conditions, Seller's Scope of Work (the "SOW"), and Owner's specifications (the "Owner Specs"). The SOW references the Owner Specs and provides clarifications and modifications to the Owner Specifications. If there is any conflict between the Owner Specifications and the SOW, the SOW shall control. Prior dealings, usage of the trade, and course of performance shall not be used to determine the meaning of this Agreement. Any terms and conditions included in Purchaser's acceptance/purchase order that are in addition to or different from this Agreement shall have no force and effect and shall not be deemed to be part of this Agreement, except that the purchase price for the "Products" (as defined below) set forth in Purchaser's acceptance/purchase order shall be deemed to be part of this Agreement unless Seller objects to the purchase price (and if Seller objects, a revised purchase price for the Products shall be mutually agreed between the parties and then listed in a revised acceptance/purchase order from Purchaser). Any agreement between the final equipment owner ("Owner") and Purchaser (the "Prime Contract") shall not be deemed to be part of this Agreement, Seller is not a party to the Prime Contract, and Seller is not required to comply with the Prime Contract.

2. DELIVERY. The SOW sets forth the delivery point(s) and delivery terms for delivery of the products expressly set forth in the SOW to be delivered to Purchaser under this Agreement (the "Products"). Seller shall not be liable to Purchaser or in breach of this Agreement if delivery does not occur by the dates set forth in the SOW as such dates are estimated delivery dates. If any delivery is or may be delayed by reason of Force Majeure (as defined in Section 10), Seller may at its option tender delivery to Purchaser at any point of manufacture and such shall constitute delivery for all purposes under this Agreement. If Purchaser fails to accept delivery when made by Seller, Purchaser shall promptly reimburse Seller for all costs associated with such failure, including costs of storage of the Products, regardless of whether some or all of the storage occurs at Seller's facilities, and the storage location(s) shall be deemed to be the delivery point(s). If shipment is postponed at the request of Purchaser, as a result of delay in receipt of shipping instructions, or due to any other cause or reason other than the negligence or willful misconduct of Seller, payment of the purchase price for the Products by Purchaser shall be due on notice from Seller that the Products are ready for shipment, and the delivery point will then be the current location of the Products. Handling, moving, storage, insurance and other charges thereafter incurred by Seller with respect to the Products shall be for the account of Purchaser. Risk of loss shall pass to Purchaser at the delivery point.

3. TITLE. Seller shall retain all right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to Seller. Without limiting the foregoing, until Purchaser pays Seller the full purchase price for the Products, Purchaser grants to Seller a purchase money security interest in the Products. Purchaser authorizes Seller to file, with or without Purchaser's signature, and Purchaser will cooperate fully with Seller regarding, any documents needed to perfect a security interest with the appropriate jurisdiction(s). The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass Seller's interests until said drafts, notes and/or trade acceptances are paid in full.

4. PAYMENTS. The payment terms for the Products are set forth in the SOW, the purchase price for the Products shall be set forth in the manner described in Section 1 above, and other amounts owed for or relating to the Products (e.g., Taxes/Surcharges, as defined below) are set forth in these Terms and Conditions. Seller may at its option ship the Products in stages and if it does so Purchaser shall pay

Seller on a pro rata basis, as shipped, for the amounts then owed. If Purchaser fails to make a payment under or relating to this Agreement by the due date, interest at a rate of the lesser of the maximum rate allowed by law, and one and one half percent (1.5%) per month, calculated daily, shall apply from the due date for payment. Purchaser shall promptly pay Seller's attorneys' fees and all other expenses of Seller incurred in seeking to collect past-due amounts owed under or relating to this Agreement. The purchase price does not include any federal, state, local, or provincial sales, use, value-added, excises, or other taxes or any surcharges, or import fees or duties (collectively, "Taxes/Surcharges"). Seller shall list Taxes/Surcharges separately on each invoice, and Purchaser is responsible for paying all Taxes/Surcharges to Seller. Purchaser shall pay to Seller any amounts owed under this Agreement when due and Purchaser shall not be entitled to setoff or apply against any money due or claimed to be due from Seller to Purchaser on account of any other agreement, transaction or claim unless Seller agrees in writing to be responsible and liable on each such occasion.

5. WARRANTY.

a. Solely for the benefit of Purchaser, Seller warrants that the portion of the Products that are both designed and manufactured by Seller (the "Warranted Parts") shall be free from defects in material and workmanship for the "Warranty Period", which (a) shall begin on the "Warranty Period Commencement Date". The Warranty Period Commencement Date shall be the earlier of (1) ninety (90) days from the date of delivery of the Warranted Parts, and (2) the date the Products are beneficially occupied by the Seller. The Warranty Period Length shall be documented by the SOW. Notwithstanding the foregoing, if the Warranted Parts are delivered in stages, then the Warranty Period described above shall apply on a per stage basis.

b. If any of the Warranted Parts fail to comply with the Warranty during the Warranty Period, Purchaser notifies Seller of such failure during the Warranty Period (and no later than five (5) days after Purchaser discovers the non-compliance), Purchaser is at the applicable time in full compliance with this Agreement, and none of the exclusions set forth in Section 5(c) apply, Seller shall repair or replace, at its option, free of charge to Purchaser (other than that of labor to remove and install equipment or parts, shipping and freight charges), at Seller's location or other location that Seller designates, any Warranted Part, or the relevant portion thereof, that examination by Seller establishes has failed under normal use and service operation (according to the guidelines of the applicable Operation and Maintenance Manual) by Purchaser within the Warranty Period; provided, that if it would be impracticable for the Warranted Part or relevant portion thereof to be returned to Seller as determined by Seller, Seller will visit Purchaser's job site to inspect the Warranted Part; however, if it is determined by Seller after inspection that Seller is not responsible under the Warranty, Purchaser shall pay seller published travel and other costs of Seller with respect to the site visit detailed in the SOW. Warranted Parts repaired or replaced under the terms of this warranty remain warranted under the original warranty period only. Proof of maintenance logs as dictated in the applicable Operation and Maintenance Manual will be required by the seller from the owner.

c. In addition to any other limitation or disclaimer with respect to the Warranty, the Warranty shall not apply if any defect in material or workmanship in the Warranted Part is caused in whole or in part by any acts or omissions of Purchaser or any other person or entity other than Seller (e.g. negligence acts, willful misconduct, or alterations to the Warranted Parts, by any person or entity other than Seller, failure to operate or maintain equipment under normal operating conditions in accordance with applicable Operation and Maintenance Manual(s), compromising equipment protection via controls changes), or any event (e.g., an accident during transit) or condition (e.g. decomposition of Warranted Parts by chemical action, erosion or corrosion or wear to Warranted Parts or due to conditions of temperature, moisture and dirt), beyond the reasonable control of Seller, including any Force Majeure event. The Warranty shall also not apply to any Products that are not Warranted Parts (e.g., parts, equipment, accessories or components that were either manufactured or were designed by any person

or entity other than Seller itself), but if there is any pass-through warranty that Seller is permitted to pass-through to Purchaser in connection with the portions of the Products that are not Warranted Parts, Seller shall do so.

d. THE PARTIES AGREE THAT OTHER THAN THE WARRANTY SET FORTH IN SECTION 5(a) WITH RESPECT TO THE WARRANTED PARTS ONLY, ALL OTHER WARRANTIES (WITH RESPECT TO THE PRODUCTS OR OTHERWISE RELATING TO THIS AGREEMENT), EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED BY SELLER TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

6. DRAWINGS AND TECHNICAL DOCUMENTATION. The seller requires approval of the Drawings before Seller begins manufacturing the Products, shipment may be delayed if the Drawings are not returned to Seller within forty-five (45) days of receipt by Purchaser of the Drawings for approval. Seller will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for Seller's equipment (in English language). Seller will supply a maximum of three (3) complete sets of drawings and operating instructions. Additional sets will be paid for by Purchaser. Electronic files, if requested from Seller, will be provided in *pdf, jpg or tif* format only.

7. INDEMNITY. Purchaser shall defend, hold harmless, and indemnify Seller and its affiliates, and each of their employees, officers, directors, representatives, contractors and agents (individually and collectively, "Indemnitees"), against all damages, costs, liability, losses, and expenses, including reasonable attorneys' fees, incurred by any Indemnitees in connection with any claim, action, demand, suit, or proceeding (individually and collectively "Claims"), arising out of, or relating to, the negligent acts or omissions of Purchaser, willful misconduct of Purchaser, or any breach of this Agreement or violation of law by Purchaser.

8. DEFAULT, TERMINATION. In the event that a party materially breaches this Agreement and does not cure within thirty (30) days of notice of such material breach from the other party, or such longer time as reasonably necessary to cure such breach, the non-breaching party may terminate this Agreement. Notwithstanding the foregoing, Seller shall also have the right to terminate this Agreement if Purchaser fails to pay any amount owed within ten (10) days after the due date for such payment. If Purchaser becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. Seller at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the Purchaser, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to Seller for the Products and to receive from the Purchaser the deficiency between such net proceeds of sale and such balance. Purchaser hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of Seller.

9. TERMINATION FOR CONVENIENCE. Purchaser may terminate this Agreement for convenience upon notifying Seller at least thirty (30) days prior to the "termination date" set forth in the notice and paying Seller for all costs and expenses (including overhead) incurred by it in

performing its work and closing out the same plus a reasonable profit thereon in an amount determined by Seller. Purchaser shall pay all such costs and expenses and the reasonable profit to Seller within ten (10) days of the termination of the Agreement.

10. FORCE MAJEURE. If Seller is unable, wholly or in material part, by any reason of Force Majeure to carry out any of its obligations hereunder, then on Seller's notice to Purchaser within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, pandemics, lightning, fire, flood, washout, storm, communication lines failure, delays of the Purchaser or any third party, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos and any other causes that are not reasonably within the control of the Seller. Notwithstanding anything in this Agreement to the contrary, if the delay is the result of Purchaser's action or inaction, then in addition to an adjustment in time, Purchaser shall promptly reimburse Seller for Seller's costs incurred to maintain its schedule or to seek to limit any slippage from the schedule as much as reasonably practicable under the circumstances.

11. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Pinellas County or Clearwater, FL. The parties irrevocably waive the right to request trial by jury.

12. ASSIGNMENT. Purchaser shall not assign or transfer this Agreement without the prior written consent of the Seller. Any attempt to make such an assignment or transfer shall be null and void. Seller shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to Purchaser.

13. LIMITATION OF LIABILITY/NO LIQUIDATED DAMAGES, THIRD PARTY BENEFICIARIES, OR BACKCHARGES. Notwithstanding anything in this Agreement to the contrary, (i) except as set forth in Sections 7 and 9, under no circumstances shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, under, relating to, or arising out of this Agreement, including, without limiting the foregoing, for any losses relating to plant shutdowns, non-operation or increased expense of operation, service interruptions, or cost of purchased or replacement power; and (ii) the maximum aggregate liability of Seller under, relating to, or arising out of this Agreement, shall be the amount paid by Purchaser to Seller under this Agreement for the Products. This is an aggregate cap, not a per claim cap. This Section 15 shall apply to any and all claims, regardless of whether such claims are in contract, tort, strict liability or otherwise. The parties agree that there are no liquidated damages associated with this Agreement nor are there any third-party beneficiaries to this Agreement. In addition, under no circumstances shall Seller be responsible and liable for any work, repairs, replacements or changes to the Products, or any backcharges, unless Seller agrees in writing to be responsible and liable on each such occasion.

14. MISCELLANEOUS. The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by pdf format or facsimile will be considered an original. The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the

Parties beyond any termination of this Agreement. Each Party shall have the right to use any agents, contractors, subcontractors, or other non-employees (individually and collectively, "Contractors/Agents" of such Party) to perform any of its obligations or to act on behalf of the Party. All actions of a Party's Contractors/Agents in connection with this Agreement are attributable to that Party for all purposes under this Agreement. The rights and remedies of the Purchaser in connection with the Products provided by Seller and limited to the rights and remedies expressly stated in this Agreement. Any failure by Seller to enforce Purchaser's strict performance of any provision of this Agreement will not constitute a waiver of Seller's right to subsequently enforce such provision or any other provision of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable under applicable law, then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein. Seller shall retain sole ownership of its intellectual property used or produced in connection with this Agreement, and Purchaser shall not gain any rights in such intellectual property under this Agreement or otherwise arising out of this Agreement. Each party has had an opportunity to independently review this Agreement, and the language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. Each party has been given the opportunity to independently review this Agreement with legal counsel, and each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, it is the parties' intent that in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

GREAT WHITE CENTER FLOW SCREEN & WHITETIP SHARK WASHING COMPACTOR TECHNICAL SPECIFICATIONS

Part 1 GENERAL

1.1 SCOPE – Supply all labor, materials, equipment and incidentals required to install and place into operation the fine screening system as shown on the Drawings and as specified herein.

1.2 REFERENCE STANDARDS – The properties of all materials, design, fabrication and performance of the equipment to be furnished under this section shall be in accordance with the latest issue of applicable standard specifications. The governing authorities of these standards are listed below.

- A. AICS, American Institute of Steel Construction
- B. AISI American Iron and Steel Institute
- C. ANSI, American National Standards Institute
- D. ASCE, American Society of Civil Engineers
- E. ASME, American Society of Mechanical Engineers
- F. ASTM, American Society of Testing and Materials
- G. AWS, American Welding Society
- H. IBC, International Building Code
- I. IEC, International Electric Code
- J. IEEE, Institute of Electrical and Electronics Engineers
- K. NEC, National Electrical Code
- L. NEMA, National Electrical Manufacturers Association
- M. Underwriters Laboratory (UL and cUL)

1.3 SUBMITTALS - Submittals shall be provided to the engineer that includes all the following information:

- A. Certified shop drawings showing all important details of construction, dimensions and anchor bolt locations.
- B. Descriptive product literature.
- C. Schematic electrical wiring diagram and electrical controls information.
- D. Complete motor and drive data.
- E. The total weight of the equipment.
- F. A complete bill of materials of all equipment.
- G. A valid certificate of registration naming manufacturer, and supplier if equipment is relabeled, as ISO 9001:2015 certified.
- H. A certificate from an industry recognized, independent testing facility verifying compliance with Screening Capture Ratio requirement.

1.4 QUALIFICATIONS

- A. All the equipment specified under this Section shall be supplied by a single manufacturer whose Quality Management System is ISO 9001:2015 certified and applicable to the manufacture of water and wastewater treatment equipment.

- B. If equipment is not manufactured by supplier, including welding and machining, the name and contact information of manufacturing facility must be supplied. If more than one manufacturer is used all companies and facilities must be provided.
- C. If patents protecting equipment are not owned by supplier, then an affidavit must be supplied stating owner of design and expiration of licensing agreement.

1.5 DESIGN REQUIREMENTS

A. System Description

1. The fine screen will have a continuous stainless steel belt that automatically rotates within the internal guide system of the static frame.
2. The fine screen herein specified will be of the center flow type. The flow enters the inside of the continuous belt and exits through both sides and the bottom of the belt.
3. The screen shall have undergone performance testing by an industry recognized, independent testing facility. The results of this testing shall verify a Screening Capture Ratio of at least 84% for solids equal to or larger than the screen grid opening listed in System Performance below.
4. The screen will be installed into the channel as shown on the contract drawings to accommodate the flow pattern through the screen belt.
5. The solids will collect as a mat on the inside of the continuous belt. The belt will intermittently rotate and elevate the solids to the discharge point. Larger objects will be picked up by a series of hooks and/or trays placed at regular intervals.
6. The solids will be removed at the top of the screen by two spray bar headers positioned on the outside of the belt. The screenings will drop into an internal hopper and be fed to the screening handling system.
7. The continuous belt will be directly driven by drive sprockets that shall support and rotate the grid assembly.
8. The screen will be totally enclosed and have access covers that will be lightweight and easily removable for maintenance.
9. The Washing Compactor will be integral to the head space of the screen. Washing compactors that are not mounted inside of the screen shall not be allowed.
10. The Washing Compactor will be adequately sized to handle all the screenings and wash water that will be generated by the screen at peak flow. The system will be required to wash the screenings to reduce the organic content and compact the remaining solids into a dry plug.

11. The Washing Compactor will generally comprise of a screw auger rotating within the washing and drainage trough, a wash water system, a compaction zone and an outlet chute arrangement.
 12. All stainless steel (including frame, grid and drive components) mentioned below as stainless steel shall be T316 stainless steel. All hardware shall be T316 stainless steel.
- B. System Performance – The fine screening system will be designed to meet the following design parameters:
- | | |
|---|--|
| 1. Number of screens | 2 |
| 2. Peak flow per screen | 12.0 MGD |
| 3. Velocity through the grid | 2.8 ft/s |
| 4. Screen grid opening | 3 mm |
| 5. Head loss at peak flow | 7.3 inches @ 65% blinding and 54 inches upstream water level |
| 6. Structural design differential of frame/grid | 48 inches minimum @ 100% blinding |
| 7. Drive design differential (operating) | 48 inches minimum |
| 8. Screen grid supporting drive sprockets | 3 minimum – all stainless steel |
| 9. Channel width | 48 inches |
| 10. Channel height | 72 inches |
| 11. Number of Washing Compactors | 2 |
| 12. Diameter of screw | 8 inches |
| 13. Minimum diameter of shaft | 2.75 inches |
| 14. System wash water requirements | 92GPM @ 60 PSI (Per Screen/Compactor) |

Part 2 PRODUCTS

2.1 MANUFACTURER

- A. The equipment shall be the Center Flow Screen and Washing Compactor as provided by Hydro-Dyne Engineering, Inc., Clearwater, FL. Other than the named supplier, all manufacturers proposing equipment described herein, will provide a detailed submittal package, which will consist, at a minimum, of all information and details prescribed in section 1.3, 1.4, and Part 2 of this specification. All pre-qualification submittals will be submitted to the Engineer at least 15 days prior to the bid date.
- B. If submitted equipment requires arrangement differing from that specified, prepare and submit for review complete structural, mechanical, and electrical drawings and equipment lists showing all necessary changes and embodying all special features of equipment proposed. Any changes are at no additional compensation and the Manufacturer will be responsible for all engineering costs of redesign by the Engineer, if necessary.

2.2 THE CENTER FLOW SCREEN

- A. Perforated Plate - The Continuous Screening Belt
 1. The screenings belt will consist of panels manufactured from 3/8" thick UHMWPE with perforations of the specified opening.

2. The perforated panels will be supported by 12 gauge stainless steel vertical mounted lifting hooks horizontally spaced a maximum of 3 inches apart preventing deflection. The lifting hooks shall support the screening grid and bear tension loads across the entire length and width of the screen belt. Grids that do not have stainless steel vertical mounted lifting hooks horizontally spaced a maximum of 3 inches apart across the grid will not be acceptable.
3. The hooks on elements shall form horizontal lifting trays or shelves for removing large solids and rags every 8 inches around the entire screen grid.
4. The perforated panels will be connected by heavy duty stainless steel axles every 8 inches to form a continuous belt that will rotate within the frame's guide system. The axle design will allow the plates to pivot and create a seal between the perforated panels to prevent the passage of solids.
5. The axles will include Delrin spacers that will maintain the 3 inch space between the vertical support elements. Delrin spacers will also form a seal between each perforated panel with clearance not to exceed 0.5mm.
6. The axles will be extended to fix a UHMWPE guide link to the side of each perforated plate. These guides will interlock to create a continuous guide link system that will slide within the frame.
7. Guide links shall be precision machined from solid virgin UHMWPE. Injection molded links are not acceptable.
8. The heavy duty guide links will be minimum 2 inches thick to protect against undue wear from grit and will be specially machined to form a closure seal between the rotating belt and the static frame.
9. The seal shall be continuous from grade level through the water flow forming an uninterrupted closure between the traveling screen grid and the stationary frame. The seal shall be heavy gauge stainless steel, fixed to the screen frame and be adjustable so it will remain in contact with the rotating screen belt at all times.
10. Screen designs that have gaps and/ or tolerances greater than 0.5mm between the screens grid plates and between the sides of the grid and screen frame, including the chain, are not acceptable.
11. Screen's sealing materials are to consist of solid, non-flexible materials that will maintain the 0.5mm tolerance for the lifecycle of the screen.
12. Screen designs whose sealing materials will not last the lifecycle of the screen and require replacement by the owner/ operators, are not acceptable.
13. Guide systems that use rollers, stainless or hardened steel chains will not be acceptable.

14. Grid panel sealing systems that require the use of replaceable neoprene seals or stainless steel hinges will not be acceptable.
15. Grid to frame sealing systems that require the use of replaceable adjustable UHMWPE strips attached to the frame will not be acceptable.

B. The Frame

1. The continuous belt will rotate within a heavy duty stainless steel static support frame that shall be a rectangular box construction.
2. The guide link system will travel around a stainless steel guide wear track that is integral to the support frame. Top and bottom wear tracks shall be bolt in and field replaceable.
3. There shall be a removable inspection panel located directly beneath the drive allowing easy access to the grid drive sprockets, drive shaft and screenings collection hopper.
4. The design will ensure that the support frame meshes with the closure seal on each guide link to prevent passage of screening material and grit particles.
5. All components of the lower wear tracks shall be bolt in, field replaceable and manufactured from stainless steel.
6. The frame shall accommodate stainless steel protective covers designed to prevent leakage and contain spray wash. All access covers for maintenance will be lightweight and easily removable. Screens with covers requiring neoprene, rubber or plastic seals are not acceptable.
7. The screen manufacturer will supply the stainless steel angled filler plates to connect from the upstream corners of the support frame to the channel walls.
8. The back-plate of the screen shall be furnished with a bypass gate that will allow manual removal for complete flow bypass.

C. The Offloading of Screenings

1. Two stainless steel spray wash headers will be located in the head space of the screen to offload the screenings from the continuous belt.
2. The spray bar will incorporate stainless steel nozzles at 2 inch spaces that can easily be replaced or removed for cleaning.
3. The spray bars will be positioned behind the rotating belt and will backwash the solids into an internal hopper manufactured from stainless steel. The wash water will be used to continuously flush the screenings from the internal hopper directly into the Washing Compactor.
4. The addition of a rotating or static brush system to aid offloading will not be acceptable.

D. Screen Drive Mechanism

1. Each screen will have a maximum 1 hp, inverter duty electric motor suitable for a 460/3/60 supply and rated for a Class 1 Div. 2 environment. As a minimum, the motor will be TEFC with an IP55 enclosure rating and will conform to NEMA MG-1 requirements. The motor will be located outside of the screen covers and above the top of the channel.
2. The gear reducer shall be directly coupled to a heavy duty shaft machined from solid stainless steel round bar.
3. The drive shaft shall be supported on both ends by grease filled roller bearings. Separate grease-filled self-contained cartridge seals shall be mounted on drive shaft between bearings and frame to eliminate spray wash from entering bearings or gear reducer.
4. The continuous belt will be supported and rotated around heavy duty stainless steel sprockets located on the drive shaft in the head space of the screen.
5. These sprockets will have removable bolted-on lugs that transmit torque directly from the gear reducer to notches on the underside of the UHMWPE guide links. The drive shall be sized so that a minimum of four lugs are engaging guidelinks at all times. Driving forces shall be transmitted to areas located behind the screen's grid to prevent solids from contacting drive surfaces.
6. Chain driven systems or screens with wheels submerged in the wastewater are not acceptable.
7. Drive systems that use an external track and pinion to drive or push the band against grid weight supporting wear tracks will not be acceptable. Drive shall lift, and be capable of bearing, the full weight of the grid.

2.3 THE WASHING COMPACTOR WITH ENHANCED WASHING AND DEWATERING

- A. The main body will be the washing trough that will receive screenings and wash water directly from the discharge point of the screen.
- B. The washing trough will house the screw auger and provide a dedicated section to reduce organic content.
- C. The stainless steel drainage section will be slots with 3mm openings and be adjustable to maintain auger alignment. This drainage section shall be removable and easily replaceable in the field with no special tools. The flights of the screw may be fitted with a stiff nylon brush that will maintain contact with the drainage section, preventing blockages. The replaceable brushes will be supplied in pre-coiled lengths with stainless steel removable clamps.

- D. The AR400 hardened steel screw auger will sit in the washing trough. Washing compactors with shaftless screws are not acceptable as a shaft is required to support the flight and provide necessary torque and compaction. Screw auger will be primer coated to inhibit corrosion. Screw augers not made out of AR-400 hardened steel will not be acceptable.
- E. The auger will be a varied pitch screw aligned at the compaction end by AR400 hardened steel wear and anti-rotation bars designed to prevent the compacted screening from spinning within the compaction zone.
- F. The screw will rotate allowing wash water and free organic/fecal material finer than trough openings to escape and return to the plant flow. The wash water will flush the separated organic material through the drainage section in solution or as small particles.
- G. Washing of screenings shall be achieved through an enhanced washing module consisting of the following minimum requirements manufactured out of stainless steel:
 - 1. Variable pitch flight for separate screening transport through the wash, dewatering and compaction zones.
 - 2. Washing Module Zone
 - a. Flanged connections and a stainless steel orifice plate or nozzle
 - b. Hardened steel wear and anti-rotation bars
 - c. Separately controlled high pressure washing to sheer and break-up organic and fecal material for return to the channel.
 - d. Cleansing cycles moving the auger in forward and reverse direction are controlled through the main control panel and operator adjustable up to 9 cycles
 - 3. Dewatering and Compaction Zone
 - a. Stainless steel header feeding an external rinse shower
 - b. Hardened steel wear and anti-rotation bars
 - c. Full circumference perforations for dewatering and extrusion of organics and fecal material.
 - d. Attached drainage catch pan with a separate wash water supply to purge the area of accumulated solids
 - e. Removable covers for inspection access
- H. Washing compactors that do not have a separate washing and rinse/dewatering zones will not be accepted.
- I. The compacted screenings will be pushed through the compaction zone and pass through an elbow into an outlet chute. The outlet chute will provide for screening expansion and will elevate the dewatered screenings to discharge by gravity into a waste receptacle (by others).
- J. Each Washing Compactor will have a minimum 3 hp, inverter duty electric motor suitable for a 460/3/60 supply and rated for a Class 1 Div. 2 environment. As a minimum, the motor will be TEFC with an IP55 enclosure rating and will conform to NEMA MG-1 requirements.

2.4 SPARE PARTS - The manufacturer will supply the following spare parts, per screen supplied, with the equipment:

- A. Ten (10) hook links and elements spacers
- B. Two (2) grid axles
- C. Two (2) guide links
- D. Two (2) screen panels
- E. One (1) center support link
- F. One (1) brush for the screw
- G. One (1) set stainless steel nozzles

2.5 ACCESSORIES - The manufacturer will supply the following accessories, with the equipment:

- A. Two (2) 3/4" NEMA 4X brass solenoid valves
- B. Two (2) 2.0" wash water strainer
- C. Two (2) wash water pressure gauge
- D. One (1) Duplex booster pump skid
 - a. Each pump sized for 110GPM at a 60 PSI pressure boost
 - b. No interconnecting piping, valves or ancillary components

2.6 ELECTRICAL CONTROLS AND ANCILLARY COMPONENTS

- A. General Information - The manufacturer will supply two UL listed main control panel and four local control station that shall automatically control the equipment offered in this section.
- B. The Main Control Panel – NEMA 4X stainless steel enclosure for outdoor installation – Each control panel shall consist of the following components for each screening system:
 - 1 Enclosure, wall-mount with flooring kit, 3-point latch NEMA 4X, 304SS with sunshade
 - 1 Main disconnect breaker with operating handle
 - 1 Surge suppressor, 460 VAC
 - 1 Surge suppressor, 120 VAC
 - 1 Control power transformer
 - 1 ABB, ACS580 series VFD, 1 HP, 460VAC, with fuse protection (SCREEN DRIVE)
 - 1 NEMA size 0, reversing starter, 460VAC, with circuit breaker protection (COMPACTOR)
 - 1 NEMA size 0, starter, 460VAC, with circuit breaker protection (BOOSTER PUMP)
 - 1 Smart programmable relay with I/O as required
 - 1 Unmanaged ethernet Switch
 - 3 Elapsed time meter
 - 3 Timer relay
 - 1 IS relay
 - 1 Ground bar
 - 1 Panel heater
 - 1 Cooling fan
 - 1 Fiber Patch

LOT of pilot lights as required
LOT of control relays, terminal blocks, fuse blocks, wire duct, supplementary circuit protection, UL label as required.

C. I/O to SCADA

1. Screen Running
2. Screen E-Stop
3. Screen Failure
4. Upstream water level
5. Downstream water level
6. Screen Run Command
7. Compactor Running
8. Compactor Failure
9. High Level

D. Ancillary Control Components -

1. Float switch
2. Ultrasonic differential level system consisting of the following per screen:
 - a. Two (2) VEGA NEMA 4X/7 transducers
 - b. One (1) Enclosure 4X, Fiberglass, wall mount, with viewing window
 - c. One (1) VEGA MET 141 controller with display
3. Local Control Station – NEMA 7 – Two for screen and compactor – two for booster pump skid - Each local station panel shall consist of the following components:
 - a. NEMA 7 enclosure
 - b. Hand/Off/Auto switch for each motor
 - c. Forward/Off/Reverse switch for compactor motor
 - d. Emergency stop

Part 3 SURFACE PREPARATION AND PAINTING

- A. The majority of stainless steel materials, flanges and piping shall be pickled by means of a four tank system that is in accordance with ASTMs A380. This process is for quality control, removal of heat affected discoloration, surface treatment for corrosive environments and to provide a uniform finish to the stainless steel surfaces. Stainless steel components must be fully submerged in the tanks for complete coverage. Electro-chemical wanding is acceptable on weld finishes that cannot be submerged due to size. Sandblasting, pickling pastes and abrasive cleaners will not be accepted as forms of metal finishing. The drive and grid components do not require pickling.

Tank 1 – Detergent bath for the removal of soils, greases, oils and dirt

Tank 2 – Rinsing process to remove detergent and residual soils

Tank 3 – Two part acid solution for the removal of tightly adhere oxide films

Tank 4 – Final rinse process to remove all residual acid

The four-tank pickling process must be conducted in-house at the manufacturer's own ISO 9001 certified manufacturing facility. Any screening equipment providers who are unable to perform this process in-house are not acceptable.

- B. All ferrous surfaces (except stainless steel) shall be coated with a pre-primer, primer, and an exterior top coating, or fusion bonded polyester coating suitable for humid/wet environments for superior corrosion protection.
- C. Motor(s) and gearbox(s) shall be surface prepared to withstand humid/wet environments for superior corrosion protection.

Part 4 EXECUTION

4.1 WARRANTY - The Manufacturer of the equipment supplied under this specification shall provide a warranty for a period of twelve months commencing on acceptance and/or beneficial occupancy by the Owner but no later than 90 days from the date of shipment by the Manufacturer. The Manufacturer shall guarantee that the equipment furnished is suitable for the purpose intended and free from defects in design, materials and workmanship. In the event that the equipment fails to perform as specified the Manufacturer shall, at his option, promptly repair, modify or replace the defective equipment.

4.2 FACTORY TESTING

- A. The screening system and all components shall be factory assembled and tested for a minimum of 24 hours prior to shipment. The equipment shall be shipped fully assembled and shall be capable of being set in place and field erected by the Contractor with minimal field assembly.
- B. During the factory test period the screening system shall be adjusted as required assuring proper operation on completion of the field installation. The Manufacturer shall supply a certification of the completion of the factory testing of the assembled screening system and appurtenances and shall certify as to the equipment being in satisfactory operating condition at time of shipment. The Engineer and/or Owner may, at their own option and expense, witness the factory test.

4.3 DELIVERY AND STORAGE

- A. The screening system shall be appropriately crated and delivered to protect against damage during shipment.
- B. An authorized representative of the Contractor shall inspect the screens on delivery to the jobsite and shall report any damage or missing components to the Manufacturer and the Engineer within 72 hours of receipt of the shipment.

4.4 INSTALLATION - The installation of the equipment shall be as indicated on the drawings and in strict accordance with the Manufacturer's instructions and recommendations.

4.5 FIELD TESTS, ADJUSTMENTS AND COMMISSIONING

- A. The equipment shall be shipped completely factory assembled. Contractor shall verify all access dimensions, channel dimensions, and any interior building dimensions to ensure equipment may be installed as a factory assembled units.

- B. After completion of the installation, the equipment shall be inspected and certified by an authorized representative of the Manufacturer as being in compliance with the Manufacturer's recommendations and requirements. At such time as the Manufacturer has deemed the installation to be acceptable, the Manufacturer's authorized service representative shall make any required adjustments and shall start the equipment to assure proper operation.
- C. The Manufacturer's authorized representative shall provide instruction to the plant personnel as to the operation and maintenance of the equipment including commissioning, shut down, on-line operations, lubrication and preventative maintenance.
- D. Manufacturer shall state field service rates for a Service Engineer to Owner and Contractor. In the event that the field service time required by this section should not be sufficient to properly place the equipment into operation, and the requirement for additional time is beyond the manufacturer's responsibility, additional time shall be purchased by Contractor to correct deficiencies in installation, equipment, or material without additional cost to Owner.
- E. The Contractor shall include in his bid, the cost of the above referenced authorized service representative for a minimum of two (2) trips totaling four (4) eight hour days onsite to complete the certifications and training described in this specification section.

End of Section

Great White Center Flow Screen Equipment Sizing



Tel: 813-818-0777 Fax: 813-818-0770

Project: Port Orange, FL

Date: 4/19/2024

Rep: TSC - Jacobs - North

By: STM

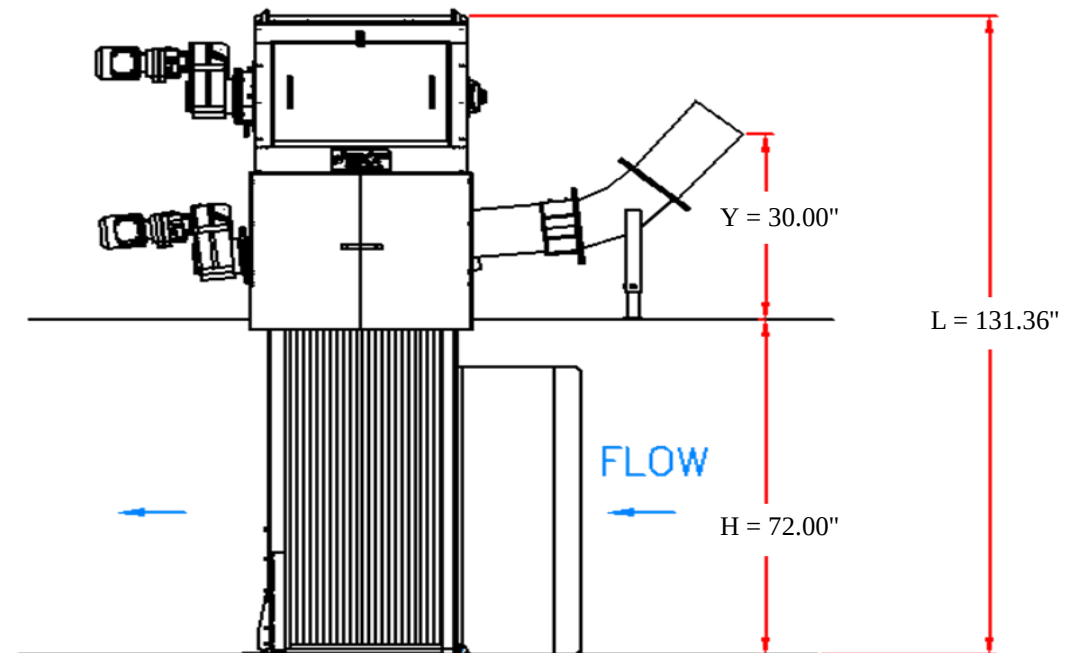
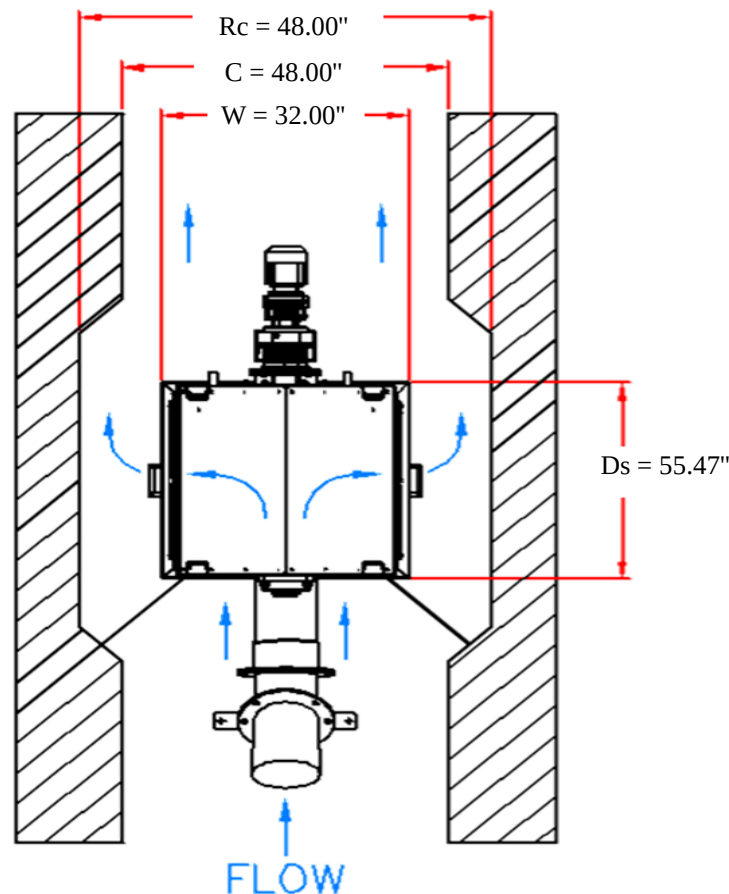
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Model # CF 32 - 55 - 131 - 3 - P

Channel Dimensions:		English Units	SI Units
C	Channel Width	48.00 in	1219 mm
H	Channel Height	72.00 in	1829 mm
Rc	Recess Width,	48.00 in	1219 mm
Rd	Channel Recess Depth	0.00 in	0 mm
TC	Height from Grade to Top of Channel	0.00 in	0 mm

Equipment Dimensions:		English Units	SI Units
L	Length of Screen	131.36 in	3337 mm
W	Width of Screen	32.00 in	813 mm
Ds	Depth of Screen	55.47 in	1409 mm
Y	Discharge Height from the Compactor	30.00 in	762 mm

Screen Grid Parameters:			
S	Grid Opening Spacing	3mm Perf UHMWPE	
Obs	Percent of Screen Obstructed	65 %	Hook Link 12 ga
OA _{eff} *	Effective Percent of Grid Opening	20.01 %	Straight Link 12 ga



NOTE: * Effective Percent of Grid Opening = Percent of Grid Opening at 3mm Opening $\times$ (1 - Proposed 65% of Screen Obstructed).

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Great White Center Flow Screen Hydraulic Performance



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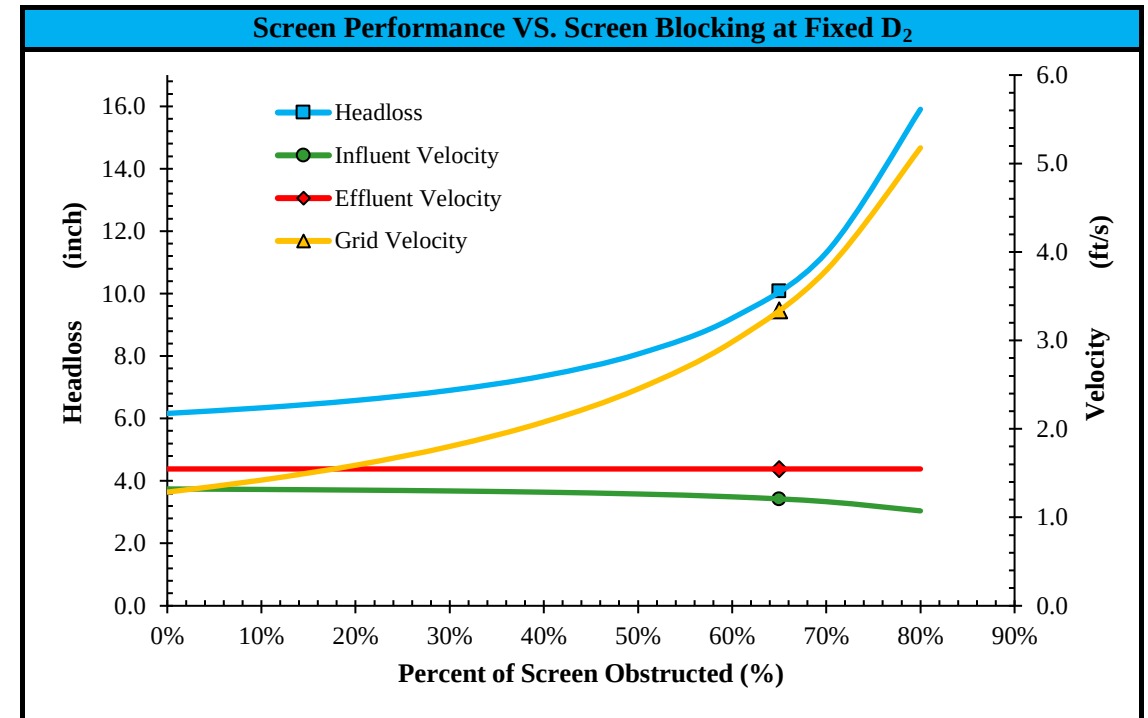
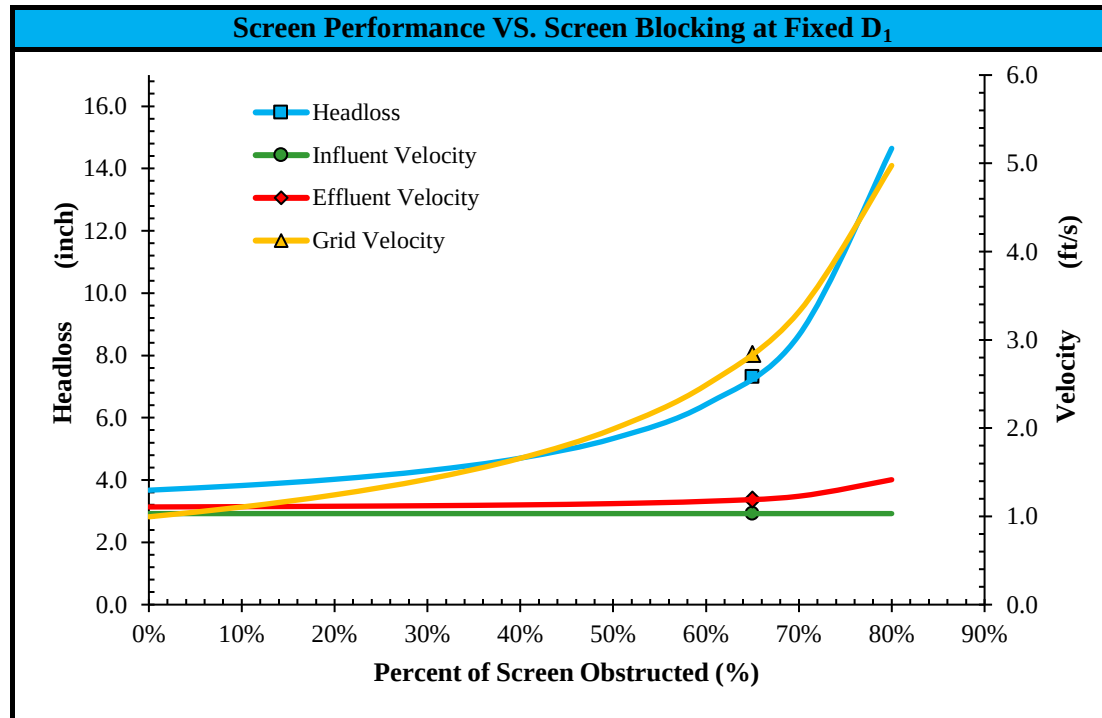
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Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	12.00 MGD	8333 gpm	526 L/s	45425 m ³ /d
D ₁	Upstream Water Depth	54.00 in		1372 mm	
D ₂	Downstream Water Depth	46.68 in		1186 mm	
ΔH	Total Headloss	7.32 in		186 mm	
F	Freeboard	18.00 in		457 mm	
V ₁	Influent Channel Velocity	1.03 ft/s		0.31 m/s	
V _T	Throat Velocity of Screen	2.76 ft/s		0.84 m/s	
V _G	Velocity Through Grid	2.84 ft/s		0.87 m/s	
V _{Re}	Recess Zone Velocity	2.85 ft/s		0.87 m/s	
V ₂	Effluent Channel Velocity	1.19 ft/s		0.36 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	12.00 MGD	8333 gpm	526 L/s	45425 m ³ /d
D ₁	Upstream Water Depth	46.09 in		1171 mm	
D ₂	Downstream Water Depth	36.00 in		914 mm	
ΔH	Total Headloss	10.09 in		256 mm	
F	Freeboard	25.91 in		658 mm	
V ₁	Influent Channel Velocity	1.21 ft/s		0.37 m/s	
V _T	Throat Velocity of Screen	3.33 ft/s		1.01 m/s	
V _G	Velocity Through Grid	3.34 ft/s		1.02 m/s	
V _{Re}	Recess Zone Velocity	3.58 ft/s		1.09 m/s	
V ₂	Effluent Channel Velocity	1.55 ft/s		0.47 m/s	



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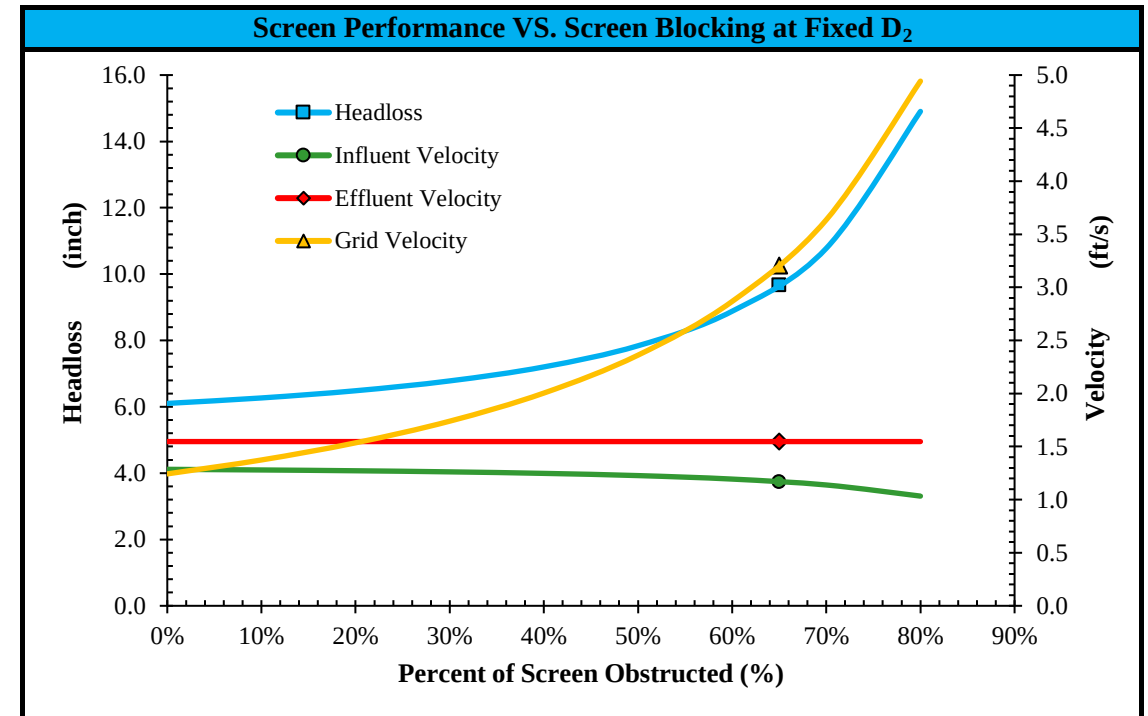
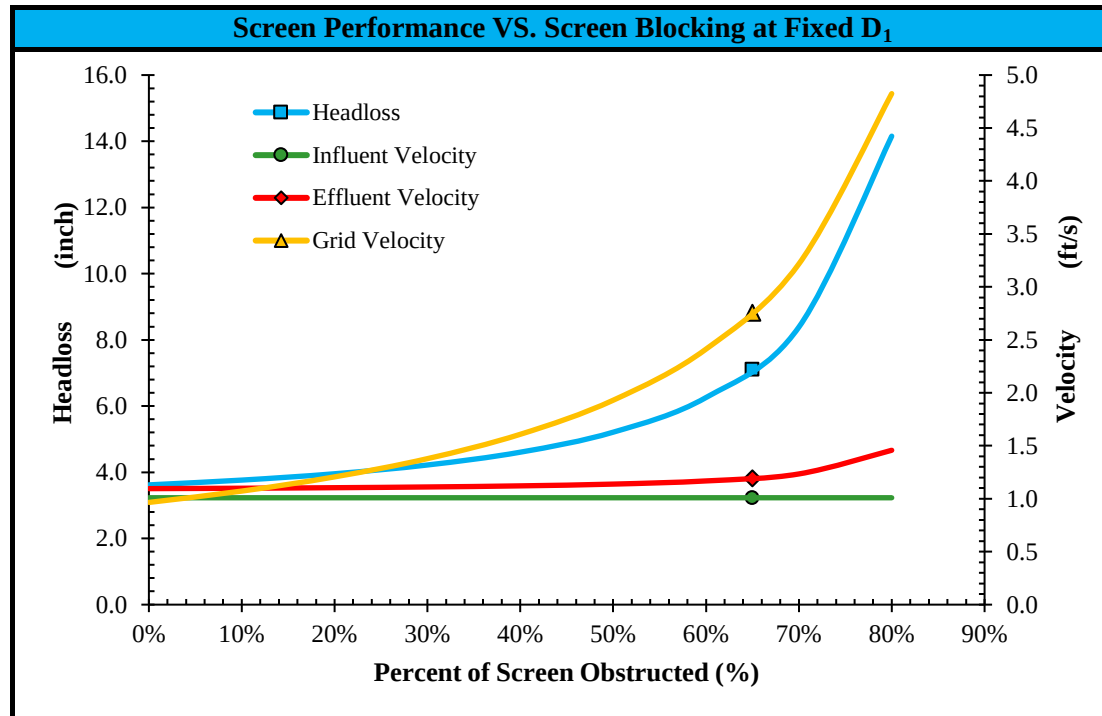
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Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	10.00 MGD	6944 gpm	438 L/s	37854 m ³ /d
D ₁	Upstream Water Depth	46.00 in		1168 mm	
D ₂	Downstream Water Depth	38.89 in		988 mm	
ΔH	Total Headloss	7.11 in		181 mm	
F	Freeboard	26.00 in		660 mm	
V ₁	Influent Channel Velocity	1.01 ft/s		0.31 m/s	
V _T	Throat Velocity of Screen	2.78 ft/s		0.85 m/s	
V _G	Velocity Through Grid	2.76 ft/s		0.84 m/s	
V _{Re}	Recess Zone Velocity	2.83 ft/s		0.86 m/s	
V ₂	Effluent Channel Velocity	1.19 ft/s		0.36 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	10.00 MGD	6944 gpm	438 L/s	37854 m ³ /d
D ₁	Upstream Water Depth	39.67 in		1008 mm	
D ₂	Downstream Water Depth	30.00 in		762 mm	
ΔH	Total Headloss	9.67 in		246 mm	
F	Freeboard	32.33 in		821 mm	
V ₁	Influent Channel Velocity	1.17 ft/s		0.36 m/s	
V _T	Throat Velocity of Screen	3.32 ft/s		1.01 m/s	
V _G	Velocity Through Grid	3.21 ft/s		0.98 m/s	
V _{Re}	Recess Zone Velocity	3.54 ft/s		1.08 m/s	
V ₂	Effluent Channel Velocity	1.55 ft/s		0.47 m/s	



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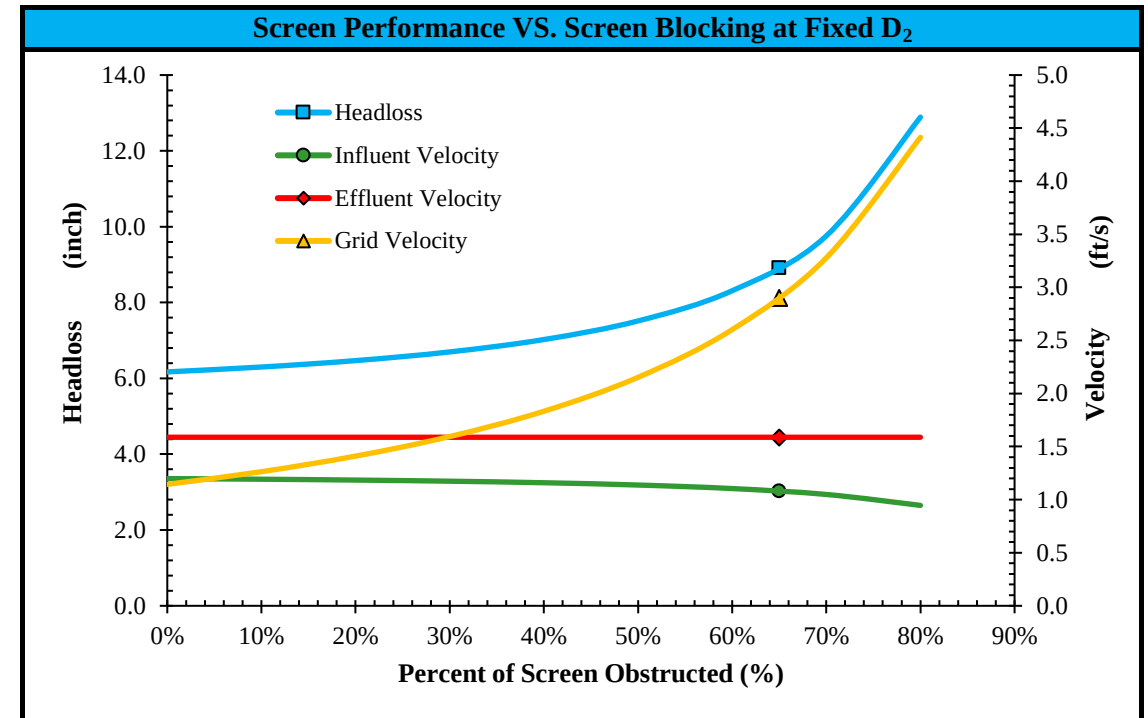
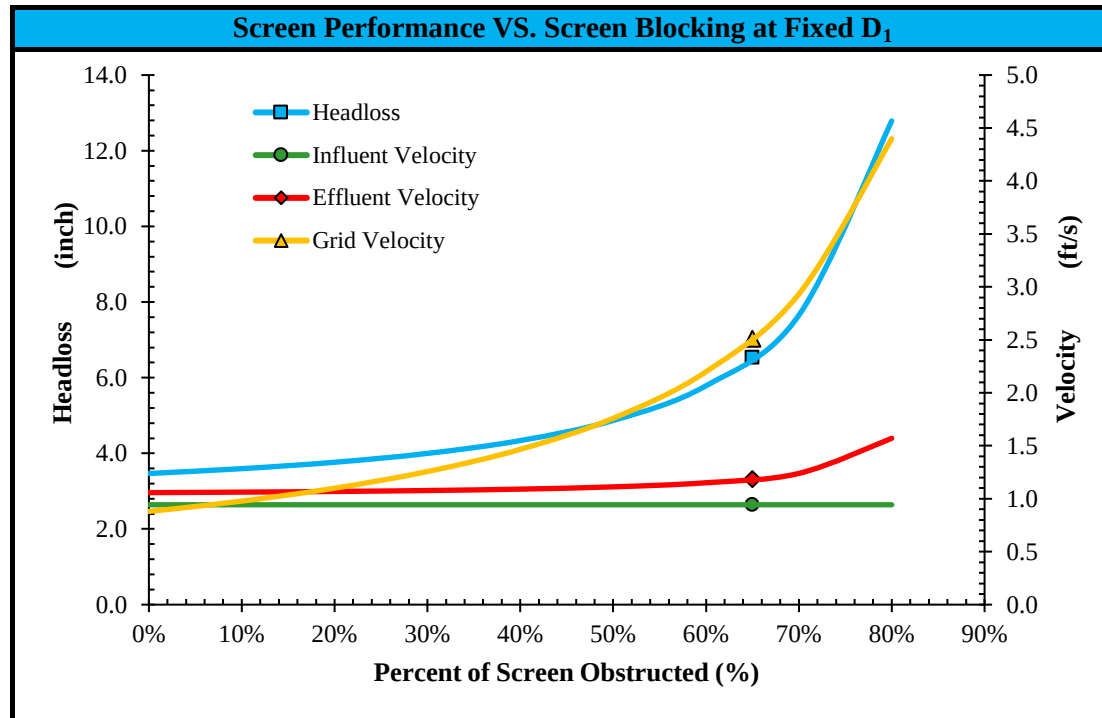
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Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	6.50 MGD	4514 gpm	285 L/s	24605 m ³ /d
D ₁	Upstream Water Depth	32.00 in		813 mm	
D ₂	Downstream Water Depth	25.47 in		647 mm	
ΔH	Total Headloss	6.53 in		166 mm	
F	Freeboard	40.00 in		1016 mm	
V ₁	Influent Channel Velocity	0.94 ft/s		0.29 m/s	
V _T	Throat Velocity of Screen	2.82 ft/s		0.86 m/s	
V _G	Velocity Through Grid	2.51 ft/s		0.77 m/s	
V _{Re}	Recess Zone Velocity	2.77 ft/s		0.84 m/s	
V ₂	Effluent Channel Velocity	1.18 ft/s		0.36 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	6.50 MGD	4514 gpm	285 L/s	24605 m ³ /d
D ₁	Upstream Water Depth	27.92 in		709 mm	
D ₂	Downstream Water Depth	19.00 in		483 mm	
ΔH	Total Headloss	8.92 in		227 mm	
F	Freeboard	44.08 in		1120 mm	
V ₁	Influent Channel Velocity	1.08 ft/s		0.33 m/s	
V _T	Throat Velocity of Screen	3.37 ft/s		1.03 m/s	
V _G	Velocity Through Grid	2.90 ft/s		0.88 m/s	
V _{Re}	Recess Zone Velocity	3.50 ft/s		1.07 m/s	
V ₂	Effluent Channel Velocity	1.59 ft/s		0.48 m/s	



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Great White Center Flow Screen Hydraulic Performance



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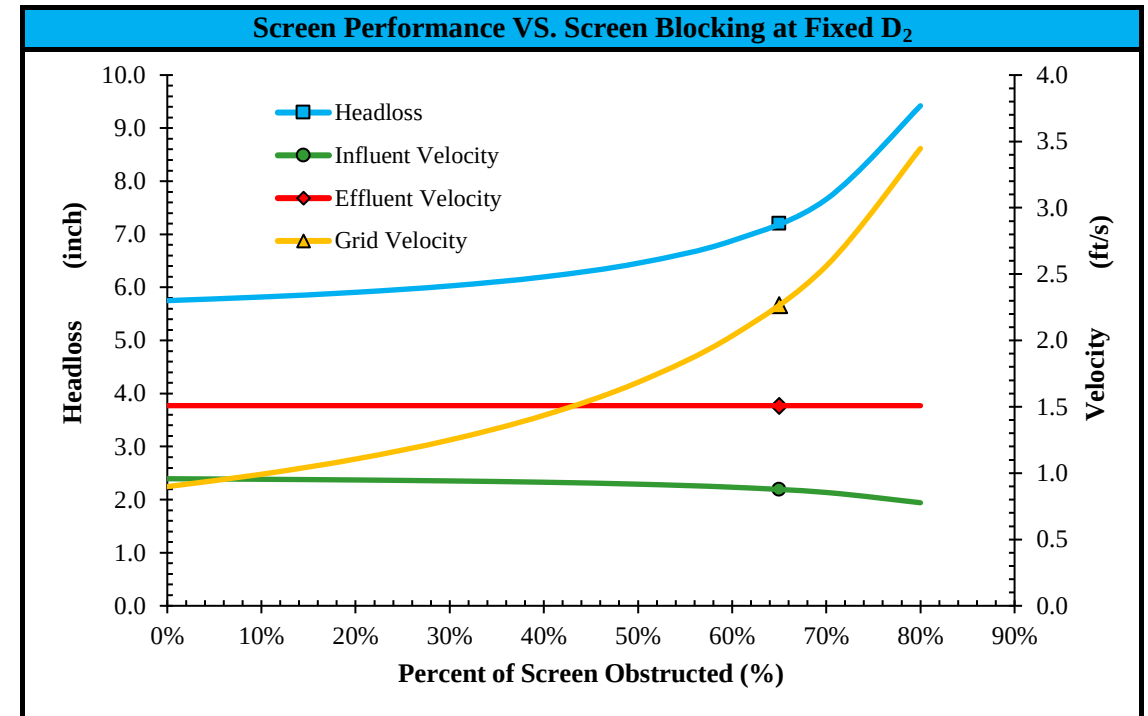
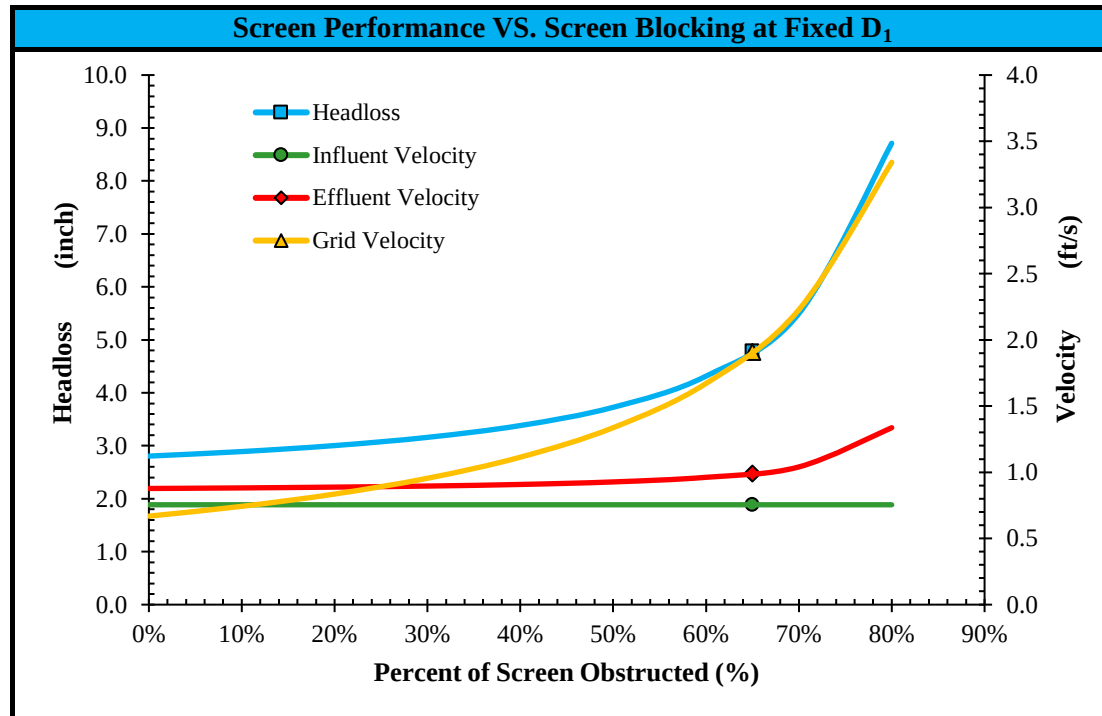
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Model # CF 32 - 55 - 131- 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	3.25 MGD	2257 gpm	142 L/s	12303 m ³ /d
D ₁	Upstream Water Depth	20.00 in		508 mm	
D ₂	Downstream Water Depth	15.21 in		386 mm	
ΔH	Total Headloss	4.79 in		122 mm	
F	Freeboard	52.00 in		1321 mm	
V ₁	Influent Channel Velocity	0.75 ft/s		0.23 m/s	
V _T	Throat Velocity of Screen	2.72 ft/s		0.83 m/s	
V _G	Velocity Through Grid	1.91 ft/s		0.58 m/s	
V _{Re}	Recess Zone Velocity	2.30 ft/s		0.70 m/s	
V ₂	Effluent Channel Velocity	0.99 ft/s		0.30 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	3.25 MGD	2257 gpm	142 L/s	12303 m ³ /d
D ₁	Upstream Water Depth	17.20 in		437 mm	
D ₂	Downstream Water Depth	10.00 in		254 mm	
ΔH	Total Headloss	7.20 in		183 mm	
F	Freeboard	54.80 in		1392 mm	
V ₁	Influent Channel Velocity	0.88 ft/s		0.27 m/s	
V _T	Throat Velocity of Screen	3.48 ft/s		1.06 m/s	
V _G	Velocity Through Grid	2.27 ft/s		0.69 m/s	
V _{Re}	Recess Zone Velocity	3.15 ft/s		0.96 m/s	
V ₂	Effluent Channel Velocity	1.51 ft/s		0.46 m/s	



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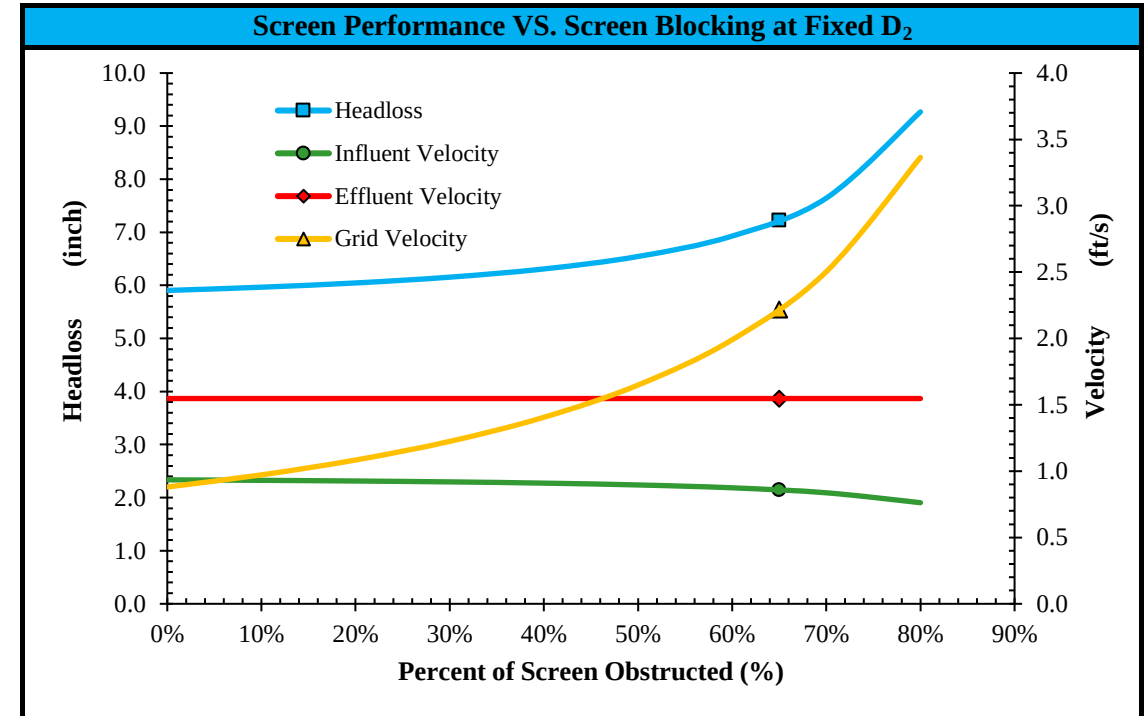
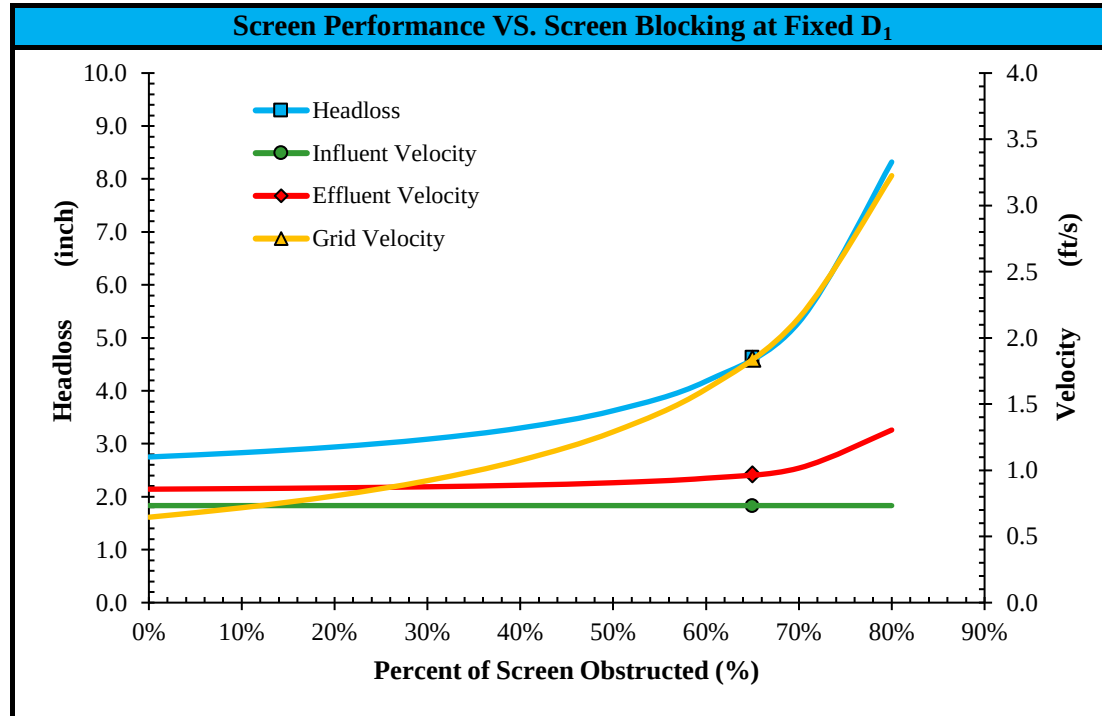
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Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	3.00 MGD	2083 gpm	131 L/s	11356 m ³ /d
D ₁	Upstream Water Depth	19.00 in		483 mm	
D ₂	Downstream Water Depth	14.37 in		365 mm	
ΔH	Total Headloss	4.63 in		118 mm	
F	Freeboard	53.00 in		1346 mm	
V ₁	Influent Channel Velocity	0.73 ft/s		0.22 m/s	
V _T	Throat Velocity of Screen	2.72 ft/s		0.83 m/s	
V _G	Velocity Through Grid	1.84 ft/s		0.56 m/s	
V _{Re}	Recess Zone Velocity	2.24 ft/s		0.68 m/s	
V ₂	Effluent Channel Velocity	0.97 ft/s		0.30 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	3.00 MGD	2083 gpm	131 L/s	11356 m ³ /d
D ₁	Upstream Water Depth	16.23 in		412 mm	
D ₂	Downstream Water Depth	9.00 in		229 mm	
ΔH	Total Headloss	7.23 in		184 mm	
F	Freeboard	55.77 in		1417 mm	
V ₁	Influent Channel Velocity	0.86 ft/s		0.26 m/s	
V _T	Throat Velocity of Screen	3.55 ft/s		1.08 m/s	
V _G	Velocity Through Grid	2.22 ft/s		0.68 m/s	
V _{Re}	Recess Zone Velocity	3.17 ft/s		0.97 m/s	
V ₂	Effluent Channel Velocity	1.55 ft/s		0.47 m/s	



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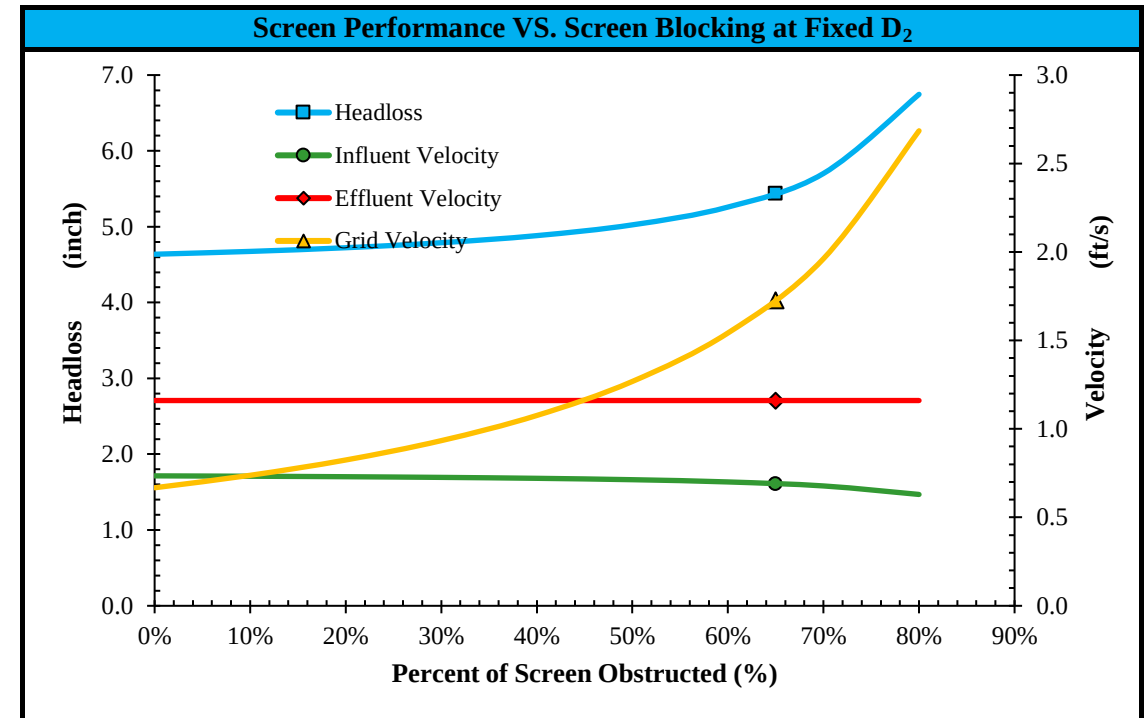
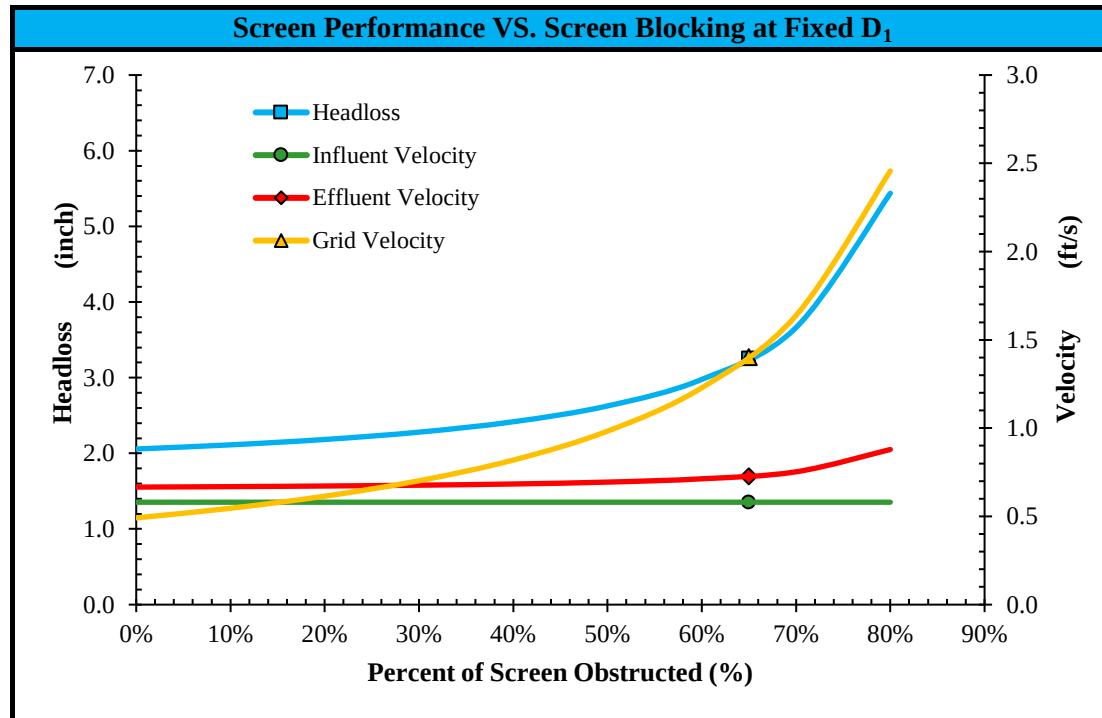
By: STM

Checked: JMB

Model # CF 32 - 55 - 131 - 3 - P

Fixed D ₁ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	2.00 MGD	1389 gpm	88 L/s	7571 m ³ /d
D ₁	Upstream Water Depth	16.00 in		406 mm	
D ₂	Downstream Water Depth	12.74 in		324 mm	
ΔH	Total Headloss	3.26 in		83 mm	
F	Freeboard	56.00 in		1422 mm	
V ₁	Influent Channel Velocity	0.58 ft/s		0.18 m/s	
V _T	Throat Velocity of Screen	2.43 ft/s		0.74 m/s	
V _G	Velocity Through Grid	1.40 ft/s		0.43 m/s	
V _{Re}	Recess Zone Velocity	1.72 ft/s		0.52 m/s	
V ₂	Effluent Channel Velocity	0.73 ft/s		0.22 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	2.00 MGD	1389 gpm	88 L/s	7571 m ³ /d
D ₁	Upstream Water Depth	13.44 in		341 mm	
D ₂	Downstream Water Depth	8.00 in		203 mm	
ΔH	Total Headloss	5.44 in		138 mm	
F	Freeboard	58.56 in		1487 mm	
V ₁	Influent Channel Velocity	0.69 ft/s		0.21 m/s	
V _T	Throat Velocity of Screen	3.41 ft/s		1.04 m/s	
V _G	Velocity Through Grid	1.73 ft/s		0.53 m/s	
V _{Re}	Recess Zone Velocity	2.50 ft/s		0.76 m/s	
V ₂	Effluent Channel Velocity	1.16 ft/s		0.35 m/s	



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Great White Center/Dual Flow Screen

Highest Screenings Capture Ratio Available

- Independently certified¹ highest SCR water/wastewater screen
93.25% with 2mm opening
84% with 6mm opening
- Continuous band screen design eliminates bypass and carryover
- Excellent sensitive process and membrane protection
- Proprietary design features easily capture and offload screenings including rags and stringy material
- All T304 or T316 stainless steel fabrication

About the Great White Center/Dual Flow Screen

The Great White Shark is an apex predator that rules almost every body of water around the world. Like the Great White, our Center/Dual Flow Screen is designed and manufactured at the pinnacle of quality and dominates application environments.

The Great White Center/Dual Flow continuous band screen is designed to handle low-to-high flows and has been independently¹ certified to have the highest screenings capture ratio of all band screens on the market. Dual spray wash, patented grid design, proprietary sealing system and UHMWPE guide links make this an exceptional product for the filtering and offloading of water and wastewater screenings.



¹ UK Water Industry Research in National Screen Evaluation Facility Inlet Screen Evaluation Comparative Report (1999-2011)

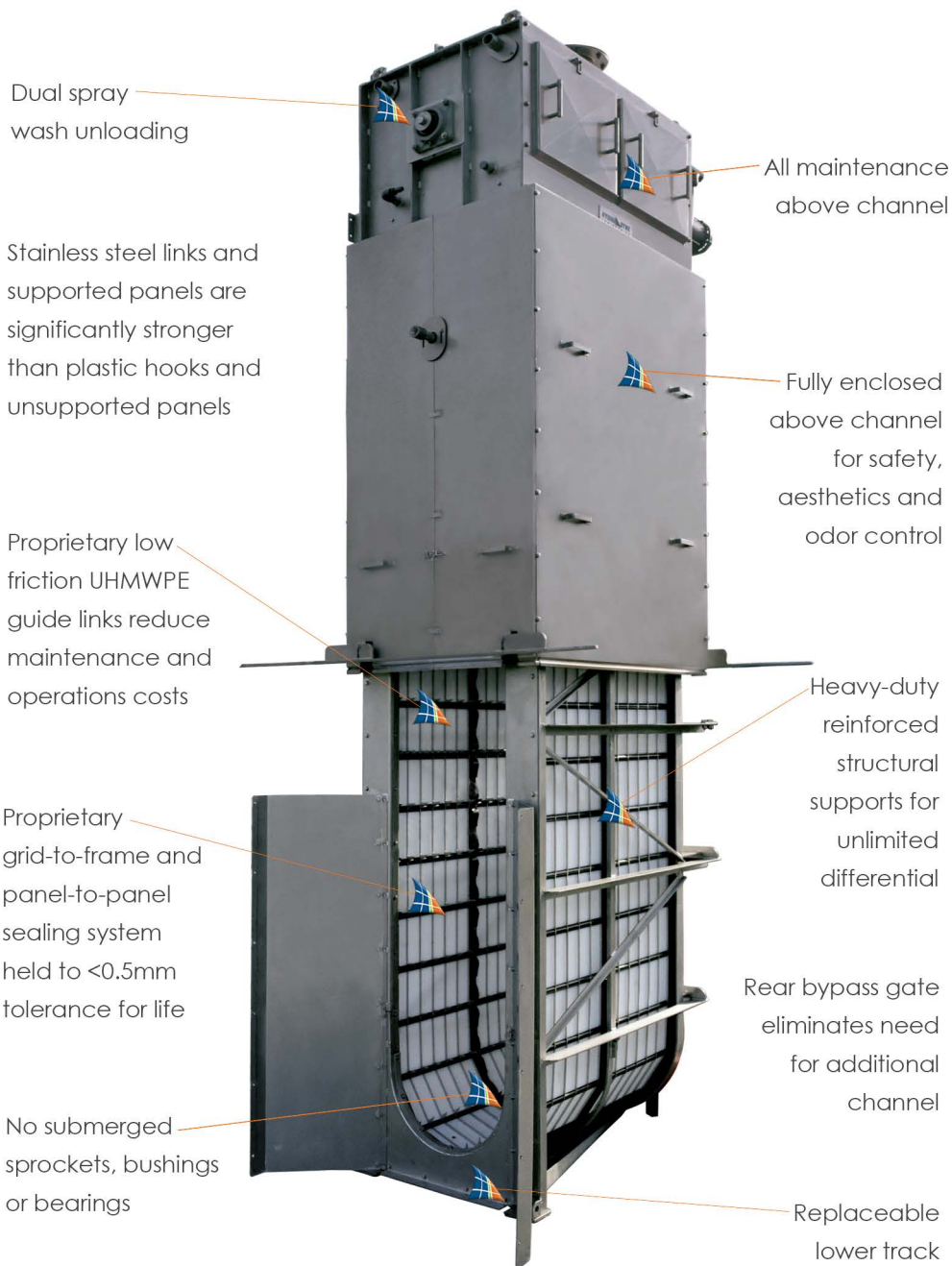
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ENGINEERING
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At-a-glance

models

Center Flow (center entrance/side exit)
Dual Flow (side entrance/rear exit)

grid opening range

0.5-25mm

flow capacity

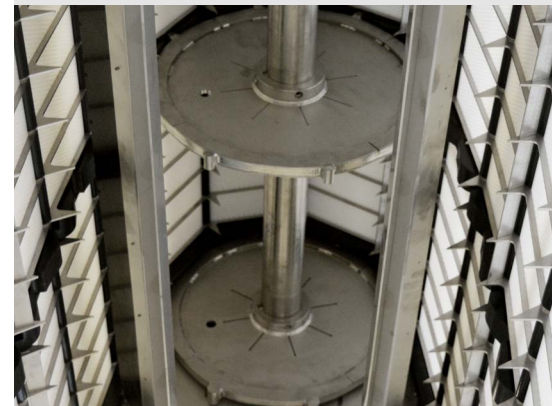
0.1mgd (5 L/s) to 125+mgd (5,500+ L/s)

grid types

Stainless steel laced link
Stainless steel wire mesh
Stainless steel perforated panel
UHMWPE perforated panel

Patented Drive Features

- Grid does not contact drive or unloading mechanism
- Direct drive uses no chains or sprockets
- Fully supports grid for negligible wear
- Fractional hp requirements



Optional Equipment

- Specialty stainless steel construction
- Cold weather/freeze protection
- Basic to sophisticated automation controls
- Sectional construction for restricted area assembly
- Integrated screenings handling equipment
- Electric, hydraulic or explosion-proof drives



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Coarse Screens | Fine Screens | Screenings Handling | Grit Removal Equipment

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Designed to Protect. Built to Perform.™



Whitetip Shark Washing Compactors

Robust, High Performing Design to Meet Your Application Needs

- Multiple models and options to suit individual applications
- Designed to collect, dewater, condition, compact and transport screenings from any screen, launder/sludge or conveyor to any waste disposal drop point
- Weight reduction up to 80%
- Screening volume reduction up to 85%
- Organic removal up to 95%
- Dewatered screenings dry solids content up to 40% (depending on material to be dewatered)
- Screenings meet strict landfill requirements (EPA 9095 Paint Filter Test)
- All T304 or T316 stainless steel fabrication
- Heavy duty AR400 Auger for long wear life and ability to crush large objects
- Standard screw diameters: 6", 8", 10", 12", 16" and 20"



Whitetip Shark Family of Washing Compactors

The Whitetip Shark is a fierce but slow-moving shark, notable for its long, rounded fins which feature an iconic white tip. Hydro-Dyne's family of Whitetip Shark Washing Compactors thoroughly wash and compact screenings to produce the clean, compact white screening plugs they are known for by efficiently returning organics to the channel. Every compactor is custom-designed for individual applications, taking into account the type of flow and solids collected. Multiple models are available to ensure organic material is returned to the treatment plant's process and inorganic materials are separated, cleaned and dewatered in the most effective and efficient way possible. Stainless steel construction with a hardened alloy auger provides an enduring solution to exceed performance and disposal requirements.



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Whitetip Shark Washing Compactor

The Whitetip Shark Washing Compactor features screenings drainage and compaction zones. Stainless steel flights and anti-rotation bars improve compaction and provide reliable equipment performance and life.

 Drainage/Washing

 Compaction



Whitetip Shark with Enhanced Dewatering

The Whitetip Shark Washing Compactor with Enhanced Dewatering features screenings drainage and rinse/compaction zones. Hardened Alloy screw and AR-400 flights greatly improve compaction and equipment reliability in harsh environments.

 Drainage/Washing

 Rinse/Dewatering

 Compaction

Whitetip Shark with Enhanced Wash/Dewatering

Up to 80% decrease in the total weight of solids output and up to 90% organic removal is achieved by this model with the addition of a washing zone and additional wash cycle. Operation includes a reversing function to the auger and timers so that the screened material is aggressively agitated during a longer wash cycle. Organic material is further broken down and washed back into the system through the drain. Rinse/Dewatering zone thoroughly rinses and compacts captured screenings.

 Drainage/Washing

 Enhanced Washing

 Rinse/Dewatering

 Compaction

Optional Equipment

- Basic rinsing to thorough washing
- Integrated models located within screens
- External models fed via sluice or conveyor
- Trough types: perforated, slotted, wedgewire
- Shafted or shaftless flight
- Electric or hydraulic drive
- Cold weather/freeze protection

Discharge Options

- Dual Bearing: Dewatering
- Reduction Flange: Dewatering and some compaction
- Hinged Gate: Dewatering and compaction
- Press Elbow: Maximum dewater and compaction plus elevation

Screenings Collection Options

- Screenings collection bagging system
- Self-leveling bins
- Stainless steel discharge chute
- Lay flat hose or flexible pipe



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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/6/2024

SUBJECT: (D7c) Approval of First Amendment to Wrecker Service Agreement with J&A Balboa Enterprises, Inc. d/b/a Arrow Service & Towing

DEPARTMENT: Police Services

GOAL: 1 Public Safety

RECOMMENDED MOTION: Move to approve the First Amendment to the Wrecker Services Agreement with J&A Balboa Enterprises, Inc. d/b/a Arrow Service & Towing and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The City entered into a contract for Wrecker Services with J&A Balboa Enterprises, Inc. d/b/a Arrow Service & Towing on May 4, 2021. The agreement is currently in its third and final twelve-month renewal period. Florida House Bill 179 was passed by the Legislature and signed by the Governor with an effective date of July 1, 2024. This bill implements substantive changes to Florida's towing regulations, necessitating the need to amend the current agreement to comply with the new regulatory framework which addresses the following:

- On-call availability after hours and on holidays
- List of authorized individuals who may access vehicles in storage
- Response times
- Limit on number of days police can place hold on stored vehicles
- Acceptable forms of payment
- Acceptable proof of ownership or other interest in the vehicle
- Posting charges and maintain rate sheets upon request
- Itemized billing statements
- Mandatory record keeping retention period

There is no cost to the city regarding these changes.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	FIRST AMENDMENT TO WRECKER SERVICE AGREEMENT	FIRST AMENDMENT TO WRECKER SERVICE AGREEMENT.pdf
----	--	--

Eric Fisher	Created/Initiated - 7/11/2024
Manuel Marino	Approved - 7/12/2024
John McKinney	Approved - 7/16/2024
Matthew Jones	Approved - 7/23/2024
Wayne Clark	Approved - 7/26/2024
Tracee Cody	Final Approval - 7/29/2024

FIRST AMENDMENT TO WRECKER SERVICE AGREEMENT

This First Amendment to Wrecker Service Agreement (this "Amendment") is made effective July 1, 2024, irrespective of the date of execution, by and between the City of Port Orange, a municipal corporation, with its principal address at 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and J&A Balboa Enterprises, Inc. d/b/a Arrow Service & Towing, a Florida corporation, located at 541 Carswell Avenue, Holly Hill, Florida 32117 (the "Towing Company"), in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below:

WHEREAS, the parties entered into a Wrecker Service Agreement on May 4, 2021, which has been extended for a third, and final, consecutive twelve-month term beginning on May 10, 2024 and ending on May 9, 2025 (the "Agreement"); and

WHEREAS, Florida House Bill 179 was passed by the Legislature and signed by the Governor with an effective date of July 1, 2024, implementing substantive changes to Florida's towing regulations; and

WHEREAS, an amendment to the Agreement is necessary to comply with this new regulatory framework.

NOW, THEREFORE, this First Amendment to Wrecker Service Agreement is entered into by the parties modifying the Agreement as follows:

1. Section 7.c. of the Agreement is hereby amended to read as follows:

The Towing Company shall have an employee on duty at said storage facility from 8:00 A.M. to 6:00 P.M. Monday through Friday, excluding legal holidays and shall have an employee available on-call for Police Department access to said facility or to facilitate the redemption or inspection of a vehicle by its owner, lienholder, insurance company representative, or their agent after-hours and on holidays. The Towing Company shall prominently post a sign indicating a telephone number where the operator of the site can be reached at all times. Upon receipt of a telephoned request from the owner, lienholder, insurance company representative, or their agent to open the site to redeem a vehicle or the personal property therein, the Towing Company shall return to the site within one hour for redemption of the vehicle or return of personal property therein. Upon payment of the authorized towing and storage fees, the vehicle shall be released to the owner or authorized representative immediately whenever possible, but in no event more than 30 minutes after an acceptable method of payment is made. The Towing Company must release to the renter of a rental vehicle or vessel all personal property belonging to the renter which is not affixed to the rental vehicle or vessel within one hour after the renter's arrival.

2. Section 7.f. of the Agreement is hereby amended to read as follows:

Vehicles that have been marked "HOLD" for investigative or forfeiture purposes by the Police Department shall be held at the storage facility at no charge to the City for up to 5 days, excluding weekends and holidays, unless an extension is authorized in writing, to properly process the vehicle and finish the investigation. If the hold is to continue beyond 5 days, excluding holidays and weekends, the Police Department may request the vehicle be removed to its designated impound lot, in which event the Police Department will not release the vehicle to the owner or lienholder of the vehicle until proof of payment of the towing and storage charges incurred by the Towing Company is presented to the Police Department. If the Police Department chooses to have the vehicle remain at the Towing Company's storage facility beyond 5 days, excluding holidays and weekends, pursuant to the written notification, the Police Department is responsible for payment of the storage charges incurred by the Towing Company for the requested extended period. The owner or lienholder is responsible for payment of accrued towing and storage charges for the first 5 days, excluding holidays and weekends, or any period less than the first 5 days, excluding holidays and weekends, when the Police Department either moves the vehicle from the Towing Company's storage facility to a designated impound lot or provides written notification to extend the hold on the vehicle prior to the expiration of the 5 days, excluding holidays and weekends. Personnel of the Police Department shall be permitted access to such vehicles at any time. Vehicles marked "HOLD" shall be secured and stored in locked enclosed areas with no access by any person except as authorized by the Police Department. The Towing Company shall maintain comprehensive security to protect all stored vehicles and their contents from theft and damage. At such time the City releases the "HOLD", storage fees may begin to accrue against the owner of the vehicle.

3. Section 7.i. of the Agreement is hereby added to the Agreement and shall read as follows:
- i. Acceptable forms of payment shall include any two of the following groupings:
 - 1. Cash, cashier's check, money order, or traveler's check;
 - 2. Bank, debit, or credit card; or
 - 3. Mobile payment service, digital wallet or other.

4. Section 14 of the Agreement is hereby amended to read as follows:

Release of Vehicle

- a. The Towing Company must accept an original or a copy of any of the

following documents as evidence of a person's interest in a vehicle or vessel:

- (1) An electronic title;
- (2) A paper title;
- (3) A contract between a lender and the owner of the vehicle or vessel;
- (4) A contract between the lessor and the lessee of the vehicle or vessel;
- (5) Credentials establishing the person as an employee or contract agent of an insurance company along with documentation identifying the vehicle by the vehicle identification number or vessel by the hull identification number; or
- (6) A written agreement evidencing that the person is an agent of the vehicle or vessel owner or lienholder.

b. Presenting one form of current government-issued photo identification constitutes sufficient identity for verification purposes under this Agreement

c. The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, lienholder, insurance company representative, or their agent. Any vehicle that has been marked "HOLD" by the Port Orange Police Department cannot be released without prior written authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall obtain a receipt for the vehicle. The Towing Company shall deliver to the **Port Orange Police Department, 4545 Clyde Morris Boulevard, Port Orange, FL 32129** by 9:00 a.m. daily a report of all vehicles released the previous day. The Towing Company shall be required to make the vehicle available for release by either allowing the owner, lienholder, insurance company representative, or their agent to enter the storage lot to retrieve the vehicle or towing the vehicle from its current location to the front gate of the storage lot where the owner or person entitled to possession may take possession of the vehicle. The Towing Company shall not charge the person entitled to possession for retrieving the subject vehicle from the lot or "setting out" the vehicle at the gate of the storage lot or for any other service that may be incidental to releasing said vehicle to the owner, lienholder, insurance company representative, or their agent. This does not prohibit the Towing Company from negotiating a consensual tow to a property other than the Towing Company's storage lot at the request of the owner, lienholder, insurance company representative, or their agent. However, if the person entitled to possession would prefer to have a different towing company provide said service, the Towing Company shall not charge any fee related to releasing the vehicle to another towing company.

5. Section 15 of the Agreement is hereby amended to read as follows:

Posting Charges and Rate Sheets

- a. The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public with one-inch black lettering on a white background, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed the legal maximum rate established for the City of Port Orange.
- b. The Towing Company must maintain a rate sheet listing all fees for, or incidental to, the recovery, removal, or storage of a vehicle or vessel and must do all of the following:
 1. Make the rate sheet available upon request by the vehicle or vessel owner, lienholder, insurance company, or their agent.
 2. Before attaching a vehicle or vessel to a wrecker, furnish the rate sheet to the owner or operator of the vehicle or vessel, if the owner or operator is present at the scene of the disabled vehicle or vessel.

6. Section 16 of the Agreement is hereby amended to read as follows:

- a. Should any owner, lienholder, insurance company, or their agent or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner, lienholder, insurance company, or their agent or such person offering evidence of title and right to possession with an itemized statement of all charges related to the towing and storage of such vehicle. Such statement shall be provided free of charge.
- b. An itemized statement must be produced and be available to the vehicle or vessel owner, lienholder, insurance company, or their agent no later than one business day after:
 - i. The tow is completed; or
 - ii. The towing-storage operator has obtained all necessary information to be included on the invoice, including any charges submitted by subcontractors used by the towing-storage operator to complete the tow and recovery.
- c. The itemized statement shall include, at a minimum a detailed description of the work performed and/or services provided by the Towing Company including the following:
 - i. The date and time the vehicle or vessel was towed and subsequently released from storage;
 - ii. The location to which the vehicle or vessel was towed;

- iii. The name, address, and telephone number of the towing-storage operator;
 - iv. A description of the towed vehicle or vessel, including the color, make, model, model year, and vehicle identification number of the vehicle or hull identification number of the vessel;
 - v. The license plate number and state of registration for the towed vehicle or vessel;
 - vi. The cost of the initial towing service;
 - vii. The cost of any storage fees, expressed as a daily rate;
 - viii. Other fees, including administrative fees, vehicle or vessel search fees, fees for hazardous material and nonhazardous material cleanup, and fees for labor; and
 - ix. A list of the services that were performed under a warranty or that were otherwise performed at no cost to the owner of the vehicle or vessel.
- d. The City shall periodically audit Towing Company billing to ensure compliance with this Agreement. During any twelve (12) month period, failure by the Towing Company to provide itemized billing statements in accordance with this section shall result in a progressive liquidated damages charge (for the City's estimated costs to process and resolve billing discrepancies) and up to termination, as follows:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense	Suspension and up to termination

7. Section 19 of the Agreement is hereby amended to read as follows:

Records, Books and Payment

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to services provided under this Agreement. All records shall be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company shall be submitted to the Office of the City Finance Director on the first day of each month for the duration of this Agreement. Copies of all Towing Company paid invoices for services provided each month as a result of this Agreement shall be submitted to the City on or before the 15th day following the end of the month in which such services were provided. Such invoices may be provided in the form of a computer printout, or in an electronic format approved by the Finance Director, and shall contain the information set forth in Subsection 19.a.(1) below.

a. The Towing Company shall maintain for (3) years following the towing of any vehicle towed under authority of a representative of the City, the following records of such tow:

- i. Call date and time, dispatch time, arrival time, hooked, dropped and cleared time, where the vehicle was towed from; the date and time towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date and time the vehicle was released or disposed of; and all correspondence and documents sent or received concerning said vehicle, as required by this Agreement; and
- ii. All notice publications and certified mailings, the purchase price of any unclaimed vehicle or vessel sold, the names and addresses of persons to which vehicles or vessels were released, the names and addresses of vehicle or vessel purchasers, all fees imposed under s. 713.78, F.S.

8. All terms and conditions set forth in the Agreement that are not expressly amendment by this First Amendment to Wrecker Service Agreement shall remain in full force and effect. In the event of conflict between the terms and conditions in this First Amendment to Wrecker Service Agreement and the Agreement, the terms and conditions of this First Amendment to Wrecker Service Agreement shall control.

Witnesses:

Joseph Civala
Printed

Name: Joseph Civala

Cadey Azzarelli
Printed

Name: Cadey Azzarelli

TOWING COMPANY

Arrow Service + Towing

By: A. Balboa

Printed name/Title: Amanda Balboa - operations

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

Date:

7-11-24

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/6/2024

SUBJECT: (D8) Approval of Coastal Crisis Negotiations Team (CCNT) Mutual Aid Agreement

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the Coastal Crisis Negotiations Team (CCNT) Mutual Aid Agreement.

SUMMARY: In 2021, the Cities of Port Orange, Daytona Beach Shores, Edgewater, New Smyrna Beach, and South Daytona (collectively referred to herein as the “Cities”) formed the Southeast Volusia Regional (SEVR) SWAT Team by entering into a Mutual Aid Agreement (MAA) to share specific law enforcement services and resources. In 2023, the City of Ormond Beach was added through an amended MAA. Until that point, Crisis Negotiations/Negotiators were covered as part of the SEVR SWAT Team MAA. While crisis negotiations remain a critical component of SEVR SWAT operations, the realization that Crisis Negotiators were increasingly being requested to respond to critical incidents not related to SWAT operations led to a decision to create a separate MAA to allow for such responses. Therefore, the Cities of Port Orange, Daytona Beach Shores, Edgewater, New Smyrna Beach, Ormond Beach, South Daytona and Holly Hill desire to form a joint crisis negotiations team known as the Coastal Crisis Negotiations Team (CCNT) consisting of highly dedicated law enforcement personnel from each of the participating cities. Members of CCNT possess special skills, training, and equipment to respond to exceptional situations, circumstances, and events requiring action by the team.

The CCNT Mutual Aid Agreement allows the Cities to adequately respond to: (1) Intensive law enforcement situations including, but not limited to, emergencies as defined in Section 252.34, Florida Statutes; and (2) Exceptional situations, circumstances and events requiring personnel with special skills, training and equipment. The Cities have the authority under Section 23.12 through Section 23.127, et seq., Florida Statutes, the “Florida Mutual Aid Act,” to enter into a combined mutual aid agreement for law enforcement service which: (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Section 252.34, Florida Statutes; and (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

The attached Mutual Aid Agreement has been reviewed and executed by all the partnering agencies and is awaiting final approval by the City of Port Orange. This item

has no budgetary impact as the POPD Crisis Negotiations program is already accounted for in the FY24/FY25 budget.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	CCNT Mutual Aid Agreement Packet - Complete with Signatures	CCNT Mutual Aid Agreement Packet - Complete with Signatures.pdf
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Tracee Cody	Created/Initiated - 6/11/2024
Manuel Marino	Approved - 7/12/2024
John McKinney	Approved - 7/16/2024
Matthew Jones	Approved - 7/23/2024
Wayne Clark	Approved - 7/26/2024
Tracee Cody	Final Approval - 7/29/2024

**COASTAL CRISIS NEGOTIATIONS TEAM (CCNT) MUTUAL AID AGREEMENT BETWEEN
THE CITIES OF PORT ORANGE, DAYTONA BEACH SHORES, EDGEWATER, NEW
SMYRNA BEACH, ORMOND BEACH, HOLLY HILL AND SOUTH DAYTONA**

WITNESSETH

Whereas, the Cities of Port Orange, Daytona Beach Shores, Edgewater, New Smyrna Beach, Ormond Beach, Holly Hill and South Daytona (collectively referred to herein as the "Cities") are so located in relation to each other that it is to the advantage of each to share specific law enforcement services and resources to adequately respond to:

- (1) Intensive law enforcement situations including, but not limited to, emergencies as defined in Section 252.34, *Florida Statutes*; and
- (2) Exceptional situations, circumstances and events requiring personnel with special skills, training and equipment.

; and

Whereas, the Cities have the authority under Section 23.12 through Section 23.127, et seq., *Florida Statutes*, the "*Florida Mutual Aid Act*," to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Section 252.34, *Florida Statutes*; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

; and

Whereas, the Cities desire to form a Joint Crisis Negotiations Team (known as the Coastal Crisis Negotiations Team "CCNT"), and hereafter referred to as "the Team", consisting of highly dedicated law enforcement personnel from each of the Cities with special skills, training and equipment to respond to exceptional situations, circumstances, and events requiring action by the Team.

NOW, THEREFORE, the Cities agree as follows:

SECTION 1. DEFINITIONS:

Incident Commander: The Chief of Police, or their designee, of the jurisdiction in which an incident requiring emergency response is occurring.

CCNT: The Team is made up of a group of Team Members who are specially trained, equipped and readily available to respond to high risk/critical incidents requiring crisis intervention or negotiation efforts that are beyond the scope and training of law enforcement

personnel generally assigned to routine patrol or law enforcement functions. Team Members shall, when acting in the capacity of the Team, be under the direct supervision of the Team Commander. The Team supports each of the Cities with a response to critical incidents requiring crisis intervention or negotiations. High risk/critical incidents requiring crisis intervention or negotiations include, but are not limited to:

- (a) Barricaded subjects and/or hostage negotiations and rescues.
- (b) Terrorist acts involving barricaded subjects and/or hostages.
- (c) Suicide threats.
- (d) Active assailants
- (e) Civil unrest events
- (f) Any other situations where lives are endangered and negotiations may resolve the incident without injury to those involved.

The primary responsibility of the Team is to provide a systematic approach to saving lives. As such, the specific circumstances will dictate the negotiations necessary to adequately protect the public and the Team Members involved. Resolution of some incidents may require the intervention and specific application of various levels of force by the associated regional SWAT Team Members up to, and including, lethal force.

Team Commander: A Team Member designated by a majority vote of each of the Chiefs of Police for the Cities, to act as the Team Commander. The Team Commander is accountable for effectively directing, controlling, and coordinating the operational duties and related administrative tasks of the Team. During an unusual occurrence or high-risk incident, the Team Commander shall report directly to the Chief of Police, or designee, within the jurisdiction in which the Team is conducting an operation. The Team Commander shall maintain direct supervision of operational activities of Team Members.

Team Leaders: Members of the Team designated by the Team Commander to act as Team Leader. The Team Leader shall act as the Team's Commander in the absence of the Team Commander. The Team Leader shall, in concert with the Team Commander, establish a response plan for each activation of the Team and be responsible for the supervision and deployment of Team Members.

Team Member: A sworn officer trained in Hostage Negotiations, as well as additional courses of instruction as they become available to enhance their capabilities. Only members assigned to the Team by their respective Chief of Police shall be eligible to serve on the Team as a Team Member. Team Members will be assigned a specific duty/task and/or responsibility by the Team Commander or Team Leader at the scene of each activation of the Team.

SECTION 2. PROVISIONS FOR OPERATIONAL ASSISTANCE:

- (a) The Cities hereby approve and enter into this Agreement whereby each of the Cities agrees to contribute the personnel, equipment, facilities and resources necessary for the Team to perform the functions agreed upon by the Cities and outlined in this Agreement. If one of the Cities is experiencing a law enforcement issue within the scope of the Team's expertise, that city may call upon the Team for assistance.
- (b) Each of the Cities will maintain a consistent policy and procedure directive as it relates to the requirements, operation, deployment, training, and equipment of the Team.
- (c) When activated, the Team Commander reports to the Incident Commander or the on-scene supervisor, unless otherwise determined by the Chief of Police, or designee, in order to conduct Team operations within the jurisdiction in which the Team is activated..
- (d) All Team operations shall be consistent with the guidelines outlined by the National Council of Negotiation Associations (NCNA) and FBI Crisis Negotiation Unit (CNU).
- (e) The Team Commander shall be responsible for the deployment of the Team, including the Team's equipment, decision making, and resolution of the incident.
- (f) Unless the Team Commander relinquishes control to another law enforcement officer who is not a Team Member, no other person except the Chief of Police within the jurisdiction in which the Team is conducting an activation , or designee, who is not the Team Leader or Team Commander, will attempt to direct, supervise, or control any element or Team Member.
- (g) In the event of a combined response of both the Team and the associated Regional SWAT Team, the Team Commander, or designee, shall coordinate efforts with the Team Commander of the associated Regional SWAT Team to ensure efficiency of the activation/operation and safety of all parties involved.
- (h) Consistent with NCNA guidelines, the Team shall conduct regular and reoccurring training. Each of the Cities shall jointly develop training lesson plans and schedules and schedule the training sessions. All training shall be performance oriented and related to tasks and missions performed by the Team. On occasion, Team training may take place in conjunction with other training within one of the Cities. Should a situation arise that prevents the Team from completing the full requirements in a given quarter, the reason shall be documented in a memorandum addressed to the Chiefs of Police of the Cities. Each of the Cities shall ensure that all Team Members are properly trained and certified in the use of special equipment. Joint training of the Team shall be

coordinated and implemented by the Chiefs of Police of the Cities or their designees. A minimum of 40 hours of training will be completed by each Team member on an annual basis. Training records shall be completed by the Team Commander, or designee and maintained for use in Accreditation standards or other administrative functions for each of the Cities, in addition to in accordance with law.

- (i) Each of the Cities shall conduct an annual inventory and inspection of all Team equipment and supplies to ensure operational readiness and provide a copy to each of the other Cities.
- (j) Each of the Cities shall ensure that all Team Members have the required equipment for the operations to which the Team may be assigned.
- (k) The Team Leader shall prepare an after-action report on all activations that involve the deployment of the Team. Such records shall be kept by the Team Commander with copies sent to the designated records liaison in each of the Cities and maintained in accordance with law.
- (l) Requests to utilize the Team for a planned event may be made by any of the Cities by its Chief of Police. Final approval for the Team deployment shall be made by the Team Commander.
- (m) At a minimum, each of the Cities shall supply its Team Members with the following equipment:
 - (1) Ballistic vest
 - (2) Handheld radio with operational frequencies
 - (3) Handgun
 - (4) Handcuffs
 - (5) One short sleeve CCNT shirt
 - (6) One long sleeved CCNT shirt with the word "negotiator" along the left sleeve and the acronym "CCNT" along the right sleeve for use under external ballistic carriers
- (n) As a whole, the Cities will ensure Team members of the CCNT will have access to the following equipment for use in activations:
 - (1) Throw phone(s)
 - (2) Cellular device for use in communications
 - (3) Computer with internet capabilities for ease of access to social media
 - (4) Ballistic shield
 - (5) Tool kit containing at a minimum: bolt cutters, wire snips, pry bar or halogen tool, hammer, standard screwdriver set and Phillips screwdriver set.
 - (6) Bullhorn(s)

SECTION 3. PROVISIONS FOR VOLUNTARY COOPERATION:

The Cities hereby approve and enter into this Agreement whereby each of the Cities may request and render voluntary law enforcement cooperation and assistance across jurisdictional lines for the incidents outlined in this Agreement and related law enforcement situations.

SECTION 4. PROCEDURE FOR REQUESTING ASSISTANCE:

- (a) If one of the Cities is in need of emergency assistance as set forth above, it shall notify the Team Commander or Team Leader and provide appropriate information (e.g., nature of the law enforcement assistance requested). Requests for assistance will be made through Central Dispatch to be sent via the Everbridge system.
- (b) Each of the Cities is responsible for tracking mutual aid requests made or received in accordance with this Agreement and may revise the contact person designated above by advising the other Cities in writing.
- (c) The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in their jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

SECTION 5. COMMAND AND SUPERVISORY RESPONSIBILITIES:

- (a) Whenever a Team Member is rendering aid pursuant to this Agreement, they shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of their employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of one of the requesting Cities, then such rule, regulation, policy, general order, or standard operating procedure of their employer shall control and supersede the direct order.
- (b) Whenever there is cause to believe that a complaint has arisen as a result of Team action as it may pertain to this Agreement, the city in which the Team operated and gave rise to the complaint shall be responsible for documenting the complaint to ascertain at a minimum:
 - (1) The identity of the complainant.
 - (2) An address where the complaining party can be contacted.
 - (3) The specific allegation.
 - (4) The identity of the employees accused without regard to City affiliation.

- (c) The city responsible for documenting the complaint shall expeditiously provide the city or cities employing the subject officer(s) with this information, along with a copy of all applicable documentation. The City employing the person who is the subject of the complaint shall be responsible for conducting an appropriate review.

SECTION 6. LIABILITY:

Each of the Cities engaging in any mutual cooperation and assistance pursuant to this Agreement agree to assume responsibility for the acts, omissions, or conduct of such City's own employees while engaged in rendering such and pursuant to this Agreement, subject to the provisions of Section 768.28, *Florida Statutes*, where applicable. None of the Cities waive any sovereign immunity protection provided by law. Team Members are responsible for their own safety as well as the safety of other Team Members, and the public. This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the Cities hereto, the right to damages or any other form of relief against any of the Cities in this Agreement for operations or omissions hereunder. Any property damage occurring during an activation, except as provided in Section 7 (b), is the responsibility of the city in whose jurisdiction the Team was operating. Uses of force by a Team Member shall be investigated by the agency of which the Team Member is employed.

SECTION 7. POWERS, PRIVILEGES, IMMUNITIES, AND COSTS:

- (a) Pursuant to the provisions of Section 23.127 *Florida Statutes*, a Team Member who renders aid outside the city in which the Team Member is employed but inside the state in accordance with this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing duties inside the Team Member's political subdivision in which normally employed.
- (b) Each of the Cities that furnishes equipment pursuant to this Agreement shall bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- (c) The Cities shall be responsible for providing compensation and benefits to their respective employees providing services hereunder, including but not limited to salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death.
- (d) The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of a City when performing the employee's duties within the territorial limits of the employee's City apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid, volunteer, and auxiliary employees.

- (e) Nothing herein shall prevent any of the Cities from seeking supplemental appropriations from the governing authority having budgeting jurisdiction, or funds from other available sources, such as grants, to reimburse any of the Cities for any actual costs or expenses incurred by its performing hereunder.

SECTION 8. TERM:

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through **September 30, 2027**, unless otherwise terminated as provided for herein.

SECTION 9. TERMINATION:

Any of the Cities may terminate its participation in this Agreement for convenience upon delivery of written notice to the other Cities no less than 90 days before the date of termination. The liability provisions of this Agreement shall survive any such termination. Termination by any one or more of the Cities does not impact the effectiveness of this Agreement as to the remaining Cities.

SECTION 10. RELATION TO OTHER AGREEMENTS:

Once this Agreement is fully executed, it shall effectively repeal and replace the current Southeast Volusia Regional Negotiations Team (SEVRNT) Mutual Aid Agreement dated _____. Nothing herein is intended to abrogate any other agreements, or portions thereof, between the Cities.

SECTION 11. MISCELLANEOUS PROVISIONS:

- (a) Each of the Cities shall adopt and enforce written policy that is consistent with this Agreement and applicable law. Each of the Cities shall also train its law enforcement officers on extraterritorial jurisdiction including, but not limited to, the parameters of mutual aid agreements.
- (b) All Team Members, regardless of rank or position, must maintain acceptable standards of performance.
- (c) All Team Members, regardless of rank or position, must maintain firearms qualification by passing the CJSTC handgun course.
- (d) All Team Members must successfully complete a Hostage Negotiations Course.
- (e) Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of any one of the Cities to the other.
- (f) This Agreement does not grant law enforcement powers for purposes of law enforcement related off-duty employment.

- (g) In the event of a conflict between the provisions of this Agreement and the "*Florida Mutual Aid Act*," the provisions of the *Florida Mutual Aid Act* shall control.
- (h) This Agreement contains the entire understanding between the Cities and shall not be renewed, amended, or extended except in writing.
- (i) This Agreement shall be construed in accordance with Florida law. The venue of any litigation arising hereunder shall be Volusia County, Florida.

IN WITNESS WHEREOF, the Cities have caused this Agreement to be executed by the undersigned persons as duly authorized.

SIGNATURE PAGES FOLLOWS

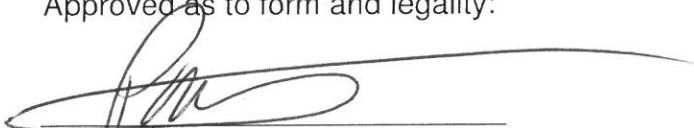
Attest:

CITY OF DAYTONA BEACH SHORES

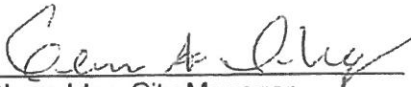

Kurt Swartzlander, City Manager
Date: 7/12/23


Michael Fowler
Director of Public Safety

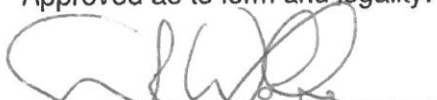
Approved as to form and legality:


Becky Vose, City Attorney
Paul Waters

Attest:


Glenn Irby, City Manager
Date: 08/26/23

Approved as to form and legality:


Aaron Wolfe, City Attorney

CITY OF EDGEWATER


Joe Mahoney
Chief of Police

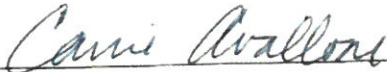
Attest:



Khalid Resheidat, City Manager

Date: 9/26/2023

Approved as to form and legality:



Carrie Avallone
City Attorney

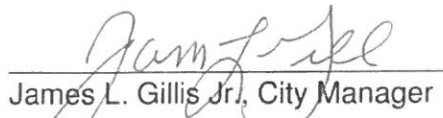
CITY OF NEW SMYRNA BEACH



Eric Feldman
Chief of Police

Attest:

CITY OF SOUTH DAYTONA


James L. Gillis Jr., City Manager


Mark Cheatham
Chief of Police

Date: 07.26.23

Approved as to form and legality:


Wade C. Vose, City Attorney
Paul Waters. for the firm.

Attest:

CITY OF PORT ORANGE

Wayne Clark, City Manager

Date: _____

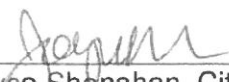
Approved as to form and legality:

Matthew J. Jones, City Attorney

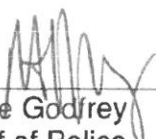
Manuel "Manny" Marino
Chief of Police

Attest:

CITY OF ORMOND BEACH

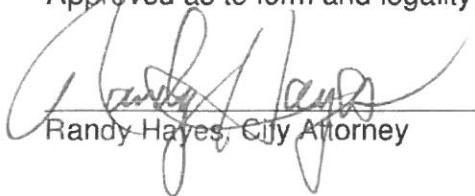


Joyce Shanahan, City Manager
Date: June 4, 2024



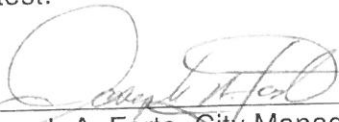
Jesse Godfrey
Chief of Police

Approved as to form and legality:



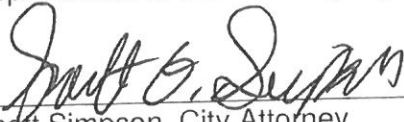
Randy Hayes, City Attorney

Attest:



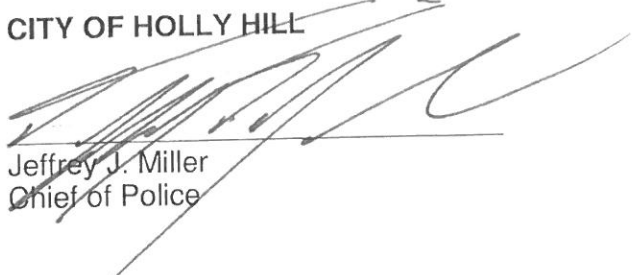
Joseph A. Forte, City Manager
Date: 7-12-2023

Approved as to form and legality:



Scott Simpson, City Attorney

CITY OF HOLLY HILL



Jeffrey J. Miller
Chief of Police



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/6/2024

SUBJECT: (D9) Resolution No. 24-23 - Approval of Third Quarter Budget Amendments for Fiscal Year 2023-2024

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 24-23.

SUMMARY: This item is the third quarter of the fiscal year budget review covering the period from April 1 to June 30, 2024. Staff performed a review covering the revenue and expenditure figures through the second quarter to compare the current amounts with the amount budgeted. In addition, a review of departmental operating needs was performed to see if adjustments were warranted. Additionally, there were a couple of project related carry forwards that required adjustment that are a part of this request.

Staff requests the Council amend the Fiscal Year 2023-2024 budget by revising the budget in total pursuant to itemization contained in Exhibit "A" of the Resolution.

Notable items included in this budget amendment are:

- Replacement of the existing Water Reclamation Facility Vulcan bar screens with two (2) Hydro-Dyne Center Flow Screens for the required influent screening at the Water Reclamation Facility.
- Reallocation of remaining funds from the ballfield lamp replacement project to the parks office building.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Resolution No. 24-23 w exhibit	Resolution No. 24-23 w exhibit.pdf
----	--------------------------------	------------------------------------

John McKinney
John McKinney
Matthew Jones

Created/Initiated - 7/18/2024
Approved - 7/19/2024
Approved - 7/23/2024

Wayne Clark
Tracee Cody

Approved - 7/26/2024
Final Approval - 7/29/2024

RESOLUTION NO. 24-23

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-24; PROVIDING APPROVAL FOR ADJUSTMENTS OF 2023-2024 BUDGET ADJUSTMENTS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 20, 2023, the City of Port Orange, adopted Resolution 23-42 approving the City's total operating and capital budgets for Fiscal Year 2023-24; and

WHEREAS, the City of Port Orange adopted Resolution 23-61 on November 14, 2023; Resolution 23-68 on December 12, 2023; Resolution 24-12 on May 7, 2024 amending the total operating budget for Fiscal Year 2023-24; and

WHEREAS, in order to recognize unanticipated revenues and expenditures, it is necessary to make adjustments to the City's 2023-24 operating budget.

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

Section 1. Approval of 2023-2024 Budget Adjustments. The City's 2023-24 Operating Budget is hereby adjusted as set forth in **Exhibit "A"** attached hereto. As applicable, the transfer of funds may be made from any legally acceptable source.

Section 2. T h e budget items adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing fiscal year effective October 1, 2023, through September 30, 2024.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City

Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin Fenwick, MMC, City Clerk

Adopted on the _____ day of _____

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



Exhibit "A"

AMENDED BUDGET FISCAL YEAR 2023-24

Fund	Tyler Fund	Description	Adopted Resolution 23-42	Resolution 23-61	Resolution 23-68	Resolution 24-12	Resolution 24-23	Amended Budget
001	001	General Fund	\$ 58,759,279	\$ 5,312,517	\$ 673,013	\$ 4,393,377	-	\$ 69,138,186
010	010	National Opioid Litigation	38,000	37,471	-	-	-	75,471
621	011	Recreation Scholarship	27,300	-	-	-	-	27,300
019	019	Federal Disaster Fund	982,525	127,117	188,430	-	-	1,298,072
102	102	Tax Increment - Eastport	539,320	-	-	-	-	539,320
103	103	Tax Increment - Town Center	430,919	-	-	-	-	430,919
106	106	Recreational Facilities	205,700	24,355	34,601	55,534	-	320,190
109	109	Building & Inspections	2,796,525	103,765	-	4,369	-	2,904,659
310	111	Police Impact Fee	-	-	-	-	-	-
311	112	Fire Impact Fee	35,000	451,293	-	-	-	486,293
312	113	Transportation Impact Fee	1,286,730	647,569	-	-	-	1,934,299
611	313	Recreation Impact Fee	27,000	-	-	-	-	27,000
606	120	Police Benefit Trust	4,900	-	-	-	-	4,900
607	121	Police Forfeiture	62,000	-	-	1,000	-	63,000
615	122	Police Education Trust	10,000	-	-	-	-	10,000
625	123	Federal Police Forfeiture	5,000	-	-	-	-	5,000
110	199	CDBG Special Revenue	375,895	-	-	(375,895)	-	-
199	199	Grant Special Revenue	91,243	236,376	-	334,451	-	662,070
214	214	Debt Services GO	904,369	-	-	-	-	904,369
217	217	Debt Services Eastport Tax Note	233,335	-	-	-	-	233,335
218	218	Debt Services Town Center Bonds	402,709	-	-	-	-	402,709
220	220	Debt Services Bonds	1,147,125	-	-	-	-	1,147,125
301	301	Capital Projects	3,204,563	4,405,547	600,000	1,947,674	-	10,157,784
306	301	Transportation Capital Projects	150,250	-	-	(150,250)	-	-
317	317	General Capital Replacement	18,884,610	14,787,002	788,430	1,596,788	-	36,056,830
401	401	Water/Sewer	39,321,045	21,001,737	-	200,269	1,150,000	61,673,051
416	402	Wetland Mitigation	57,305	-	-	-	-	57,305
403	403	Water/Sewer R&R	20,710,000	43,023,993	-	(9,242,696)	1,150,000	55,641,297
418	404	SRF Debt Service	784,846	-	-	-	-	784,846
405	405	Water Impact Fee	105,000	3,484,079	-	-	-	3,589,079
-	406	WasteWater Impact Fee	0	-	-	-	-	-
420	409	Forestry	496,932	634,000	79,016	-	-	1,209,948
410	410	Solid Waste	10,199,179	-	-	-	-	10,199,179
412	412	Stormwater Utility	7,658,762	3,900,403	-	62,652	-	11,621,817
413	413	Stormwater Capital	2,305,000	3,062,955	-	1,893,944	-	7,261,899
414	414	Drainage Bond Sinking	699,004	-	-	-	-	699,004
450	450	Golf Course Operating	2,742,530	103,400	-	-	-	2,845,930
501	501	Information Technology	4,396,934	25,728	-	1,543	-	4,424,205
503	503	Fleet Maintenance	1,430,575	64,673	-	310,001	-	1,805,249
504	504	Risk Management	2,493,995	-	-	222,933	-	2,716,928
505	505	Lease & Replacement	3,787,700	1,027,083	-	1,502,113	-	6,316,896
508	508	Loan Pool	50,000	-	-	-	-	50,000
Grand Total:			\$ 187,843,104	\$ 102,461,063	\$ 2,363,490	\$ 2,757,807	\$ 2,300,000	\$ 297,725,464

**Exhibit "A" DETAIL FOR RES. 24-23
STAFF RECOMMENDED MID-YEAR BUDGET ADJUSTMENT REQUEST**

FUND	ACCOUNT DESCRIPTION	ADJUSTMENT REQUEST	DESCRIPTION
GENERAL CONSTRUCTION - 317			
		-	
	REVENUES	-	
CAPITAL OUTLAY - PARKS & RECREATION		(146,580)	QPC201 - BALLFIELD LAMP REPLACEMENT
CAPITAL OUTLAY - PARKS & RECREATION		146,580	QPC202 - PARKS OFFICE BUILDING
	EXPENDITURES	-	
WATER AND SEWER - 401			
APPROPRIATED FUND BALANCE		1,150,000	WRF Barscreen Replacement
	REVENUES	1,150,000	
TRANSFER OUT - FUND 403		1,150,000	WRF Barscreen Replacement
	EXPENDITURES	1,150,000	
WATER AND SEWER R&R - 403			
TRANSFER IN - FUND 401		1,150,000	WRF Barscreen Replacement
	REVENUES	1,150,000	
CAPITAL OUTLAY		1,150,000	WRF Barscreen Replacement
	EXPENDITURES	1,150,000	
	REVENUES	2,300,000	
	EXPENDITURES	2,300,000	
	VARIANCE	-	



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/6/2024

SUBJECT: (D10) Resolution No. 24-24 - Housing and Urban Development Community Development Block Grant (CDBG) Plan Year 2024 Annual Action Plan and Second Amendment to Plan Year 2021

DEPARTMENT: Finance

GOAL: 2 - Infrastructure
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 24-24.

SUMMARY: As a recipient of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), the City of Port Orange is eligible for annual allocations in support of an approved 5-Year Consolidated Plan. The Annual Action Plan serves as the City's application for the eligible annual funding, and describes needs, goals, and objectives in support of the 5-Year Consolidated Plan.

The City of Port Orange was notified of the anticipated Plan Year (PY) 2024 (October 1, 2024 – September 30, 2025) CDBG allocation of \$370,260.00. To receive these funds, the City must submit an application in the form of an Annual Action Plan that is consistent with the City's Five (5) Year CDBG Consolidated Plan, as approved by HUD.

The staff is proposing that the City's PY2024 CDBG allocation be expended on the (a) South Causeway Park Project for \$296,208, and (b) Planning and Administration for \$74,052. In addition, the staff is proposing a 2nd Amendment to the PY2021 Annual Action Plan to move \$323,712.00 from Direct Project Costs originally proposed for the Causeway Park to Jackson Street and Oak Street Drainage Improvements Project.

The proposed PY2024 Annual Action Plan and PY2021 2nd Amendment to the Annual Action Plan have been made available for review through the City's CDBG web page. The opportunity for public comment was advertised in the Hometown News on June 14, 2024, in compliance with the City's Citizen Participation Plan. The required citizen comment period, including a public hearing that was held on June 24, 2024, ended on July 15, 2024.

Upon approval by the City Council, this plan will be submitted to HUD for review and approval.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Resolution No. 24-24	Resolution No. 24-24 .pdf
2.	PY2024 Annual Action Plan	PY24 Annual Action Plan to JM.docx
3.	PY2021 2nd Amendment	PY2021 2nd Amendment to JM.docx
4.	Non-State Certifications	Non-State Certifications to JM.pdf
5.	Application for Federal Assistance SF424A	SF424a to JM.pdf
6.	Assurances - Construction Programs SF424D 2025	sf424d assurances - construction programs 2025 to JM.pdf

John McKinney	Created/Initiated - 7/17/2024
John McKinney	Approved - 7/17/2024
Matthew Jones	Approved - 7/23/2024
Wayne Clark	Approved - 7/26/2024
Tracee Cody	Final Approval - 7/29/2024

RESOLUTION NO. 24-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; FOR ACCEPTANCE OF \$370,260 IN GRANT FUNDING FOR THE PY2024 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT; APPROVING AND AUTHORIZING PY2024 CDBG ALLOCATION BE EXPENDED ON THE SOUTH CAUSEWAY PARK PROJECT IN THE AMOUNT OF \$296,208 AND \$74,052 FOR PLANNING AND ADMINISTRATION; APPROVING AND AUTHORIZING THE SECOND AMENDMENT TO THE PY2021 ANNUAL ACTION PLAN TO SHIFT FUNDS FROM CDBG ALLOCATION FOR THE CAUSEWAY PARK IN THE AMOUNT OF \$323,712.00 AND ALLOCATE TO JACKSON STREET AND OAK STREET DRAINAGE IMPROVEMENTS PROJECT: AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN ALL REQUIRED CERTIFICATIONS, AND AUTHORIZE STAFF TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has been approved to receive a \$370,260 grant from the U.S. Department of Housing and Urban Development; and

WHEREAS, the City Council of the City of Port Orange desires to approve the PY2024 CDBG allocation to the South Causeway Park Project in the amount of \$296,208, and for Planning and Administration in the amount of \$74,052; and

WHEREAS, the City has been previously approved for the funding of various projects associated with those certain prior years' Action Plans as referenced herein; and

WHEREAS, the City Council of the City of Port Orange desires to approve the second amendment to the PY2021 Annual Action Plan to shift funds from Direct Project Costs for the Causeway Park Project in the amount of \$323,712.00 and allocate to Jackson Street and Oak Street Drainage Improvements Project; and

WHEREAS, the City Council of the City of Port Orange desires to authorize and submit to the U.S. Department of Housing and Urban Development ("HUD") for approval, the PY2024 CDBG allocation to the South Causeway Park Project in the amount of \$296,208, and Planning and Administration in the amount of \$74,052; and

WHEREAS, the City Council of the City of Port Orange desires to authorize and submit to the U.S. Department of Housing and Urban Development (“HUD”) for approval, the second amendment to the PY2021 Annual Action Plan to shift funds from Direct Project Costs for the Causeway Park Project in the amount of \$323,712.00 and allocate to Jackson Street and Oak Street Drainage Improvements Project; and

Jackson Street and Oak Street Drainage Improvements Project; and

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

Section 1. The City Council of the City of Port Orange hereby accepts the PY23 grant funding in the amount of \$370,260.00.

Section 2. The City Council of the City of Port Orange hereby approves and authorizes the PY2024 CDBG allocation to the South Causeway Park Project in the amount of \$296,208, and Planning and Administration in the amount of \$74,052.

Section 3. The City Council of the City of Port Orange hereby approves and authorizes the second amendment to the PY2021 Annual Action Plan to shift \$323,712.00 from Direct Project Costs for the Causeway Park and allocate to Jackson Street and Oak Street Drainage Improvements Project.

Section 4. The City Council of the City of Port Orange hereby authorizes staff to submit to the U.S. Department of Housing and Urban Development (“HUD”) for the approval of the PY2024 Annual Action Plan allocating \$296,208, and Planning and Administration in the amount of \$74,052 to the South Causeway Park Project.

Section 5. The City Council of the City of Port Orange hereby authorizes staff to submit to the U.S. Department of Housing and Urban Development (“HUD”) for the approval of the second amendment to the PY2021 Annual Action to shift \$323,712.00 from Direct Project Costs for the Causeway Park and allocate to Jackson Street and Oak Street Drainage Improvements Project.

Section 6. The Mayor and City Clerk shall be authorized to execute any and all documents, agreements, or contracts necessary to implement this Resolution.

Section 7. All prior Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

Section 8. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

Section 9. This Resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin Fenwick, MMC, City Clerk

Adopted on the _____ day of _____

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

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As a recipient of federal grant funds, the U.S. Department of Housing and Urban Development (HUD) required the City of Port Orange to prepare and adopt a Five-Year Consolidated Plan for PY2021 to PY2025. This PY2024 Annual Action Plan is the fourth year of implementation of the Consolidated Plan.

The Action Plan serves as the City's application for Community Development Block Grant (CDBG) funding, and describes needs, goals and objectives. This plan covers a period beginning October 1, 2024 and ending on September 30, 2025. This plan was developed pursuant to Federal guidelines found at 24 CFR 91.

The City of Port Orange is located within Volusia County Florida. As of 2022, the population estimate is 64,870 persons. As of 2023, there are six Census Tracts (0824.14, 0825.03, 0825.06, 0825.07, 0825.10, 0825.11) within the City that have a population whose income is at or below 80% of the area median income. The City has not defined specific target areas within the City.

Port Orange has been advised that it is eligible to receive a CDBG entitlement allocation of \$370,260 in PY2024. The proposed use of this funding is, primarily, for continuation of major infrastructure projects. An estimated 80% of the PY2024 CDBG allocation will be focused on the continuation of major infrastructure projects in this area.

Aligned with the adopted five (5) Year CDBG Consolidated Plan previously approved by HUD, staff is proposing to utilize the city's PY2024 CDBG allocation on the South Causeway Park Project (\$296,208 and Planning and Administration (\$74,052).

The 2021-2025 Five-year Consolidated Plan addresses improvement projects by the City to improve infrastructure.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Port Orange developed its 2021-2025 Five-Year Consolidated Plan and Annual Action Plans based on an analysis of the data presented along with community participation and stakeholder consultation process. The Consolidated Plan identified the community's affordable housing, community development, homelessness, and economic development needs, and outlines a comprehensive and coordinated strategy for addressing them.

Through these efforts established during the development of the Consolidated Plan the city identified three high priority needs in which to invest CDBG funding throughout the five-year period. The priority needs included: 1) Public Improvements and Infrastructure, 2) Public Facilities, and 3) Economic Development.

To provide for the top priority needs, the goals for the period continue to be as follows:

1. Improve public infrastructure – Including improvements to streets, sidewalks, stormwater drainage, sewer, and other public infrastructure in low/moderate income areas. Residents have also expressed a desire for improving roads and striping on streets, fixing drainage, and stormwater runoff improvement.
2. Provide housing and services for homeless persons – Including emergency shelter, transitional housing, and permanent housing, as well as outreach and supportive services. The City will focus on providing funds to subrecipients that are community partners.
3. For PY2024, the City will continue drainage improvements in Census tract 825.03/ block group 2. This activity will benefit all the residents in this low moderate-income area.
4. For PY 2023, the City will continue drainage improvements in Census tract 825.03/ block group 2. This activity will benefit all the residents in this block group.

Legend

- Port Orange
- Roads

Block Group

Percent Persons Low/Mod Income

- Ineligible <47.83
- Eligible ≥47.83

Source: 2011-2015 ACS Estimates: US Census Bureau

OMB Control No: 2506-0117 (exp. 09/30/2021)

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Port Orange became eligible to receive HUD CPD funds in 2006. Since that time, the City has received \$5,561,001 in CDBG funds. The Consolidated Plan for the prior Five-Year period of 2016-2020 provided the oversight and guidance to accomplish established goals through annual action plans directed toward the identified priority of public infrastructure improvement. Two multi-year priority projects for the City, the Virginia Avenue and Monroe Street Drainage Improvement Project and the Howe's Street Drainage Improvement Project, receive multiple annual allocations of CDBG funding. These projects have provided direct positive impact to more than 10,000 residents of the City of Port Orange, exceeding the project outcomes and alleviating flooding in an LMI neighborhood. Roadway and Resurfacing Improvements provided direct positive impact in four LMI census groups, also exceeding the projected outcomes of assistance to 3000 residents by more than double. During the first year of the 2021-2025 Five-Year Consolidated Plan the Causeway Park - Parking and Seawall Improvement project started its environmental review process. In the third year of the plan CDBG funds will be used on the Jackson Street and Oak Street Drainage Improvements and City Center Sidewalks Improvements. The fourth year of the plan CDBG funds will be used on the continuation of South Causeway Park Project. In conclusion, this is the fourth year of the plan and the CDBG funds will be used as planned in the Proposed PY2024 Annual Action Plan.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

During the preparation of the 2021-2025 Five-Year Consolidated Plan the City of Port Orange consulted with community service providers, other jurisdictions, and other entities, public and private, with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues.

The City solicited public feedback through newspapers, local media outlets and public hearings. During the preparation of the PY2024 Annual Action Plan a Notice of Public Hearing appeared in the local newspaper, the Hometown News, on Friday, June 14, 2024 to invite the community to participate in a Public Hearing on Monday, June 24, 2024 regarding the Proposed PY2024 Annual Action Plan. The newspaper advertisement encouraged the public to submit written comments on the PY2024 Action Plan during the 30-day public comment period from Friday, June 14, 2024 to Monday, July 15, 2024. The plan was posted on the City's website and hard copies were also available for review at City Hall and by request. The plan was submitted for final approval to the City Council on August 6, 2024.

5. Summary of public comments

There were no comments at the Public Hearing or during the 30-day comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments at the Public Hearing or during the 30-day comment period.

7. Summary

The City intends to leverage other funding sources whenever possible to address the other priority needs of housing, public services, and economic development.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PORT ORANGE	Finance Department

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Theresa E. Brooks
Grants Manager
(386) 717-9050
tbrooks@port-orange.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

HUD Consolidated Plan regulations mandate that the City consult with other public and private agencies, State or local health and child welfare agencies, adjacent governments, the local Continuum of Care (CoC), and Public Housing Authorities during the preparation of the Consolidated Plan. In its administration of the CDBG program, the City works with local, regional, and statewide agencies and organizations to ensure that services are provided or available to its residents. During the preparation of the 2021-2025 Five-Year Consolidated Plan a consultation process was conducted with stakeholders in the housing and community development industry. The City engaged with stakeholders by reaching out through its website, conducting online surveys, placing notices in City Hall and the Port Orange Regional Library, conducting stakeholder interviews (phone calls and emails), and placing newspaper advertisements in the Hometown News.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Port Orange works very closely with the Volusia County Community Assistance Division. The County receives State Housing Initiatives Program (SHIP) funding from the Florida Housing Finance Corporation to provide affordable housing for very low, low, and moderate-income households. The SHIP program encourages the development of local housing partnerships between municipalities in the County, lenders, real estate professionals, and advocates.

The City does not have a public housing authority, but the Volusia County Community Assistance Division manages the Section 8 Housing Choice Voucher Program. The County PHA provides portable housing choice vouchers that may be used in the City of Port Orange.

The City also works with local and regional non-profit housing providers and social service agencies to coordinate homelessness efforts.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Volusia/Flagler County Coalition for the Homeless (VFCCH) is the lead agency for the Continuum of Care (CoC) which serves Volusia County. The CoC is responsible for conducting the annual count of people experiencing homelessness, identifying the gaps in available housing and services to homeless subpopulations, and strategically planning and organizing the expansion of housing and supportive services to meet the needs. These “gaps” are missing services that are needed to ensure that clients can

successfully exit homelessness. The Continuum's priorities are in accordance with the Federal Strategy to Prevent and End Homelessness, the Volusia-Flagler County Ten Year Plan to End Homelessness as revised in the VFCoC Strategic Plan, and as set forth in HUD's National Performance Objectives for Continuums of Care, as follows:

- The highest priority is permanent housing for chronically homeless persons, with a special emphasis on chronically homeless veterans. Since Volusia County has achieved functional zero for veterans as vetted by USICH and HUD, Prevention has taken on a new role with maintaining veterans in their housing.
- The second highest priority is placed on the Homeless Management Information System (HMIS) for the CoC to measure system performance and meet HUD's reporting requirements under the HEARTH Act.
- The third priority is to develop a coordinated entry process which is a key step in assessing the needs of homeless/at risk of homeless individuals and families and prioritizing them for assistance.
- The fourth priority is to prevent and end homelessness for families and unaccompanied youth.
- The fifth priority is domestic violence victims.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Port Orange does not receive ESG funds and does not participate extensively in CoC deliberations.

As required by HUD, there is at least one homeless individual and several formerly homeless individuals who participate on committees for the Commission on Homelessness for Volusia Flagler Board of Directors for the FL 504 CoC. All meetings are open to the public and homeless individuals and homeless advocates are encouraged to attend. The public was an active part in the identification of goals and objectives and the formulation of the most recently updated Volusia Flagler CoC Strategic Plan. The whole CoC membership was invited to participate in a Continuum-wide poll to prioritize and rank the identified gaps in order of priority. In addition, the development of action steps within the objectives was voted on in planning meetings and brought to the Board meetings for discussion and final approval. Currently the Commission on Homelessness for the Volusia-Flagler CoC is developing a Five-Year Action Plan to coincide with Opening Doors, the Federal Strategic Plan to End Homelessness. The public, including homeless individuals and families, are encouraged to attend the Strategic Planning Meetings and make public comments.

Within the planning process for the FL-504 CoC, the development of shelter housing for the area has been a long-standing issue. Several workgroups including homeless representatives have been

convened to assist with surveying the homeless population in order to get views on housing options, services and service delivery. The surveys request input on their preferences regarding shelters, shelter location(s), Housing First options, Rapid Re-Housing (RRH), outreach and other wrap-around services such as mental health, substance abuse and SSI/SSDI Outreach, Access and Recovery (SOAR) services. These surveys will assist in identifying where and how the CoC will proceed in addressing the need, size and location for additional shelter beds (if determined necessary) as well as steering dollars to RRH and PSH beds and units.

The County of Volusia, which is an entitlement district for ESG, consults with the CoC in formulating its agenda for ESG funding. The County holds community development meetings which are open to the public and requests stakeholders to attend in order to provide the needed input necessary to determine the means by which the funding will be used. The County of Volusia has previously used ESG funding for prevention but is shifting its focus to Rapid Rehousing in the coming year in alignment with HUD's goal of ending family homelessness.

The State of Florida released local solicitations for funding to non-entitlement areas (Flagler County, Daytona Beach, Port Orange and Deltona) for ESG through CoC Lead Agencies. The local funding supports Emergency Shelter, Rapid Rehousing, Prevention and Street Outreach for these non-entitlement areas. The sub-recipients awarded local funding include Halifax Urban Ministries, Salvation Army, New Hope Ministries and Family Life Center of Flagler County.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	PORT ORANGE
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Grantee Community Development Department.
2	Agency/Group/Organization	VOLUSIA COUNTY
	Agency/Group/Organization Type	Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	Public Housing Needs Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Volusia County works closely with Port Orange for its public housing needs and other planning needs in the region. Input was gathered through document review. Need for more coordination to address the housing needs of low-and moderate-income persons through owner-occupied rehabilitation and down payment assistance programs.
3	Agency/Group/Organization	Volusia County Community Assistance Division
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Volusia County Community Assistance Division is the local PHA serving Port Orange and administers Housing Choice Vouchers (Section 8). Input was gathered through document review. Need for more coordination to meet the needs of Section 8 voucher recipients.
4	Agency/Group/Organization	VOLUSIA/FLAGLER COALITION FOR THE HOMELESS SUB-RECIPIENT
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Volusia/Flagler County Coalition for the Homeless CoHH is a 501(c)3 nonprofit designed to lead a collaboration of agencies that provide emergency, transitional, and permanent housing opportunities and supportive services needed by people experiencing homelessness.
5	Agency/Group/Organization	East Central Florida Regional Planning Council
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	East Central Florida Regional Planning makes available to the City, the Economic Development CEDS report. The most recent updated report is 2017-2022.
6	Agency/Group/Organization	Florida Department of Health - Volusia County
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Florida Department of Health, Volusia County Environmental Health, operates the Lead Paint Poisoning Prevention Program for Volusia County. The agency was consulted through phone call and by e-mail to obtain information on lead poisoning trends in Port Orange/Volusia County.
7	Agency/Group/Organization	MID-FLORIDA HOUSING PARTNERSHIP
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Mid-Florida Housing Partnership operates Palmetto House, a transitional housing facility. Input was gathered through a key person interview. Identification of homeless needs.
8	Agency/Group/Organization	CareerSource
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input collected through stakeholder interview. CareerSource provides workforce development services to a wide range of individuals, including those transitioning out of homelessness and seeking stable employment. CareerSource provided insight into the needs of its client base, including a need for stronger public transportation options between residential areas and employment centers.
9	Agency/Group/Organization	Pregnancy Crisis Center
	Agency/Group/Organization Type	Services-Health

	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input collected through a stakeholder interview with Pregnancy Crisis Center. The Center provides free pregnancy tests and other referrals and resources to women in need. The Center emphasized the importance of access to affordable housing in the area, particularly for single mothers expecting a child.
10	Agency/Group/Organization	Beach House Youth Prevention Center
	Agency/Group/Organization Type	Services-Children Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input collected through a stakeholder interview with Beach House Youth Prevention Center. BHYPH works with children at risk for delinquency and children with serious emotional disturbances. BHYPH said that safe, affordable housing for families in unstable situations would be ideal since many of their clients are from unstable home situations.
11	Agency/Group/Organization	Council on Aging of Volusia County
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Solicited input through a stakeholder interview. The Council on Aging of Volusia County provides assistance for the elderly, including Meals on Wheels and other services, with an overall mission of keeping elderly residents in their home of choice. The Council indicated that many of their clients would benefit from rehabilitation funding because their homes are in poor condition, and they have limited income to renovate or replace appliances.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agency types not consulted during this process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Volusia/Flagler County Coalition for the Homeless	The goal to provide shelter and other housing facilities along with supportive services for the homeless population aligned with the CoC Homeless Plan
2021 City of Port Orange Citizen Survey Report	City of Port Orange	The report helped to determine priority needs based on residents' responses to survey questions and comments.
FY 2020-2025 Capital Improvement Plan	City of Port Orange	The goals of the Strategic Plan were supported by the capital needs identified in the CIP.
Volusia County Consolidated Plan	Volusia County Community Assistance Division	The County's affordable housing goals and Housing Choice Voucher program overlaps with the City's housing goals to expand the supply of affordable housing and preserve the existing affordable housing stock.
Local Housing Assistance Plan	Florida Housing Finance Corporation	The Strategic Plan is consistent with the Local Housing Assistance Plan which is based on the criteria established by FHFC to serve low- and moderate-income households by providing housing assistance and homeownership opportunities.
Analysis of Impediments to Fair Housing Choice	City of Port Orange	This plan was used to address sections of the Consolidated Plan related to barriers to affordable housing with the City of Port Orange.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

CDBG regulations require that the City of Port Orange provide ample opportunity for residents to participate in the development of the Annual Action Plan. The City's Citizen Participation Plan adheres to the HUD requirements at 24 CFR Part 91. The plan includes soliciting participation from all City residents including low-and moderate-income persons, minorities, persons with disabilities, non-English speaking persons, and residents of slum and blighted areas. During the preparation of the PY2024 Annual Action Plan a Notice of Public Hearing appeared in the local newspaper, the Hometown News, on Friday, June 14, 2024 to invite the community to participate in a Public Hearing on Monday, June 24, 2024 regarding the Proposed PY2024 Annual Action Plan. The newspaper advertisement encouraged the public to submit written comments on the PY2024 Action Plan during the 30-day public comment period from Friday, June 14, 2024 to Monday, July 15, 2024. The plan was posted on the City's website and hard copies were also available for review at City Hall and by request. The plan was submitted for final approval to the City Council on August 6, 2024.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	There were no comments during the Public Hearing.	There were no comments during the Public Hearing.	There were no comments during the Public Hearing.	
2	Newspaper Ad	Non-targeted/broad community	There were no comments during the 30-day comment period.	There were no comments during the 30-day comment period.	There were no comments during the 30-day comment period.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Port Orange is receiving \$370,260 in CDBG funds from HUD for PY2024, the fourth year of the Five-Year Consolidated Plan. The City does not expect to receive any program income and prior year funds will not be reallocated at this time.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	370,260	0	0	370,260	400,000	Resources based on the PY2024 allocation.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not require a match from non-federal sources. However, the CDBG funds will leverage additional sources of funding including general and local funds and possible State funding.

As evidenced by the historical allocations, the needs of the City far outweigh the CDBG allocation and projects where CDBG funding is invested will often be partially funded from other sources in order to make the project feasible. Traditionally, the source of these additional funds depends on both the nature of the activity and the location.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not currently applicable.

Discussion

While the City has not committed any local resources to address the priority needs as of the writing of the Plan, as projects are identified during the planning period, if there are funding deficits, the City may utilize available local funding and State funding to fill the gap, as needed.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Public Infrastructure and Facilities	2021	2025	Non-Housing Community Development	LMI Area	Public Improvements and Infrastructure	CDBG: \$296,208	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1490 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Planning and Administration	2021	2025	Administration	Citywide	Affordable Housing Economic Development Homelessness Public Facilities Public Improvements and Infrastructure Public Services, General	CDBG: \$74,052	Other: 0 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Improve Public Infrastructure and Facilities
	Goal Description	Infrastructure improvements including flood and drainage, road improvements, sidewalk improvements, ADA improvements, and sewer connections.
2	Goal Name	Planning and Administration
	Goal Description	Program administration activities for operation and management of the CDBG program.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following table contains the projects that the City will fund in PY2024 using CDBG funds. Up to 20% of the CDBG allocation can be expended on Planning and Administration.

Projects

#	Project Name
1	South Causeway Park Project
2	PY2024 Planning & Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priorities were determined based on stakeholders and community input, the needs assessment and market analysis, as well as other reports and studies conducted by the City including the Capital Improvement Plan.

The primary obstacle to meeting the underserved needs in Port Orange is the limited financial resources. The activities that are proposed for funding in PY2024 will have a significant impact on low- and moderate-income persons in the City.

AP-38 Project Summary
Project Summary Information

1	Project Name	South Causeway Park Project
	Target Area	LMI Area
	Goals Supported	Improve Public Infrastructure and Facilities
	Needs Addressed	Public Improvements and Infrastructure
	Funding	CDBG: \$296,208

Description	The City of Port Orange plans to use CDBG fund allocation of \$296,208 for construction improvements to the existing southeast fixed boat launch ramp at South Causeway Park, 93 Dunlawton Avenue, Port Orange, Florida, with a floating concrete dock arrangement which will match the corresponding dock on the northwest side of the park. Additionally, the parking facility and drainage will be renovated for 22 vehicles including 2 ADA compliant parking spaces. The new dock will add much needed capacity for users. The park consists of 30 acres which includes: • 3 Fishing Piers • 7 Boat Ramps • Covered Pavilions • Picnic Tables and Grills • Restrooms • Vehicle and Boat Parking Lot Boat docking facilities at this park are currently not adequate for the public demand, resulting in a significant reduction of use and adequate launching and docking facilities for patrons on this part of the ICW. Due to the proximity to Ponce Inlet and Spruce Creek Lagoon, this area is one of the most popular areas on the Halifax River for recreational boating and fishing. The City considers improving this facility for recreational boating and fishing to be a high priority in accordance with the goals and objectives of the Parks and Recreation's Mission Statement. The City has seen significant residential growth in this area, specifically in families with young children. As part of the City of Port Orange Parks and Recreation Department's Mission, it has been identified as an opportunity to improve an existing outdoor recreational area to provide an attractive and safe place to enjoy. ADA accessibility is a strong focus of this project. The City's goal is to create an inclusive facility for boating and fishing regardless of race, gender, or ability.
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	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that all 1,490 residents in LMI Census Tract 825.03 Block group 2 will benefit from this infrastructure/sidewalk improvement project.
	Location Description	The location will be South Causeway Park, 93 Dunlawton Avenue, Port Orange, Florida
	Planned Activities	Construction improvements to the existing southeast fixed boat launch ramp at South Causeway Park, 93 Dunlawton Avenue, Port Orange, Florida, with a floating concrete dock arrangement which will match the corresponding dock on the northwest side of the park. Additionally, the parking facility and drainage will be renovated for 22 vehicles including 2 ADA compliant parking spaces. The new dock will add much needed capacity for users. The park consists of 30 acres which includes: • 3 Fishing Piers • 7 Boat Ramps • Covered Pavilions • Picnic Tables and Grills • Restrooms • Vehicle and Boat Parking Lot
2		
	Project Name	PY2024 Planning & Administration
	Target Area	LMI Area
	Goals Supported	Planning and Administration

	Needs Addressed	Public Improvements and Infrastructure
	Funding	CDBG: \$74,052
	Description	Planning and administration of the CDBG project.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	Administration of PY2024 CDBG program and oversight of grant activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Port Orange has identified 9 areas that have at, minimum, 47.83% (FY2022 exception percentage) of their residents within low- and moderate-income category (0-80% AMI), as defined by HUD.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	
LMI Area	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Since the primary objective of the CDBG program is to benefit low- and moderate-income persons, the City of Port Orange will utilize CDBG funds for projects and activities that will provide assistance to this target population and benefit the City as a whole by improving the living environment for the residents.

Discussion

For PY 2024, the City will carry out the JSouth Causeway Park Project in Census tract 825.03/ block group. This activity will benefit all the residents in this block group.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Throughout this Five-Year Consolidated Plan period the City of Port Orange did not plan on funding any affordable housing activities using CDBG funds. Due to the limited CDBG resources, the funds have been used for public infrastructure projects that will have a greater impact on the residents of the City. Affordable housing goals will continue to be addressed by the Volusia County Community Assistance Division through their allocation of SHIP funds and any other funding sources that become available that can be used countywide including municipalities within the County.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City may utilize general funds to continue to address the housing and supportive services needs of the homeless population in Port Orange. During PY2023-2024, the City provided approximately \$35,000 in general revenue funds to the First Step Shelter to assist with emergency shelter operations.

AP-60 Public Housing – 91.220(h)

Introduction

Public housing was established to provide decent and safe rental housing for eligible low-and moderate-income families, the elderly, and persons with disabilities. Public housing includes federally subsidized affordable housing that is owned and operated by the public housing authorities. The Volusia County Community Assistance Division is the county's Public Housing Agency and covers Port Orange. This organization works closely with state and federal agencies in administering various housing public assistance programs.

Actions planned during the next year to address the needs to public housing

There are currently no public housing units managed in the City of Port Orange. The public housing needs in Port Orange are served by the County of Volusia Department of Community Services (VDCS). As the county's Public Housing Agency (PHA), the Community Assistance Division administers approximately 322 housing choice vouchers. As Volusia County Public Housing Agency (PHA), the Community Assistance Division manages the Housing Choice Voucher Program (Section 8) the federal government major program which assists very low-income families including the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants can find their own suitable housing, including single-family homes, townhouses, and apartments.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The County of Volusia Department of Community Services will continue to provide opportunities using public meetings to inform citizens of engagement opportunities and review issues presented by the County's Human Services Advisory Board. VDCS administers the Family Self Sufficiency (FSS) Program which helps residents of Public Housing attain success in their financial future. Participants sign a contract to be a part of the (FSS) Program for five (5) years and they are compensated monetarily at the end of the program. Monies received at the end of the program can be used in a variety of ways, such as a down payment of a home. The (FSS) Program also provides information and resources to the residents on how to repair their credit and is also a link to agencies that can provide financial guidance by putting them in touch with realtors and banks that can assist the resident in attaining homeownership if that is their goal.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not listed as "troubled" by HUD. VDCS will continue to provide services that improve the lives

of its public housing residents.

Discussion

See above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Port Orange partners with Volusia Flagler County Coalition for the Homeless for our Continuum of Care. Their mission is to prevent and end homelessness in Volusia and Flagler Counties and assist homeless and at risk of homeless individuals and families move towards self-sufficiency.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Port Orange partners with Volusia Flagler County Coalition for the Homeless for our Continuum of Care. Here are their current goals:

1. Goal: To develop located crisis response shelters/day programs for East and West Volusia.
2. Goal: Address the needs of those individuals' experiencing homelessness who were encamped at the Volusia County Service Center
3. Goal: Reorganize the Continuum of Care committee as the Volusia/Flagler Commission on Homelessness (COH)
4. Goal: County and City governments remain committed to providing capital outlay and operational funding for crisis response shelters/day programs in East and West Volusia.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Port Orange, annually budgets funds in the amount of \$35,000 for the First Step Shelter to assist with emergency shelter operations.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Port Orange partners with the Volusia/Flagler County Coalition for the Homeless (VFCCH) which is an administrative agency designed to procure, distribute, and monitor grants and other funding, and to provide oversight to agencies in the community who provide direct services to the homeless and those at risk of homelessness. VFCCH serves as the Lead Agency, Lead Agency for Homeless Management Information System (HMIS), and Collaborative Applicant for the Commission on

Homelessness for Volusia & Flagler Counties (FL-504 Continuum of Care). It provides assistance and guidance in planning, coordinating, and applying for federal, state, and local funds, facilitates various bureaucratic activities of the CoC, and monitors the implementation, activities, and outcomes of direct service-providing agencies according to various rules and regulations set forth by HUD (Department of Housing and Urban Development), state and local rules/regulations, rules defined within the grants themselves, and various public policies regarding homelessness. VFCCH also conducts community research and is the primary agency responsible for coordinating and executing HUD's annual Point-in-Time Count.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Port Orange partners with Volusia Flagler County Coalition for the Homeless for our Continuum of Care. There are over 600,000 people that call Volusia and Flagler Counties home. On any given day there are approximately 700 people experiencing homelessness in the two-county area. Homelessness doesn't target one population or another. The Volusia Flagler County Coalition for the Homeless has programs in place to address low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families.

Discussion

see above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

See discussion below.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

For the 2019 ACS (period from 2015-2019) Port Orange’s median income was \$51,883, an increase of 15.3% and rent increased 7%, despite the national housing downturn and prolonged recession. This is based on comparisons between the 2014 ACS (covers 2009 - 2014) and the 2019 ACS (covers 2015-2019). High home values and rents have resulted in much of the housing stock being out of the affordable range for large portions of the population and high percentages of cost burdened households when housing is able to be obtained. To combat market trends that prevent access to affordable housing, the City of Port Orange continues to strive to create an environment where existing affordable housing stock is supported and has provided guidance through several City policies to foster the development of additional affordable housing stock in the community.

Discussion:

Overall, Port Orange’s Comprehensive Plan Housing Element contains several good-faith measures to promote affordable and multifamily housing. However, with a growing population and the lack of existing affordable housing options, Port Orange may wish to expand zoning tools for promoting affordable housing. If homeowners in residential districts could rent secondary living quarters or ADUs to unrelated tenants, the supply of affordable housing in desirable neighborhoods could be significantly expanded, depending on the level of interest among homeowners in becoming landlords. The strongest regulatory tool to promote affordable housing development—at least in new multifamily developments not yet developed—would be to require inclusionary housing measures and density bonus measures for the development of affordable housing units.

AP-85 Other Actions – 91.220(k)

Introduction:

This section of the Action Plan outlines the planned actions of the City and its partner agencies to meeting underserved needs, fostering, and maintaining affordable housing, reducing lead based paint hazards, reducing the number of poverty-level families, and developing institutional structure.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting all the identified needs is the lack of financial resources available to public and private agencies who serve the needs of the City's low-and moderate-income residents. For PY2024, the City has allocated \$370,260 in CDBG funding to assist residents in low income neighborhoods by addressing the public infrastructure needs of these communities. The City will continue to foster existing partnerships and collaborate with new partners to bring needed resources to meet the needs of Port Orange residents.

Actions planned to foster and maintain affordable housing

The affordable housing needs of Port Orange residents will continue to be addressed by the Volusia County Community Assistance Division.

Actions planned to reduce lead-based paint hazards

Lead-based paint hazards continue to be managed by Volusia County where regulatorily required. The Florida Department of Health will also reduce lead-based paint hazards through its Lead Poisoning Prevention program.

Actions planned to reduce the number of poverty-level families

According to the 2019 ACS, the poverty-rate in Port Orange is 14.9% as compared to 13.1% poverty-rate in Volusia County. For citizens living in Port Orange, educational attainment is the leading disparity influencing wage earnings and access to employment opportunities. Understanding the value in having a trained workforce, the City of Port Orange participates with the East Central Florida Regional Planning Council and with Volusia County on economic development and workforce training initiatives. The jurisdiction has a general goal of encouraging education/workforce training and providing services to mitigate some of the effects of living in poverty.

Actions planned to develop institutional structure

The Grants Administration staff currently coordinates with City departments and Volusia County to meet the goals and objectives of the Consolidated Plan. During FY2024-2025, the City will continue to foster

existing relationships and collaborate with new partners to meet the needs of residents. The partnership with the CoHH and its member organizations will be further developed to address the needs of the homeless population.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to consult with the City of Daytona Beach, the City of Ormond Beach, and Volusia County to ensure that the needs of homeless persons in the City are met.

Discussion:

See above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City of Port Orange anticipates spending at least 80% of 2022 CDBG funds on activity(s) that benefit low to moderate income persons.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

See above

August 6, 2024, 2nd Amendment to the City of Port Orange PY2021 Annual Action Plan (AAP) to move \$323,712.00 from Direct Project Costs Causeway Park to Direct Project Costs to the Jackson Street and Oak Street Drainage Improvements was approved by the Port Orange City Council.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Port Orange PY 2021-2022 Annual Action Plan (AAP) is being amended to move \$61,503 from Administration and Planning to direct project cost to Jackson Street and Oak Street Drainage Improvement Project. The proposed use of these funds was to aid administration of the CDBG program and oversight of grant activities which only required \$19,425. An amendment is necessary because the remainder of these funds are needed for direct project costs.

As a recipient of federal grant funds, the U.S. Department of Housing and Urban Development (HUD) required the City of Port Orange to prepare and adopt a Five-Year Consolidated Plan for PY2021 to PY2025. This PY2021 Annual Action Plan is in the second year of implementation of the Consolidated Plan.

The Action Plan serves as the City's application for Community Development Block Grant (CDBG) funding, and describes needs, goals and objectives. This plan covers a period beginning October 1, 2023 and ending on September 30, 2024. This plan was developed pursuant to Federal guidelines found at 24 CFR 91.

The City of Port Orange is located within Volusia County Florida. As of 2021, the population estimate is 63,486 persons. As of 2020, there are five Census Tracts within the City that have a population whose income is at or below 80% of the area median income. The City has not defined specific target areas within the City.

Aligned with the adopted Five (5) Year CDBG Consolidated Plan previously approved by HUD, staff are proposing to utilize the city's PY2021 CDBG allocation for Direct Project Costs (\$323,712) on the Jackson Street and Oak Street Drainage Improvements.

The 2021-2025 Five-year Consolidated Plan addresses improvement projects by the City to improve infrastructure.

2. Summarize the objectives and outcomes identified in the Plan

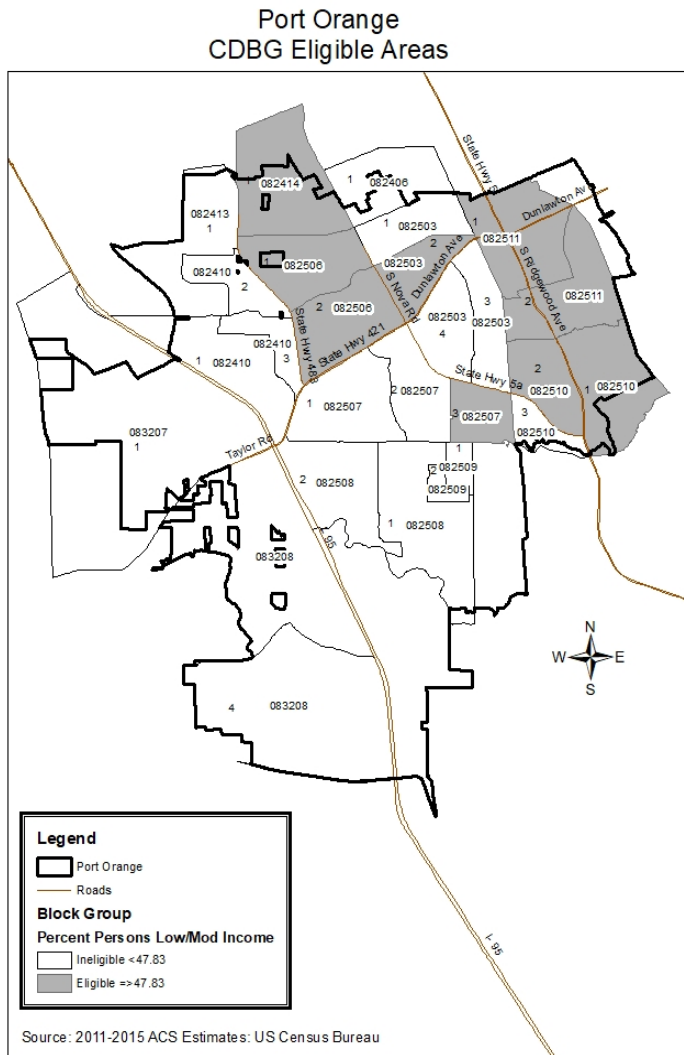
The City of Port Orange developed its 2021-2025 Five-Year Consolidated Plan and Annual Action Plans based on an analysis of the data presented along with community participation and stakeholder

consultation process. The Consolidated Plan identified the community's affordable housing, community development, homelessness, and economic development needs, and outlines a comprehensive and coordinated strategy for addressing them.

Through these efforts established during the development of the Consolidated Plan the city identified three high priority needs in which to invest CDBG funding throughout the five-year period. The priority needs included: 1) Public Improvements and Infrastructure, 2) Public Facilities, and 3) Economic Development.

To provide for the top priority needs, the goals for the period continue to be as follows:

1. Improve public infrastructure – Including improvements to streets, sidewalks, stormwater drainage, sewer, and other public infrastructure in low/moderate income areas. Residents have also expressed a desire for improving roads and striping on streets, fixing drainage, and stormwater runoff improvement.
2. Provide housing and services for homeless persons – Including emergency shelter, transitional housing, and permanent housing, as well as outreach and supportive services. The City will focus on providing funds to subrecipients that operate emergency shelters or transitional housing.
3. For PY2021, the City will carry out the Jackson Street and Oak Street Drainage Improvements in Census tract 825.03/ block group 2. This activity will benefit all the residents in this low moderate-income area.



2022 CDBG Eligible Areas

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Port Orange became eligible to receive HUD CPD funds in 2006. Since that time, the City has received \$4,004,620 in CDBG funds. The Consolidated Plan for the prior Five-Year period of 2016-2020 provided the oversight and guidance to accomplish established goals through annual action plans directed toward the identified priority of public infrastructure improvement. Two multi-year priority projects for the City, the Virginia Avenue and Monroe Street Drainage Improvement Project and the Howe's Street Drainage Improvement Project, receive multiple annual allocations of CDBG funding.

These projects have provided direct positive impact to more than 10,000 residents of the City of Port Orange, exceeding the project outcomes and alleviating flooding in an LMI neighborhood. Roadway Repairs and Resurfacing Improvements provided direct positive impact in four LMI census groups, also exceeding the projected outcomes of assistance to 3000 residents by more than double.

4. Summary of Citizen Participation Process and consultation process

During the preparation of the 2021-2025 Five-Year Consolidated Plan the City of Port Orange consulted with community service providers, other jurisdictions, and other entities, public and private, with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues. The City solicited public feedback through newspapers, local media outlets, official government website, direct e-mail, stakeholders' consultations, public hearings, and online surveys. During the preparation of the PY 22 Annual Action Plan a Notice of Public Hearing appeared in the local newspaper, the Daytona Beach News Journal, on Friday, June 24, 2022 to invite the community to participate in a Public Hearing on Tuesday, July 5, 2022 regarding the Proposed PY2022 Annual Action Plan. The newspaper advertisement encouraged the public to submit written comments on the Action Plan during the 30-day public comment period from Friday, June 24, 2022-Monday, July 25, 2022.

2nd Amendment to move \$323,712.00 from Direct Project Costs Causeway Park to Direct Project Costs to the Jackson Street and Oak Street Drainage Improvements Project.

The City of Port Orange held a Public Hearing on Tuesday, June 24, 2024 at 5:30 p.m. in Council Chambers, City Hall, 1000 City Center Circle, Port Orange, FL, 32129. The City sought public input on the PY2021 Annual Action Plan (AAP) to move \$323,712.00 from Direct Project Costs Causeway Park to Direct Project Costs to the Jackson Street and Oak Street Drainage Improvements Project.

Citizen participation was also permitted at the Port Orange City Council meeting held in Council Chambers on August 6, 2024 and Council approved the 2nd Amendment to PY 2021 AAP. The amendment proposal received no dissenting views and so was approved.

Consistent with the process identified in the city's adopted Citizen Participation Plan, the City of Port Orange has prepared this Annual Action Plan through an open process to obtain input from community stakeholders.

1st Amendment to move \$61,503.00 from Administration and Planning to direct project costs to the Jackson Street and Oak Street Drainage Improvements Project.

The City of Port Orange held a Public Hearing on Tuesday, January 16, 2024 at 5:30 p.m. in Council Chambers, City Hall, 1000 City Center Circle, Port Orange, FL, 32129. The City sought public input on the PY2021 Annual Action Plan (AAP) to move \$61,503.00 from Planning and Administration to Direct Project Costs to the Jackson Street and Oak Street Drainage Improvements.

Citizen participation was also permitted at the Port Orange City Council meeting held in Council Chambers on April 2, 2024 and Council approved the first amendment to PY 2021 AAP. The amendment proposal received no dissenting views and so was approved.

Consistent with the process identified in the city's adopted Citizen Participation Plan, the City of Port Orange has prepared this Annual Action Plan through an open process to obtain input from community stakeholders.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Port Orange anticipates receiving \$404,640 in CDBG funds from HUD for PY 2021-2022, the first year of the Consolidated Plan. The City does not expect to receive any program income and prior year funds will not be reallocated. The City expects the level of funding to be roughly the same for the remaining four years of the planning period. Based on the annual allocation, the City expects \$1,618,560 to be available for the remainder of the Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Improve Public Infrastructure and Facilities	404,640	0	0	404,640	1,618,560	Anticipated resources based on the FY 2021-2022 allocation.

Table 59 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not require a match from non-federal sources. However, the CDBG funds will leverage additional sources of funding including general and local funds and possible State funding.

As evidenced by the historical allocations, the needs of the City far outweigh the CDBG allocation and projects where CDBG funding is invested will often be partially funded from other sources in order to make the project feasible. Traditionally, the source of these additional funds depends on both the nature of the activity and the location.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Not currently applicable.

Discussion

While the City has not committed any local resources to address the priority needs as of the writing of the Consolidated Plan, as projects are identified during the planning period, if there are funding deficits, the City may utilize available local funding and State funding to fill the gap, as needed.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Public Infrastructure & Facilities	2021	2025	Non-Housing Community Development	LM Areas	Public Infrastructure and Facilities	CDBG: \$384,715	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1,235 Persons Assisted
It	Administration	2021	2025	Administration	N/A	Administration	CDBG: \$19,925	Other: 0

Table 60 – Goals Summary

Goal Descriptions

1	Goal Name	Improve Public Infrastructure & Facilities
	Goal Description	Infrastructure improvements including flood and drainage, road improvements, sidewalk improvements, ADA improvements, and sewer connections.
2	Goal Name	Administration
	Goal Description	Program planning and administration costs.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following table contains the projects that the City will be fund in FY 2021-2022 using CDBG funds. Up to 20% of the CDBG allocation can be expended on Planning and Administration

Projects

#	Project Name
1	Jackson Street and Oak Street Drainage Improvements Project
2	Planning & Administration

Table 61 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priorities were determined based on stakeholders and community input, the needs assessment and market analysis, as well as other reports and studies conducted by the City including the Capital Improvement Plan.

The primary obstacle to meeting the underserved needs in Port Orange is the limited financial resources. While the City recognizes that affordable housing, public facilities, homelessness, and economic development are important and necessary for a viable community, the CDBG funds received by the City cannot address all the needs of the residents. The activities that are proposed to be funded in FY 2021-2022 will have a significant impact on low- and moderate-income persons in the City.

AP-38 Project Summary

Project Summary Information

1	Project Name	Jackson Street and Oak Street Drainage Improvments Project
	Target Area	LMI Area
	Goals Supported	Improve Public Infrastructure
	Needs Addressed	Public Improvements and Infrastructure
	Funding	CDBG: \$385,215
	Description	The City of Port Orange will pipe the existing open drainage ditches on the west side of Jackson Street (between Dunlawton Ave. and Canal View Blvd) and the south side of Oak Street (between Jackson St. and Dunlawton Ave). In addition, they will also mill and resurface the roads on Jackson and Oaks Streets along the limits of the ditch piping and construct a five-foot-wide sidewalk on the west side of Jackson Street where none existed previously for pedestrian safety.
	Target Date	09/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that all 1,410 residents in LMI Census Tract 825.03 Block group 2 will benefit from this sidewalk improvement project.
	Location Description	The location will be on the west side of Jackson Street (between Dunlawton Ave. and Canal View Blvd) and the south side of Oak Street (between Jackson St. and Dunlawton Ave).
	Planned Activities	Pipe the existing open drainage ditches, mill and resurface roads along the limits of the ditch piping and construct a five-foot-wide sidewalk.
2	Project Name	PY2021 Planning & Administration

	Target Area	LMI Area
	Goals Supported	Planning and Administration
	Needs Addressed	Public Improvements and Infrastructure
	Funding	CDBG: \$19,425
	Description	Planning and administration of the CDBG project
	Target Date	9/30/22
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	Administration of PY2021 CDBG program and oversight of grant activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Port Orange has identified 9 census areas that have at least 47.83% (FY 2021 exception percentage) of their residents within low- and moderate-income category (0-80% AMI), as defined by HUD.

The City funds projects citywide and generally, does not direct its assistance based primarily on geographic location. The CDBG program allows resources to be allocated based on income characteristics of the direct beneficiaries or of the area that will benefit from an activity. CDBG funded public infrastructure and facility projects will be in the City's low- and moderate-income Census tracts.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 62 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Since the primary objective of the CDBG program is to benefit low- and moderate-income persons, the City of Port Orange will utilize CDBG funds for projects and activities that will provide assistance to this target population and benefit the City by improving the living environment for the residents.

Discussion

For FY 2021-2022, the City will carry out the Causeway Park - Parking and Seawall Improvement facility improvement project in census tract 825.11/ block group 1 and Jackson Street and Oak Street Drainage Improvements in census tract 825.03/ block group 2 will benefit all the residents in the census area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Port Orange does not plan on funding any affordable housing activities using CDBG funds. Due to the limited CDBG resources, the funds will be used for public infrastructure and facility projects that will have a greater impact on the residents of the City. Affordable housing goals will continue to be addressed by the Volusia County Community Assistance Division through their allocation of SHIP funds and any other funding sources that become available that can be used countywide including municipalities within the County.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 64 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 65 - One Year Goals for Affordable Housing by Support Type

Discussion

The City may utilize general funds to continue to address the housing and supportive services needs of the homeless population in Port Orange. During PY 2020-2021, the City provided approximately \$35,000 in general revenue funds to the First Step Shelter to assist with emergency shelter operations.

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

There are currently no public housing units managed in the City of Port Orange. The public housing needs in Port Orange are served by the County of Volusia Department of Community Services (VDCS).

As the county's Public Housing Agency (PHA), the Community Assistance Division administers approximately 322 housing choice vouchers.

As Volusia County Public Housing Agency (PHA), the Community Assistance Division manages the Housing Choice Voucher Program (Section 8) the federal government major program which assists very low-income families including the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants can find their own suitable housing, including single-family homes, townhouses and apartments.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The County of Volusia Department of Community Services will continue to provide opportunities using public meetings to inform citizens of engagement opportunities and review issues presented by the County's Human Services Advisory Board.

VDCS administers the Family Self Sufficiency (FSS) Program which helps residents of Public Housing attain success in their financial future. Participants sign a contract to be a part of the (FSS) Program for five (5) years and they are compensated monetarily at the end of the program. Monies received at the end of the program can be used in a variety of ways, such as a down payment of a home. The (FSS) Program also provides information and resources to the residents of how to repair their credit and is also a link to agencies that can provide financial guidance by putting them in touch with realtors and banks that can assist the resident in attaining homeownership if that is their goal.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not listed as "troubled" by HUD. VDCS will continue to provide services that improve the lives of its public housing residents.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

N/A

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

No actions planned for PY 2021-2022.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Port Orange, annually budgets funds in the amount of \$35,000 for the First Step Shelter.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

No actions are planned for PY 2021-2022.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

No actions are planned for PY 2021-2022.

Discussion

N/A

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

N/A

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

For the 2019 ACS (period from 2015-2019) Port Orange's median income was \$51,883, an increase of 15.3% and rent increased 7%, despite the national housing downturn and prolonged recession. This is based on comparisons between the 2014 ACS (covers 2009 - 2014) and the 2019 ACS (covers 2015-2019). High home values and rents have resulted in much of the housing stock being out of the affordable range for large portions of the population and high percentages of cost burdened households when housing is able to be obtained. To combat market trends that prevent access to affordable housing, the City of Port Orange continues to strive to create an environment where existing affordable housing stock is supported and has provided guidance through several City policies to foster the development of additional affordable housing stock in the community.

Discussion:

Overall, Port Orange's Comprehensive Plan Housing Element contains several good-faith measures to promote affordable and multifamily housing. However, with a growing population and the lack of existing affordable housing options, Port Orange may wish to expand zoning tools for promoting affordable housing. If homeowners in residential districts were allowed to rent secondary living quarters or ADUs to unrelated tenants, the supply of affordable housing in desirable neighborhoods could be significantly expanded, depending on the level of interest among homeowners in becoming landlords. The strongest regulatory tool to promote affordable housing development—at least in new multifamily developments not yet developed—would be to require inclusionary housing measures and density bonus measures for the development of affordable housing units.

AP-85 Other Actions – 91.220(k)

Introduction:

This section of the Action Plan outlines the planned actions of the City and its partner agencies to meeting underserved needs, fostering, and maintaining affordable housing, reducing lead-based paint hazards, reducing the number of poverty-level families, and developing institutional structure.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting all the identified needs is the lack of financial resources available to public and private agencies who serve the needs of the City's low- and moderate-income residents. For FY 2021-2022, the City has allocated \$385,215 in CDBG funding to assist residents in low-income neighborhoods by addressing the public infrastructure and facilities needs of these communities. The City will continue to foster existing partnerships and collaborate with new partners to bring needed resources to meet the needs of Port Orange residents.

Actions planned to foster and maintain affordable housing

The affordable housing needs of Port Orange residents will continue to be addressed by the Volusia County Community Assistance Division.

Actions planned to reduce lead-based paint hazards

Lead-based paint hazards will be addressed by Volusia County where regulatory required. The Florida Department of Health will also reduce lead-based paint hazards through its Lead Poisoning Prevention program.

Actions planned to reduce the number of poverty-level families

According to the 2019 ACS, the poverty-rate in Port Orange is 14.9% as compared to 13.1% poverty-rate in Volusia County. For citizens living in Port Orange, educational attainment is the leading disparity influencing wage earnings and access to employment opportunities. Understanding the value in having a trained workforce, the City of Port Orange participates with the East Central Florida Regional Planning Council and with Volusia County on economic development and workforce training initiatives. The jurisdiction has a general goal of encouraging education/workforce training and providing services to mitigate some of the effects of living in poverty.

Actions planned to develop institutional structure

The Grants Administration staff currently coordinates with City departments and Volusia County to meet the goals and objectives of the Consolidated Plan. During FY 2021-2022, the City will continue to foster existing relationships and collaborate with new partners to meet the needs of residents. The partnership with the CoHH and its member organizations will be further developed to address the needs of the homeless population.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to consult with the City of Daytona Beach, the City of Ormond Beach, and Volusia County to ensure that the needs of homeless persons in the City are met.

Discussion:

N/A

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

DRAFT

DRAFT

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Mayor

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2024 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Mayor

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

N/A

Signature of Authorized Official

Date

Mayor

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

N/A

Signature of Authorized Official

Date

Mayor

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

N/A

Signature of Authorized Official

Date

Mayor

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

N/A

Signature of Authorized Official

Date

Mayor

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

B-23-MC-12-0053

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Port Orange

* b. Employer/Taxpayer Identification Number (EIN/TIN):

59-6000412

* c. UEI:

LV8ZD1LYF3H4

d. Address:

* Street1:

1000 City Center Circle

Street2:

* City:

City of Port Orange

County/Parish:

* State:

FL: Florida

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

32129-4144

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms

* First Name:

Theresa

Middle Name:

* Last Name:

Brooks

Suffix:

Title:

Grants Manager

Organizational Affiliation:

* Telephone Number:

(386) 717-9050

Fax Number:

* Email:

tbrooks@port-orange.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

14.218

* Title:

Community Development Block Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Community Development Block Grant Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

FL6

* b. Program/Project

FL6

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

10/01/2024

* b. End Date:

09/30/2025

18. Estimated Funding (\$):

* a. Federal

370,260.00

* b. Applicant

0.00

* c. State

0.00

* d. Local

0.00

* e. Other

0.00

* f. Program Income

0.00

* g. TOTAL

370,260.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes

☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Donald

Middle Name:

O

* Last Name:

Burnette

Suffix:

* Title:

Mayor

* Telephone Number:

386-506-5502

Fax Number:

* Email:

dburnette@port-orange.org

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Port Orange	



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/6/2024

SUBJECT: (D11) Resolution No. 24-25 - Approval of Grant Subcontract in the amount of \$18,987.28 from University of North Florida Training and Services, Institute Inc., d/b/a Institute of Police Technology and Management for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility and Enforcement Project

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution No. 24-25.

SUMMARY: The University of North Florida Training and Services, Institute Inc., d/b/a Institute of Police Technology and Management (IPTM) received a Florida Department of Transportation (FDOT) grant for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility and Enforcement Project. The subcontract between IPTM and the City in the amount of \$18,987.28 encompasses a project that will utilize law enforcement staff to reinforce safe pedestrian, bicyclist, and driver behavior in priority counties. The goal of the effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details. This reimbursement contract will cover project expenses, including overtime hours for sworn law enforcement officers.

The grant aims to develop and implement effective community-level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists. The goal is to mitigate crashes by increasing awareness of the laws and compliance with traffic laws that protect the safety of pedestrians and bicyclists by providing High Visibility education and enforcement of all road users (pedestrians, bicyclists, and motorists) to change behaviors and improve safety. The Police Department will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact.

The police department will use the funds to provide additional high-visibility patrols to focus on pedestrian, bicycle, and crosswalk safety violations through education and enforcement. Personnel assigned to this initiative will be paid overtime and will not affect minimum patrol staffing levels. Staff participating in this program will receive the required training.

The pre-approved locations for this High Visibility education and enforcement are:

-
- US 1 from Niver Street to Cindy Lane
 - Dunlawton Avenue, from Village Trail to South Nova Road
 - Clyde Morris Boulevard, Madeline Avenue to Reed Canal Road
 - Taylor Road from Summer Trees Road to Clyde Morris Boulevard
 - South Nova Road from Samms Avenue to Herbert Street
 - US 1 from Meeker Place to Herbert Street
 - South Nova Road from Palm Boulevard to Tree Garden Drive

This will be a part of the Fiscal Year 2024-25 budget.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	Resolution No. 24-25 w exhibit	Resolution No. 24-25 w exhibit.pdf
2.	2024 Pedestrian and Bicycle Safety HVE Program Agreement	2024 Pedestrian and Bicycle Safety HVE Program (1).pdf

Manuel Marino	Created/Initiated - 7/12/2024
Manuel Marino	Approved - 7/12/2024
John McKinney	Approved - 7/16/2024
Matthew Jones	Approved - 7/19/2024
Wayne Clark	Approved - 7/26/2024
Tracee Cody	Final Approval - 7/29/2024

RESOLUTION NO. 24-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE SUBCONTRACT FROM THE UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE, INC., D/B/A INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT, FOR FLORIDA'S BICYCLE PEDESTRIAN FOCUSED INITIATIVE: COMMUNICATION AND HIGH VISIBILITY AND ENFORCEMENT PROJECT GRANT IN THE AMOUNT OF \$18,987.28; AUTHORIZING BUDGET AMENDMENTS FOR REVENUES AND EXPENDITURES NECESSARY TO APPROPRIATE SAID GRANT FUNDS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University of North Florida Training and Services Institute Inc., d/b/a Institute of Police Technology and Management (IPTM) received a Florida Department of Transportation (FDOT) grant for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility and Enforcement Project; and

WHEREAS, the University of North Florida Training and Services, Institute Inc., d/b/a Institute of Police Technology and Management (IPTM) approved a grant amount of \$18,987.28 for the Port Orange Police Department; and

WHEREAS, Florida Department of Transportation approved the subcontract agreement with the City of Port Orange in the amount of \$18,987.28, attached hereto as **Exhibit "1"** and made a part hereof by reference ("Subcontract"); and

WHEREAS, the City Council of the City of Port Orange approves submitting reimbursements for eligible project expenditures; and

WHEREAS, The City Council desires to budget for the reimbursement grant from the University of North Florida Training and Services Institute Inc., d/b/a Institute of Police Technology and Management (IPTM) funded by Florida Department of Transportation (FDOT) for Florida's Bicycle Pedestrian Focused Initiative; Communication and High Visibility and Enforcement Project in the amount of \$18,987.28.

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

Section 1. The City Council of the City of Port Orange hereby approves the Subcontract with the University of North Florida Training and Services Institute Inc., d/b/a Institute of Police Technology and Management (IPTM), and thereby accepts the grant funding in the amount of \$18,987.28.

Section 2. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution related to the budgeting of said grant for the revenues and expenditures for the above-referenced project. The City Manager may, as deemed appropriate, necessary, and convenient, delegate the powers of implementation as set forth herein to such City employees as deemed effectual and prudent in furtherance thereof.

Section 3. The Mayor and City Clerk are hereby authorized to sign any and all necessary documents to implement the provisions of this Resolution.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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

EXHIBIT "1"**Letter of Agreement and Contract**

In this contract between the City of Port Orange ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 9, 2025.

Total contract amount will not exceed \$18,987.28

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract G2X22. All services must be completed by May 9, 2025. The final invoice must be received by June 6, 2025 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"

SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. **OBJECTIVE:**

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. **PURPOSE:**

In 2022, 3,553 people lost their lives in traffic crashes on Florida's roadways. More than 22% of them were pedestrians (786) and more than 6% were bicyclists (220).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. **IPTM RESPONSIBILITIES:**

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. **VENDOR SERVICES AND RESPONSIBILITIES:**

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☐ Only Tier 1 locations shall be worked from contract execution through May 9, 2025

☐ Only Tier 2 locations shall be worked from contract execution through May 9, 2025

☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 9, 2025. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2025 through May 9, 2025

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.

- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.
- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2023.** The refresher training class titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"* is not a substitute for the 4-hour classroom course for initial eligibility into this program.
- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"*. For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.
- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.
- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

- Intense:** Enforcement activities are over and above what normally takes place.
- Frequent:** Enforcement occurs often enough to create general deterrence.
- Visible:** A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 28, 2025.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☐ Only Tier 1 locations shall be worked from contract execution through May 9, 2025.
☐ Only Tier 2 locations shall be worked from contract execution through May 9, 2025.
☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 9, 2025. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2025 through May 9, 2025.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: \$18,987.28

EXHIBIT "C"

**Locations for Port Orange Police Department
Florida's Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign**

Rank	Roadway Name	From	To	Tier	Time Range		Day of the Week
					From	To	
3	US 1	Niver Street	Cindy Lane	1	2400	2000	Monday, Tuesday, Wednesday, Saturday
6	Dunlawton Avenue	Village Trail	S Nova Road	1	900	2200	Monday, Wednesday, Thursday, Friday, Sunday
10	Clyde Morris Boulevard	Madeline Avenue	Reed Canal Road	1	600	2100	Monday, Tuesday, Thursday, Sunday
18	Taylor Road	Summer Trees Road	Clyde Morris Boulevard	1	700	2200	Monday, Tuesday, Wednesday, Thursday, Friday, Sunday
28	S Nova Road	Samms Avenue	Herbert Street	2	700	1700	Monday, Wednesday
33	US 1	Meeker Place	Herbert Street	2	1600	2100	Tuesday, Friday, Saturday
39	S Nova Road	Palm Boulevard	Tree Garden Drive	2	1000	1200	Monday, Tuesday, Thursday

Data Source: Crash Analysis Reporting System 7/1/2018-6/30/2023 (downloaded March 2024). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management**

Vince Smyth, Associate Vice President

Date _____

Cameron Pucci, Director

Date _____

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Port Orange

Address: 4545 South Clyde Morris Blvd, Port Orange, FL 32129

Vendor's Authorized Agent Signature

Date _____

Printed Name

Title

- DocuSigned by:

Chris Craig

07/02/2024 | 10:33 AM EDT

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FDOT APPROVAL

Exhibit "D"**FY2024 - Subcontract Agreement Required Federal Clauses, Per Part V**

- i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract # G2X22. A final invoice must be received by June 6, 2025 or payment will be forfeited.
- ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Chapter 20.055(5), F.S.
- v. **DBE Assurance.** The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.
- vi. **E-Verify.** Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

- vii. **Nondiscrimination.** During the performance of this subcontract, the Subcontractor agrees:
1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein
 3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA
 4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.
- viii. **Clean Air Act and Federal Water Pollution Control Act.** Subcontracts for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- ix. **Integrity Certification.** The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- x. **Contract Work Hours and Safety Standards Act.** All subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- xi. **Indemnification and Insurance.** To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- xii. **Policy on Banning Text Messaging While Driving Act.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

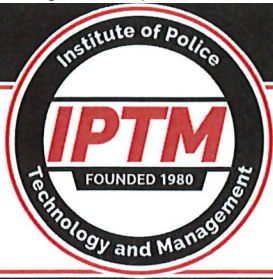
Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

- xiii. **Human Trafficking.** The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

- xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

- xv. **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.



Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 1, 2024

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G2X22

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Port Orange in the amount of \$18,987.28. Under the contract, Port Orange Police Department will conduct overtime high visibility education and enforcement operations through May 9, 2025.

I appreciate your consideration of this request.

Sincerely,

A handwritten signature in purple ink, appearing to read "Angel Williams", is written over the "Sincerely," text.

Angel Williams
Coordinator

Attachment

Letter of Agreement and Contract

In this contract between the City of Port Orange ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 9, 2025.

Total contract amount will not exceed \$18,987.28

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract G2X22. All services must be completed by May 9, 2025. The final invoice must be received by June 6, 2025 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"

SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. **OBJECTIVE:**

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. **PURPOSE:**

In 2022, 3,553 people lost their lives in traffic crashes on Florida's roadways. More than 22% of them were pedestrians (786) and more than 6% were bicyclists (220).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. **IPTM RESPONSIBILITIES:**

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. **VENDOR SERVICES AND RESPONSIBILITIES:**

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☐ Only Tier 1 locations shall be worked from contract execution through May 9, 2025

☐ Only Tier 2 locations shall be worked from contract execution through May 9, 2025

☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 9, 2025. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2025 through May 9, 2025

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.

- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.
- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2023.** The refresher training class titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"* is not a substitute for the 4-hour classroom course for initial eligibility into this program.
- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"*. For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.
- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.
- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

- Intense:** Enforcement activities are over and above what normally takes place.
- Frequent:** Enforcement occurs often enough to create general deterrence.
- Visible:** A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 28, 2025.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☐ Only Tier 1 locations shall be worked from contract execution through May 9, 2025.
☐ Only Tier 2 locations shall be worked from contract execution through May 9, 2025.
☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 9, 2025. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2025 through May 9, 2025.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: \$18,987.28

EXHIBIT "C"

**Locations for Port Orange Police Department
Florida's Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign**

Rank	Roadway Name	From	To	Tier	Time Range		Day of the Week
					From	To	
3	US 1	Niver Street	Cindy Lane	1	2400	2000	Monday, Tuesday, Wednesday, Saturday
6	Dunlawton Avenue	Village Trail	S Nova Road	1	900	2200	Monday, Wednesday, Thursday, Friday, Sunday
10	Clyde Morris Boulevard	Madeline Avenue	Reed Canal Road	1	600	2100	Monday, Tuesday, Thursday, Sunday
18	Taylor Road	Summer Trees Road	Clyde Morris Boulevard	1	700	2200	Monday, Tuesday, Wednesday, Thursday, Friday, Sunday
28	S Nova Road	Samms Avenue	Herbert Street	2	700	1700	Monday, Wednesday
33	US 1	Meeker Place	Herbert Street	2	1600	2100	Tuesday, Friday, Saturday
39	S Nova Road	Palm Boulevard	Tree Garden Drive	2	1000	1200	Monday, Tuesday, Thursday

Data Source: Crash Analysis Reporting System 7/1/2018-6/30/2023 (downloaded March 2024). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management**

Vince Smyth, Associate Vice President

Date _____

Cameron Pucci, Director

Date _____

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Port Orange

Address: 4545 South Clyde Morris Blvd, Port Orange, FL 32129

Vendor's Authorized Agent Signature

Date _____

Printed Name

Title

- DocuSigned by:

Chris Craig

07/02/2024 | 10:33 AM EDT

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FDOT APPROVAL

Exhibit "D"**FY2024 - Subcontract Agreement Required Federal Clauses, Per Part V**

- i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract # G2X22. A final invoice must be received by June 6, 2025 or payment will be forfeited.
- ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Chapter 20.055(5), F.S.
- v. **DBE Assurance.** The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.
- vi. **E-Verify.** Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

- vii. **Nondiscrimination.** During the performance of this subcontract, the Subcontractor agrees:
1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein
 3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA
 4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.
- viii. **Clean Air Act and Federal Water Pollution Control Act.** Subcontracts for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- ix. **Integrity Certification.** The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- x. **Contract Work Hours and Safety Standards Act.** All subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- xi. **Indemnification and Insurance.** To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- xii. **Policy on Banning Text Messaging While Driving Act.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

- xiii. **Human Trafficking.** The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

- xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

- xv. **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/6/2024

SUBJECT: (D12) Resolution No. 24-26 - Approval of the Vulnerability Assessment Grant Agreement for \$164,650.00 from the Florida Department of Environmental Protection

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 24-26.

SUMMARY: On May 12, 2021, Governor Ron DeSantis signed Senate Bill 1954 into law. This comprehensive legislation ensures a coordinated approach to Florida's coastal and inland resiliency. The Resilient Florida Program enhances the state's efforts to protect inland waterways, coastlines and shores.

The Resilient Florida Program includes a selection of grants that are available to counties, municipalities, special districts, and regional resilience entities. Eligible applicants may receive funding assistance to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation.

The City has been awarded a planning grant in the amount of \$164,650 to complete a Comprehensive Vulnerability Assessment (VA) as well as to develop an Adaptation Plan, which will identify potential projects to protect against flooding. The VA will also include public outreach and stakeholder engagement as part of the comprehensive process.

The final VA includes conducting analysis to determine the level of exposure and sensitivity of critical infrastructure and vulnerable areas of the city to flooding. It will also contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise.

Once the VA is complete and accepted by the state, the city is eligible to receive implementation grants to assist with funding for projects identified in the assessment.

The complete scope of the VA is included in the Work Plan attached to this Item.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Resolution No. 24-26	Resolution No. 24-26.pdf
2.	24PLN74 - City of Port Orange Comprehensive Vulnerability Assessment - For Execution w Mayor and City Clerk	24PLN74 - City of Port Orange Comprehensive Vulnerability Assessment - For Execution w Mayor and City Clerk.pdf
3.	24PLN74 - Work Plan	24PLN74 - Work Plan.pdf

John McKinney	Created/Initiated - 7/16/2024
Junos Reed	Approved - 7/18/2024
John McKinney	Approved - 7/18/2024
Matthew Jones	Approved - 7/22/2024
Wayne Clark	Approved - 7/26/2024
Tracee Cody	Final Approval - 7/29/2024

RESOLUTION NO. 24-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ACCEPTING A \$164,650 GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP"); APPROVING THE STANDARD GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (GRANT AGREEMENT 24PLN74) FOR THE PURPOSE OF COMPLETING A COMPREHENSIVE VULNERABILITY ASSESSMENT (VA) AND DEVELOPMENT OF AN ADAPTATION PLAN FOR IDENTIFYING PROJECTS TO PROTECT AGAINST FLOODING; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST ALL NECESSARY DOCUMENTS FOR SAID GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 12, 2021, Governor Ron DeSantis signed comprehensive legislation known as the Resilient Florida Program to ensure a coordinated approach to Florida's coastal and inland resiliency, furthering the state's efforts to protect inland waterways, coastlines and shores; and

WHEREAS, the City has been awarded a \$164,650 grant from the State of Florida Department of Environmental Protection to complete a Comprehensive Vulnerability Assessment (VA) as well as to develop an Adaptation Plan, which will identify potential projects to protect against flooding; and

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

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

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

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

Section 2. The City Council of the City of Port Orange, Florida, hereby approves and accepts the State of Florida Department of Environmental Protection Grant in the amount of \$164,650 and approves entering into a grant agreement with the State of Florida Department of Environmental Protection for the purpose of completing a Comprehensive Vulnerability Assessment (VA) and developing an Adaptation Plan for identifying potential projects to protect against flooding.

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

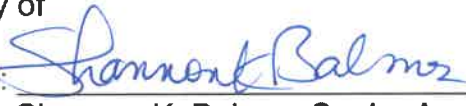
Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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

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

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

1. Project Title (Project): City of Port Orange Comprehensive Vulnerability Assessment Agreement Number: 24PLN74

2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: City of Port Orange Entity Type: Local Government
Grantee Address: 1000 City Center Circle FEID: 59-6000412
Port Orange, FL 32129 (Grantee)

3. Agreement Begin Date: 7/1/2023 Date of Expiration: 6/30/2026

4. Project Number: Project Location(s): Volusia County, Florida
(If different from Agreement Number)

Project Description: The City of Port Orange (Grantee) will complete the City of Port Orange Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as develop an Adaptation Plan. The Project will include public outreach and stakeholder engagement.

5. Total Amount of Funding: \$164,650.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	FY 23-24 GAA Line Item #1820	\$ 164,650.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 164,650.00

6. Department's Grant Manager Name: George Begley or successor
Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399
Phone: 850-245-8020
Email: George.Begley@FloridaDEP.gov
Grantee's Grant Manager Name: Theresa Brooks or successor
Address: City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Phone: 386-506-5702
Email: tbrooks@port-orange.org

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

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☒ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

<u>City of Port Orange</u>	GRANTEE
Grantee Name	
By 	
<i>(Authorized Signature)</i>	Date Signed
Donald O. Burnette, Mayor	
<u>Print Name and Title of Person Signing</u>	

<u>State of Florida Department of Environmental Protection</u>	DEPARTMENT
By 	
Secretary or Designee	Date Signed
Alex Reed, Director of the Office of Resilience and Coastal Protection	
<u>Print Name and Title of Person Signing</u>	

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, George Begley

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

Attest: _____
Robin L. Fenwick, City Clerk

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

Attachment 1

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price

Attachment 1

- subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

Attachment 1

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized

aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

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

23. Compliance with Federal, State and Local Laws.

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

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

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

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

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

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

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

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

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

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

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.**Attachment 1**

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24PLN74**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is City of Port Orange Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

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

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN74**

ATTACHMENT 3

PROJECT TITLE: City of Port Orange Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in the city of Port Orange within Volusia County, Florida.

PROJECT DESCRIPTION:

The City of Port Orange (Grantee) will complete the City of Port Orange Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as develop an Adaptation Plan. The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- **2.5:** A draft list of steering committee members; and

- **2.6:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 3: Assemble Steering Committee

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 2 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables: The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 4: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

Deliverables: The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation;
- **4.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **4.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 5: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **5.1:** Meeting agendas to include location, date, and time of meeting;
- **5.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **5.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;

- **5.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **5.5:** A summary report including attendee input and meeting outcomes.

Task 6: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **6.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **6.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **6.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 7: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **7.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 8: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire

Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **8.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **8.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 9: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **9.1:** Meeting agendas to include location, date, and time of meeting;
- **9.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **9.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **9.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **9.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 10: Identify Focus Areas

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **10.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **10.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;

- **10.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **10.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 11: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **11.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **11.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **11.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **11.4** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 12: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **12.1:** Meeting agendas to include location, date, and time of meeting;
- **12.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **12.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **12.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **12.5:** A summary report including attendee input and meeting outcomes.

Task 13: Local Mitigation Strategy

Description: The results of the Vulnerability Assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: The Grantee will provide a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

Task 14: Adaptation Plan

Description: The Grantee will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the final Adaptation Plan or Report.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the

Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	\$0	\$0	\$0	7/1/2024	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	\$2,450	\$0	\$2,450	7/1/2023	11/1/2024
3	Assemble Steering Committee	Contractual Services	\$2,180	\$0	\$2,180	7/1/2023	12/1/2024
4	Conduct Steering Committee Meetings	Contractual Services	\$9,000	\$0	\$9,000	7/1/2023	3/31/2026
5	Public Outreach Meeting #1	Contractual Services	\$4,700	\$0	\$4,700	7/1/2023	4/1/2025
6	Acquire Background Data	Contractual Services	\$8,300	\$0	\$8,300	7/1/2023	9/1/2025
7	Exposure Analysis	Contractual Services	\$21,600	\$0	\$21,600	7/1/2023	11/1/2025
8	Sensitivity Analysis	Contractual Services	\$31,800	\$0	\$31,800	7/1/2023	12/1/2025
9	Public Outreach Meeting #2	Contractual Services	\$4,700	\$0	\$4,700	7/1/2023	12/1/2025
10	Identify Focus Areas	Contractual Services	\$11,400	\$0	\$11,400	7/1/2023	2/1/2026
11	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$6,620	\$0	\$6,620	7/1/2023	1/31/2026
12	Public Presentation	Contractual Services	\$6,100	\$0	\$6,100	7/1/2023	3/31/2026

13	Local Mitigation Strategy	Contractual Services	\$21,100	\$0	\$21,100	7/1/2023	3/31/2026
14	Adaptation Plan	Contractual Services	\$34,700	\$0	\$34,700	7/1/2023	3/31/2026
Total:			\$164,650	\$0	\$164,650		

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

Attachment 4

1. Public Records.

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

Attachment 5

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

3 of 7

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY23.24	37.098	Resilient Florida	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$164,650.00
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project’s completion date.
8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F

DEP AGREEMENT NO. *Insert Agreement Number*

CITY OF PORT ORANGE COMPREHENSIVE VULNERABILITY ASSESSMENT

City of Port Orange

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Exhibit F, DEP Agreement # *Agreement Number*

Page 1

6/30/2023

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

**PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT NO: 24PLN74

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: () _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

**Photo/video/audio/artwork/recording
file name(s):** _____

**Location of photo/video/audio
recording/artwork:** _____

Name of person accepting Work submission _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN74

Project Title: City of Port Orange Comprehensive Vulnerability Assessment

Grantee: City of Port Orange

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST**

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN74**

ATTACHMENT 3

PROJECT TITLE: City of Port Orange Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in the city of Port Orange within Volusia County, Florida.

PROJECT DESCRIPTION:

The City of Port Orange (Grantee) will complete the City of Port Orange Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as develop an Adaptation Plan. The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- **2.5:** A draft list of steering committee members; and

- **2.6:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 3: Assemble Steering Committee

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 2 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables: The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 4: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

Deliverables: The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation;
- **4.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **4.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 5: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **5.1:** Meeting agendas to include location, date, and time of meeting;
- **5.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **5.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;

- **5.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **5.5:** A summary report including attendee input and meeting outcomes.

Task 6: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **6.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **6.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **6.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 7: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **7.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 8: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire

Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **8.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **8.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 9: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **9.1:** Meeting agendas to include location, date, and time of meeting;
- **9.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **9.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **9.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **9.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 10: Identify Focus Areas

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **10.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **10.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;

- **10.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **10.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 11: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **11.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **11.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **11.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **11.4** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 12: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **12.1:** Meeting agendas to include location, date, and time of meeting;
- **12.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **12.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **12.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **12.5:** A summary report including attendee input and meeting outcomes.

Task 13: Local Mitigation Strategy

Description: The results of the Vulnerability Assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: The Grantee will provide a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

Task 14: Adaptation Plan

Description: The Grantee will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the final Adaptation Plan or Report.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the

Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	\$0	\$0	\$0	7/1/2024	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	\$2,450	\$0	\$2,450	7/1/2023	11/1/2024
3	Assemble Steering Committee	Contractual Services	\$2,180	\$0	\$2,180	7/1/2023	12/1/2024
4	Conduct Steering Committee Meetings	Contractual Services	\$9,000	\$0	\$9,000	7/1/2023	3/31/2026
5	Public Outreach Meeting #1	Contractual Services	\$4,700	\$0	\$4,700	7/1/2023	4/1/2025
6	Acquire Background Data	Contractual Services	\$8,300	\$0	\$8,300	7/1/2023	9/1/2025
7	Exposure Analysis	Contractual Services	\$21,600	\$0	\$21,600	7/1/2023	11/1/2025
8	Sensitivity Analysis	Contractual Services	\$31,800	\$0	\$31,800	7/1/2023	12/1/2025
9	Public Outreach Meeting #2	Contractual Services	\$4,700	\$0	\$4,700	7/1/2023	12/1/2025
10	Identify Focus Areas	Contractual Services	\$11,400	\$0	\$11,400	7/1/2023	2/1/2026
11	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$6,620	\$0	\$6,620	7/1/2023	1/31/2026
12	Public Presentation	Contractual Services	\$6,100	\$0	\$6,100	7/1/2023	3/31/2026

13	Local Mitigation Strategy	Contractual Services	\$21,100	\$0	\$21,100	7/1/2023	3/31/2026
14	Adaptation Plan	Contractual Services	\$34,700	\$0	\$34,700	7/1/2023	3/31/2026
Total:			\$164,650	\$0	\$164,650		



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/6/2024

SUBJECT: (G14) Environmental Advisory Board Report

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION:

SUMMARY:

PRESENTER: System Admin

ATTACHMENTS:

Meghan Meyer

Created/Initiated - 3/28/2024



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/6/2024

SUBJECT: (H15) Second Reading - Ordinance No. 2024-10 - Amendment to Chapter 54, Article V, Police Pension Fund of the Code of Ordinances

DEPARTMENT: Finance

GOAL: 1 - Public Safety
6 - Organizational Excellence

RECOMMENDED MOTION: Move to adopt second reading of Ordinance No. 2024-10 amending the Police Pension Fund.

SUMMARY: The City Council approved the collective bargaining agreements for International Union of Police Associations (IUPA) and Coastal Florida Police Benevolent Association Lieutenants (PBALT) on October 17, 2023, and May 7, 2024, respectively, which included amendments to the retirement plan articles. The Plan Actuary, Freiman Little Actuaries, LLC, completed an updated actuarial impact statement. This ordinance is required to implement the pension changes negotiated by the two police unions.

The changes are as follows:

1. Section 54-122 - Definitions. Amends the definition of average final compensation to mean the three highest years of the last five years of credit service for both Tier 1 and Tier 2 members.
2. Section 54-126 - Pension Benefits. Amends language that clarified the normal retirement age shall be 48 years of age and ten vesting credits or has earned 20 vesting credits irrespective of age for both Tier 1 and Tier 2 members.
3. Section 54-127 - Forms of benefit Payment. Amends language that a participant may participate in the Deferred Retirement Option Plan (DROP) upon eligibility for the normal retirement date for both Tier 1 and Tier 2 members.

Preliminary estimates for fiscal year 2023 - 2024 show that this amendment will cost the city \$80,026 in additional required contributions to the police pension fund as part of the October 1, 2023, valuation for contributions through September 30, 2025.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Ordinance 24-10 Police Pension Ord implementing IUPA - PBA MJrev5.3	Ordinance 24-10 Police Pension Ord implementing IUPA - PBA MJrev5.3.pdf
2.	BIE - Ord. No. 2024-10 Police Pension Changes Mjrev5.8.24	BIE - Ord. No. 2024-10 Police Pension Changes Mjrev5.8.24.pdf
3.	Port Orange Police Impact Statement Ordinance 24-10	Port Orange Police Impact Statement Ordinance 24-10.pdf

Tracee CodyCreated/Initiated - 7/22/2024

ORDINANCE NO. 2024-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, AMENDING SECTION 54-122, DEFINITIONS, AMENDING THE DEFINITION OF "AVERAGE FINAL COMPENSATION"; AMENDING SECTION 54-126, PENSION BENEFITS, AMENDING THE NORMAL RETIREMENT AGE; AMENDING SECTION 54-127, FORM OF BENEFIT PAYMENTS, PROVIDING DROP ELIGIBILITY FOR CERTAIN MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the Port Orange Police Association, I.U.P.A. Local 6051 (Police Officers and Sergeants) for the period October 1, 2023, through September 30, 2026; and

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the Port Orange Coastal Florida Police Benevolent Association (Lieutenants) for the period April 1, 2024, through September 30, 2024; and

WHEREAS, the collective bargaining agreements contain changes to retirement benefits under the City of Port Orange Police Pension Fund; and

WHEREAS, in order to implement the changes to the Police Pension Fund contained in the collective bargaining agreements, an amendment to Chapter 54 of the City Code is necessary; and

WHEREAS, the City has obtained an actuarial impact statement concerning the retirement plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes.

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

SECTION 1: Section 54-122, Definitions, of the Port Orange Police Pension Fund

is hereby amended as follows:

Sec. 54-122. - Definitions.

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

* * *

~~Average final compensation, for a participant hired on or before January 31, 2011,~~ shall mean one-twelfth of the average annual compensation of the three highest years of service prior to the employee's normal retirement date. ~~"Average final compensation" for a participant hired after January 31, 2011 shall mean one-twelfth of the average annual compensation of the five highest years of service prior to the employee's normal retirement date.~~ Effective January 31, 2011, annual compensation for all participants shall be as defined below.

* * *

SECTION 3: Section 54-126, Pension benefits, of the Port Orange Police

Pension Fund is hereby amended as follows:

Sec. 54-126. Pension benefits.

* * *

(b) *Normal retirement age.* The normal retirement age shall be the first day of the month on which or after the participant:

- (1) Attains age 48 and earns ten vesting credits, or
- (2) Earns 20 vesting credits irrespective of age.

~~Notwithstanding the preceding sentence, the normal retirement age for participants who are employed and not participating in the DROP on January 31, 2011, shall be the first day of the month on or after the participant:~~

- ~~(1) Attains age 48 and earns ten vesting credits, or~~

~~(2) Attains age 45 and earns 25 vesting credits;~~

~~and the normal retirement age for participants hired after January 31, 2011, shall be the first day of the month on or after the participant attains age 48 and earns ten vesting credits.~~

* * *

SECTION 3: Section 54-127, Forms of benefit payments, of the Port Orange

Police Pension Fund is hereby amended as follows:

Sec. 54-127. Forms of benefit payments.

* * *

(c) Optional forms of benefits

* * *

(3) Deferred retirement option plan ("DROP").

a. Eligibility. A participant who has reached the normal retirement age ~~attained 25 years of service~~ may elect to enter the DROP. ~~Notwithstanding the preceding sentence, a participant hied after January 31, 2011, shall not be eligible to participate in the DROP.~~

* * *

SECTION 4. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

SECTION 5. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. 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 7. This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2024.

Passed and adopted on second and final reading on the _____ day of _____, 2024.

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



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ord. No. 2024-10 - Amending Ch. 54, Sec. 54-122 Average Final Compensation, Sec. 54-126 Normal Retirement Age, and Sec. 54-127, DROP eligibility.

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This implements changes to the Police Pension Fund contained in the collective bargaining agreement for IUPA and PBALT, and amendments to Chapter 54 of the City Code is necessary to implement the agreed upon changes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

There are no direct compliance costs anticipated.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No impact on businesses anticipated.

4. Additional information the governing body deems useful² (if any):

This ordinance formally amends the Port Orange Police Pension Fund ("Pension Fund") and is necessary to implement agreed upon changes to the pension plan pursuant to collective bargaining agreements with IUPA and PBALT. The changes allow the City to continue to recruit and retain quality law enforcement personnel to bolster public safety.

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



June 28, 2024

Karan Rounsavall
Pension Administrator
City of Port Orange Police Officers' Pension Fund
3695 Indian River Drive
Cocoa FL 32926

Re: Estimated Impact of Ordinance 2024-10

Dear Karan:

This letter is being written to provide an impact statement regarding the attached proposed ordinance which modifies the City of Port Orange (the City) Police Officers' Pension Fund (the Plan).

Summary of Changes

See the attached Exhibit A providing a side-by-side summary of Plan provisions. Draft Ordinance No. 2024-10 contains the following changes.

Section 54-122 Definitions. The definition of Average Final Compensation for members hired on or after January 31, 2011 is revised from a five-year average to a three-year average.

Section 54-126 Pension Benefits. The definition of Normal Retirement Age is modified to the first day of the month on which or after the participant: (1) Attains age 48 and earns ten vesting credits, or (2) Earns 20 vesting credits irrespective of age. Prior to this modification members hired prior to January 31, 2011 were eligible for Normal Retirement at 48/10 or 45/25 and those hired on or after January 31, 2011 were eligible at 48/10.

Section 54-127 Forms of Benefit Payments. The section is modified to allow for DROP eligibility at Normal Retirement Age. Prior to change DROP eligibility was only available to members hired prior to January 31, 2011 at 25 years.

Actuarial Impact

The estimated impact has been determined based on the data, assumptions and methods shown in the revised October 1, 2023 actuarial valuation of the Plan dated February 26, 2024, except as follows.

For the retirement eligibility change, we calculated the liability using two different sets of retirement decrements for Tier One members and under two different sets of retirement decrements for Tier Two members and used the value which resulted in the largest liability for each member. For Tier One, the two sets of retirement decrements were (1) the valuation Tier One retirement assumptions and (2) the Tier One valuation retirement assumptions revised to assume 100% retirement at 20 years of service regardless of age. For Tier Two, the two sets of retirement decrements were (1) the valuation Tier Two retirement assumptions and (2) Tier One valuation retirement assumptions revised to assume 100% retirement at 20 years of service regardless of age.

We do not believe that the change in DROP eligibility would create enough of a change in retirement behavior to warrant a change in the retirement assumptions. Tier Two members are already assumed to retire at first eligibility for Normal Retirement if it produces the higher liability. Tier One members may

choose to enter the DROP at their Normal Retirement Date or they may choose to remain employed until they become COLA eligible at 25 years as currently assumed. We do not anticipate a change in Tier One behavior (such as entering DROP earlier than the member would have retired otherwise). The current Tier One retirement decrements already assume a spike in retirement at age 48 with 10 years of service and 100% at age 45 with 25 years of service. For this reason we do not anticipate a material impact for the change in DROP eligibility.

Should the ordinance be adopted before September 30, 2024, this impact statement will determine the Minimum Required Contribution for the fiscal year ending September 30, 2025.

The impact of a benefit change can be looked at from several different perspectives. We can look at the change in the present value of projected benefits, the change in the normal cost, the change in the accrued liability, the change in the funded percentage, or the change in annual contributions.

- The Present Value of Benefits (PVB) is the present value, as of the valuation date, of all benefits that will become payable by the Plan for the current group of members in the census. The change in the PVB due to the proposed provisions is shown in Exhibit B.
- The Accrued Liability (AL) is the portion of the PVB attributable to the past at the valuation date. For active members, AL is the annual Normal Cost (NC) accumulated from date of entry to the valuation date for each Member. For retired and terminated members, the PVB and the AL are equal. The AL is the estimated liability at the valuation date. The Unfunded Accrued Liability (UAL) represents any excess of the Accrued Liability over the fund assets. A negative UAL indicates fund assets are greater than the Accrued Liability, otherwise known as a surplus. The Funded Percentage is a ratio of the fund assets divided by the Accrued Liability. The change in the UAL and Funded Percentage due to the proposed provisions is shown in Exhibit C.
- Normal Cost is the value of the portion of the total benefit for active members which accrues in the year following the valuation date. Under the Entry Age Normal (Level Percent of Salary) funding method, the NC is a constant fraction of salary from the member's date of entry into the Plan to the member's assumed date of termination, retirement, disability or death. The change in the NC due to the proposed provisions is shown in Exhibit D.
- The Minimum Required Contribution shown in Exhibit E determines the impact of the proposed provisions on the minimum contribution for the fiscal year ending September 30, 2025. The actual contribution payable for the fiscal year ending September 30, 2025 is as shown in the October 1, 2023 actuarial valuation unless the ordinance is adopted before September 30, 2024. Should the ordinance be adopted before September 30, 2024, this impact statement overrides the minimum required contribution shown in the October 1, 2023 actuarial valuation.

Note: The impact provided is an estimate for the funding of the Plan. Accounting impacts will be different as plan changes are fully recognized in a single year's expense for accounting purposes.

Required Disclosures

- The purpose of this impact statement is to estimate the value of benefits for the proposed changes. No third-party recipient of this work product should rely upon this work for any purpose other than as stated. Such recipients should engage qualified professionals for advice appropriate to their own specific needs. The consultants who worked on this assignment are pension actuaries. Our advice is not intended to be a substitute for qualified legal, tax or accounting counsel.
- Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or

additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.

- In preparing our report we relied, without audit, on information (some oral and some written) supplied by the City and the Administrator. This information includes, but is not limited to, statutory provisions, employee census, and financial information. In our examination of these data, we have found them to be reasonably consistent and comparable with data used for other purposes. Since the valuation results are dependent on the integrity of the data supplied, the results can be expected to differ if the underlying data is incomplete or missing. It should be noted that if any data or other information is inaccurate or incomplete, our calculations may need to be revised.
- We understand that the ASOP 51 disclosures in the actuarial valuation report provide sufficient risk assessment and are not being modified as part of this study.
- In producing our work product, we rely on various models, internal and external, which were used for their intended purposes. Underlying data, assumptions, methodologies, model inputs and resulting outputs have been reviewed.
- The signing actuaries are independent of the plan sponsor. We are not aware of any relationship that would impair the objectivity of our work.
- On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with Actuarial Standards of Practice, the Code of Professional Conduct and Qualification Standards for Public Statements of Actuarial Opinion of the American Academy of Actuaries. We meet the Qualification Standards under the American Academy of Actuaries to render the actuarial opinion contained.

Please let us know if you have any questions or need additional information.

Sincerely,



Chad M. Little, ASA, EA
Partner, Consulting Actuary
Enrollment Number 23-6619



Paula C. Freiman, ASA, EA
Partner, Consulting Actuary
Enrollment Number 23-5796

CITY OF PORT ORANGE POLICE PENSION FUND

EXHIBIT A

Compare Current Plan to DRAFT Ordinance No. 2024-10

	Current Plan Before Any Changes		Draft Ord No. 2024-10	
	Tier 1 (Hire<1/31/11)	Tier 2 (Hire>1/31/11)	Tier 1 (Hire<1/31/11)	Tier 2 (Hire>1/31/11)
Employee Contributions:	7.5%	8.0%	7.5%	8.0%
Average Final Compensation (AFC):	3-Year Average	5-Year Average	3-Year Average	3-Year Average
Normal Retirement Date (NRD):	48/10 or 45/25	48/10	48/10 or 0/20	48/10 or 0/20
Multiplier:	3.00%	3.00%	3.00%	3.00%
Normal Retirement Benefit:	3.00% x AFC x Service PLUS If work 25+ Years, lesser of \$600 and (\$200 plus \$20 x Service Over 10 Years)	3.00% x AFC x Service PLUS lesser of \$200 and (\$100 plus \$10 x Service Over 10 Years)	3.00% x AFC x Service PLUS If work 25+ Years, lesser of \$600 and (\$200 plus \$20 x Service Over 10 Years)	3.00% x AFC x Service PLUS lesser of \$200 and (\$100 plus \$10 x Service Over 10 Years)
Early Retirement Date:	45/10	45/10	45/10	45/10
Early Retirement Benefit:	3% per year reduction from NRD	3% per year reduction from NRD	3% per year reduction from NRD	3% per year reduction from NRD
COLA:	If work 25+ Years, 3% annual COLA commencing age 59	None	If work 25+ Years, 3% annual COLA commencing age 59	None
Annual Benefit Cap:	\$95,000	\$95,000	\$95,000	\$95,000
DROP:	If work 25+ Years, monthly benefit accumulates at fund's net assumed return for 60 months	None	Eligible at NRD, monthly benefit accumulates at fund's net assumed return for 60 months	Eligible at NRD, monthly benefit accumulates at fund's net assumed return for 60 months

CITY OF PORT ORANGE POLICE PENSION FUND

EXHIBIT B

Ordinance No. 2024-10 DRAFT

Present Value of Benefits

Valuation as of October 1,	Valuation 2023	Ord. No. 2024-10 Draft 2023
1. Active Members		
a. Retirement Benefits	\$33,131,847	\$33,676,890
b. Deferred Benefits	1,357,882	1,427,828
c. Survivor Benefits	457,706	418,959
d. Disability Retirement	<u>474,173</u>	<u>412,075</u>
e. Total	\$35,421,608	\$35,935,752
2. Inactive Members		
a. Retirement and DROP	\$35,981,115	\$35,981,115
b. Terminated Vested	380,057	380,057
c. Beneficiaries	1,228,949	1,228,949
d. Disability Retirement	<u>3,978,699</u>	<u>3,978,699</u>
e. Total	\$41,568,820	\$41,568,820
3. Present Value of Benefits (PVB)	<u>\$76,990,428</u>	<u>\$77,504,572</u>
4. Change in PVB		\$514,144

CITY OF PORT ORANGE POLICE PENSION FUND

EXHIBIT C

Ordinance No. 2024-10 DRAFT

Accrued Liability and Funded Percentage

Valuation as of October 1,	Valuation 2023	Ord. No. 2024-10 Draft 2023
1. Active Members		
a. Retirement Benefits	\$24,539,176	\$25,323,589
b. Deferred Benefits	203,935	307,958
c. Survivor Benefits	56,591	51,387
d. Disability Retirement	<u>120,016</u>	<u>87,919</u>
e. Total	\$24,919,718	\$25,770,853
2. Inactive Members		
a. Retirement and DROP	\$35,981,115	\$35,981,115
b. Terminated Vested	380,057	380,057
c. Beneficiaries	1,228,949	1,228,949
d. Disability Retirement	<u>3,978,699</u>	<u>3,978,699</u>
e. Total	\$41,568,820	\$41,568,820
3. Accrued Liability (AL)	<u>\$66,488,538</u>	<u>\$67,339,673</u>
4. Actuarial Value of Assets	\$58,040,818	\$58,040,818
5. Unfunded Accrued Liability	\$8,447,720	\$9,298,855
6. Funded Percentage	87.29 %	86.19 %
7. Change in AL		\$851,135
8. Change in Funded Percentage		(1.10)%

CITY OF PORT ORANGE POLICE PENSION FUND

EXHIBIT D

Ordinance No. 2024-10 DRAFT

Normal Cost

Valuation as of October 1,	Valuation 2023	Ord. No. 2024-10 Draft 2023
1. Preliminary Normal Cost		
a. Retirement Benefits	\$1,092,539	\$1,092,547
b. Deferred Benefits	133,354	133,679
c. Survivor Benefits	52,377	49,770
d. Disability Retirement	<u>45,593</u>	<u>42,781</u>
e. Total	\$1,323,863	\$1,318,777
2. Total Normal Cost		
a. Preliminary Normal Cost	\$1,323,863	\$1,318,777
b. Estimated Administrative Expense	<u>180,825</u>	<u>180,825</u>
c. Total Normal Cost	\$1,504,688	\$1,499,602
d. Total Normal Cost as a % of Pay	30.26 %	31.63 %
3. Valuation Payroll	\$4,972,291	\$4,741,741
4. Change in Total Normal Cost		\$(5,086)
5. Change in Total Normal Cost as a % of Pay		1.37 %

CITY OF PORT ORANGE POLICE PENSION FUND

EXHIBIT E

Ordinance No. 2024-10 DRAFT

Valuation as of October 1, Required Contribution for FYE September 30,	Minimum Required Contribution	Ord. No. 2024-10
	Valuation 2023 2025	Draft 2023 2025
1. Normal Cost	\$1,504,688	\$1,499,602
2. Amortization of Unfunded Actuarial Liability	<u>897,429</u>	<u>959,127</u>
3. Minimum Required Contribution at Valuation Date [1. + 2.]	\$2,402,117	\$2,458,729
4. Minimum Required Contribution Projected to Beginning of Budget Year	\$2,566,662	\$2,627,152
5. Interest for Periodic Payments	<u>107,900</u>	<u>109,972</u>
6. Minimum Required Contribution Adjusted for Periodic Payments [4. + 5.]	\$2,674,562	\$2,737,124
7. Expected Employee Contributions	\$393,814	\$376,350
8. Expected State Contribution	583,717	583,717
9. Estimated City Contribution	<u>1,697,031</u>	<u>1,777,057</u>
10. Minimum Required Contribution for Funding Year	\$2,674,562	\$2,737,124
11. City Plus State Contribution	\$2,280,748	\$2,360,774
12. Expected Employee Contribution Rate	7.84%	7.86%
13. Expected State Contribution Rate	11.62%	12.19%
14. Estimated City Contribution Rate	<u>33.80%</u>	<u>37.10%</u>
15. Minimum Required Contribution Rate	53.26%	57.15%
16. City Plus State Contribution Rate	45.42%	49.29%
17. Payroll		
a. Valuation Payroll	\$4,972,291	\$4,741,741
b. Projected Valuation Payroll	\$5,022,014	\$4,789,158
c. Hired < January 31, 2011	1,589,396	1,356,540
d. Hired > January 31, 2011	3,432,618	3,432,618
18. Assumptions		
a. Net Assumed Investment Return	6.85%	6.85%
b. Contribution Projected to Next FY	6.85%	6.85%
c. Total Payroll Inflation	1.00%	1.00%
d. Payroll Inflation for Amortization of UAL	1.00%	1.00%
19. Increase in Estimated City Contribution		\$80,026
20. Increase in Estimated City Contribution Rate		3.30 %

ORDINANCE NO. 2024-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, AMENDING SECTION 54-122, DEFINITIONS, AMENDING THE DEFINITION OF "AVERAGE FINAL COMPENSATION"; AMENDING SECTION 54-126, PENSION BENEFITS, AMENDING THE NORMAL RETIREMENT AGE; AMENDING SECTION 54-127, FORM OF BENEFIT PAYMENTS, PROVIDING DROP ELIGIBILITY FOR CERTAIN MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the Port Orange Police Association, I.U.P.A. Local 6051 (Police Officers and Sergeants) for the period October 1, 2023, through September 30, 2026; and

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the Port Orange Coastal Florida Police Benevolent Association (Lieutenants) for the period April 1, 2024, through September 30, 2024; and

WHEREAS, the collective bargaining agreement contains changes to retirement benefits under the City of Port Orange Police Pension Fund; and

WHEREAS, in order to implement the changes to the Police Pension Fund contained in the collective bargaining agreement, an amendment to Chapter 54 of the City Code is necessary; and

WHEREAS, the City has obtained an actuarial impact statement concerning the retirement plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes; and

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

SECTION 1: Section 54-122, Definitions, of the Port Orange Police Pension Fund

is hereby amended as follows:

Sec. 54-122. - Definitions.

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

* * *

~~Average final compensation, for a participant hired on or before January 31, 2011,~~ shall mean one-twelfth of the average annual compensation of the three highest years of service prior to the employee's normal retirement date. ~~"Average final compensation" for a participant hired after January 31, 2011 shall mean one-twelfth of the average annual compensation of the five highest years of service prior to the employee's normal retirement date.~~ Effective January 31, 2011, annual compensation for all participants shall be as defined below.

* * *

SECTION 3: Section 54-126, Pension benefits, of the Port Orange Police

Pension Fund is hereby amended as follows:

Sec. 54-126. Pension benefits.

* * *

(b) *Normal retirement age.* The normal retirement age shall be the first day of the month on which or after the participant:

- (1) Attains age 48 and earns ten vesting credits, or
- (2) Earns 20 vesting credits irrespective of age.

~~Notwithstanding the preceding sentence, the normal retirement age for participants who are employed and not participating in the DROP on January 31, 2011, shall be the first day of the month on or after the participant:~~

- ~~(1) Attains age 48 and earns ten vesting credits, or~~

~~(2) Attains age 45 and earns 25 vesting credits;~~

~~and the normal retirement age for participants hired after January 31, 2011, shall be the first day of the month on or after the participant attains age 48 and earns ten vesting credits.~~

* * *

SECTION 3: Section 54-127, Forms of benefit payments, of the Port Orange Police Pension Fund is hereby amended as follows:

Sec. 54-127. Forms of benefit payments.

* * *

(c) Optional forms of benefits

* * *

(3) Deferred retirement option plan ("DROP").

a. Eligibility. A participant who has reached the normal retirement age ~~attained 25 years of service~~ may elect to enter the DROP. ~~Notwithstanding the preceding sentence, a participant hired after January 31, 2011, shall not be eligible to participate in the DROP.~~

* * *

SECTION 4. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

SECTION 5. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. 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 7. This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ____ day of _____, 2024.

Passed and adopted on second and final reading on the ____ day of _____, 2024.

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/6/2024

SUBJECT: (H16) Second Reading - Ordinance No. 2024-12 - Small-Scale Future Land Use Map Amendment - 890 Taylor Road (Case No. CPAM-24-0002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-12, amending the Comprehensive Plan Future Land Use Map for ± 0.7 acres from Office/Residential Transition to Rural Residential (0-2 units/acre) and authorizing staff to send the amendment to the required review agencies.

SUMMARY: The property owner requests to change the Future Land Use (FLU) map designation for ± 0.7 acres of a ± 1.77 -acre property at 890 Taylor Road from *Office/Residential Transition* to *Rural Residential* (0-2 units/acre). The proposed FLU amendment is being processed concurrently with an amendment to the Altamira Shopping Village Planned Commercial Development (PCD) Master Development Agreement (MDA). The proposed MDA amendment removes the current list of commercial uses allowed on the subject property, establishes a single-family home as an allowed use, and provides setbacks for a single-family home and accessory structures.

If the FLU Amendment and MDA amendment are approved, the applicant plans to redevelop the existing abandoned single-family home into his permanent residence. The subject property is located on the south side of Taylor Road, east of the B-19 canal, and the area of the proposed FLU Amendment is shown in pink on the location map.

The applicant is requesting the *Rural Residential* FLU designation to build one residence, which is not permitted with the current *FLU* designation for this portion of the subject property. The FLU designation on the remaining ± 1.07 acres of the subject property will remain as *Conservation*.

The amendment results in no change or a net decrease in residential units, non-residential square footage, and impacts on public infrastructure. All public facilities have adequate capacity to accommodate the proposed amendment.



Ariel photo of the subject property and amendment area

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2024-12 with exhibit	Ordinance No. 2024-12 with exhibit.pdf
2.	STAFF REPORT	STAFF REPORT.pdf
3.	Business Impact Estimate Form - CPAM-24-0002	Business Impact Estimate Form - CPAM-24-0002.pdf

Penelope Cruz
Tracee Cody

Created/Initiated - 7/11/2024
Final Approval - 7/18/2024

ORDINANCE NO. 2024-12

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION FOR
±0.7 ACRES FROM OFFICE/RESIDENTIAL TRANSITION
TO RURAL RESIDENTIAL (0-2 UNITS/ACRE); PROVIDING
FOR CONFLICTING ORDINANCES, SEVERABILITY AND
AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare;

prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, entitled “Port Orange Comprehensive Plan 2022-2045”, consisting of eleven (11) elements, including Future Land Use; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; Capital Improvements; Property Rights; and Appendix 1 – Map Series, all as adopted by Ordinance No. 2024-04, and this ordinance.

Section 2. The Future Land Use Map, Map 1.4, within Appendix 1- Map Series, of the Comprehensive Plan is hereby amended for $\pm$ 0.7 acres from Office/Residential Transition to Rural Residential (0-2 units/acre) as shown on the Map depicted in **Exhibit “A”**, attached hereto and by reference made a part hereof.

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:

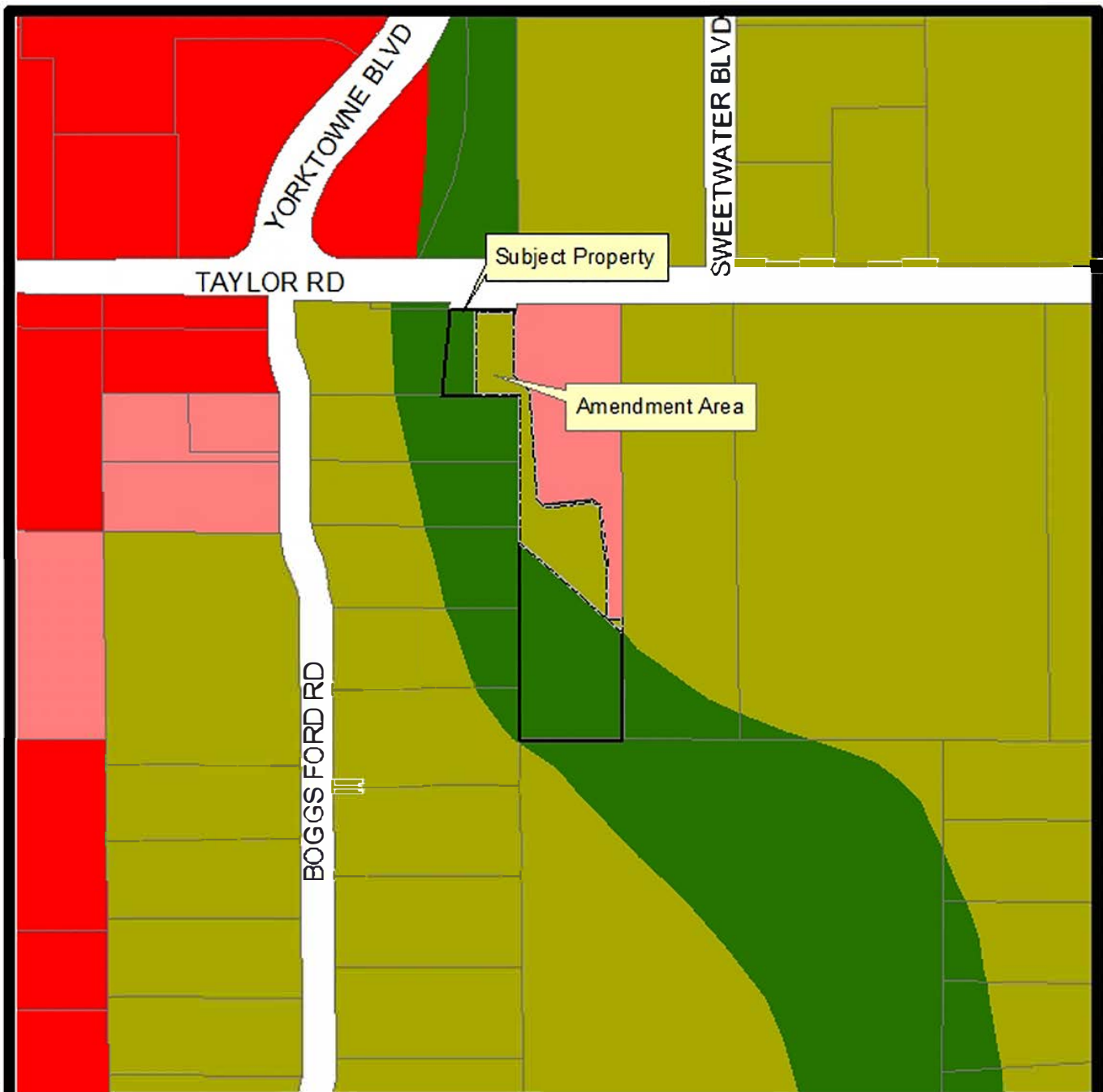
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

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

EXHIBIT "A"



Future Land Use Designations

- | | |
|--|---|
|  Commercial |  Office/Residential Transition |
|  Conservation |  Rural Transition |



Exhibit A- Proposed Future Land Use Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

Small-Scale Future Land Use Map Amendment
890 Taylor Road
CPAM-24-0002

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU designation for ± 0.70 acres of a ± 1.77 -acre property from <i>Office/Residential Transition</i> to <i>Rural Residential (0-2 units/acre)</i> .
LOCATION:	890 Taylor Road
APPLICANT/ PROPERTY OWNER:	Harry T. Parsons
STAFF CONTACT:	Tim Burman, Community Development Director
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (May 23, 2024)
CITY COUNCIL:	June 18, 2024

INTRODUCTION

The applicant requests to change the Future Land Use (FLU) map designation for ± 0.7 acres of a ± 1.77 -acre property at 890 Taylor Road from *Office/Residential Transition* to *Rural Residential (0-2 units/acre)*. The subject property is located on the south side of Taylor Road, east of the B-19 canal, and the area of the proposed FLU Amendment is shown in purple on the location map (Figure 1). The proposed FLU amendment is being processed concurrently with an amendment to the Altamira Shopping Village Planned Commercial Development (PCD) Master Development Agreement (MDA). If the FLU Amendment and amendment to the Altamira Shopping Village MDA are approved, the applicant plans to redevelop the existing abandoned single-family home into his permanent residence.

Figure 1. Location Map



PROPOSED AMENDMENT

Concurrent with the FLU amendment, the applicant is requesting to amend the Altamira Shopping Village MDA (Case No. PRZA-24-0003) to **remove** the current list of commercial uses allowed on the subject property, establish a single-family home as an allowed use, and provide setbacks for a single-family home and accessory structures. The request to change the FLU designation is to allow one (1) single-family home on the subject property.

The applicant is requesting the *Rural Residential* designation for the ± 0.7 acres of the subject property to support the redevelopment of the abandoned single-family home into his permanent residence, which is not permitted in the *Office/Residential Transition* FLU designation that currently covers the ± 0.7 acres of the subject property. As for FLU designation on the remaining ± 1.07 acres of the subject property will remain as *Conservation*.

PROPERTY OVERVIEW

The following section will examine the proposed amendment and its impacts. Table 1 identifies the surrounding existing land uses, Future Land Use designations, and Zoning classifications.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Drainage and open space	<i>Commercial and Conservation</i>	Altamira PCD
South	Agriculture and single-family	<i>Conservation and Rural Transition</i>	Agriculture, Flood-plain Conservation, Rural Residential
East	Drainage and open space	<i>Office/Residential Transition and Conservation</i>	Altamira PCD
West	Single-family homes	<i>Conservation and Rural Transition</i>	Agriculture, Flood-plain Conservation, Rural Residential

Exhibits 1 and 2 show the current adopted and proposed FLU designations for the subject property and adjacent properties, and Exhibit 3 shows the current zoning districts for the subject property and adjacent properties.

The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and compare the current and proposed Future Land Use designations to determine the maximum allowable density/intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

FLU Designation	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
<i>Office/Residential Transition</i>	0.7	0	-0.7
<i>Rural Residential (0-2 units/acre)</i>	0	0.7	+0.7
Total Acreage	0.7	0.7	0

The maximum residential density allowed in the *Office/Residential Transition* designation is ten dwelling units per gross acre. The maximum Floor Area Ratio (FAR) for non-residential uses allowed in this category is 1.5. The allowable distribution of uses within an Office/Residential Transition development is within the following ranges, with the cumulative mixture of percentages equaling 100%:

- Office/Institutional - 75% - 100%
- Commercial (not including office) - 0% - 25%
- Residential - 0% - 25%

Table 3. Current & Proposed Future Land Uses – Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[Theoretical Maximum Density (units)/Intensity (sq. ft.)]		
<i>Rural Residential (0-2 units/acre)</i>	-	One (1) residential unit	One (1) residential unit
<i>Office/Residential Transition Scenario #1: 25% Residential (10 units/acre)/75% office (1.5 FAR)</i>	1 Residential Unit 34,303 sq. ft. office	-	0 residential units (-) 34,303 sq. ft. office
<i>Office/Residential Transition Scenario #2: 25% Commercial (1.5 FAR)/75% office (1.5 FAR)</i>	11,434 sq. ft. commercial 34,303 sq. ft. office		(+) 1 unit (-) 11,434 sq. ft. commercial (-) 34,303 sq. ft. office
TOTAL	<u>Scenario #1:</u> 1 Residential Unit 34,303 sq. ft. office	One (1) residential unit	<u>Scenario #1:</u> 0 units (-) 34,303 sq. ft. office
	<u>Scenario #2:</u> 11,434 sq. ft. commercial 34,303 sq. ft. office		<u>Scenario #2:</u> (+) 1 unit (-) 11,434 sq. ft. commercial (-) 34,303 sq. ft. office

* The floor area ratio (FAR) is the relationship between the total amount of building floor area and the total area of the lot on which the building stands.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based on the theoretical maximum development potential under the current future land use designation versus the designation proposed. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 4. Impact Analysis (Theoretical Maximum)

Development Variable	Current Land Use <i>Office/Residential Transition</i>		Proposed Land Use <i>Rural Residential (0-2 units/acre)</i>	Net Change	
	Scenario 1 (25% Residential - 10 units/acre & 75% Office)	Scenario 2 (25% Commercial & 75% Office)		Scenario 1 (25% Residential & 75% Office)	Scenario 2 (25% Commercial & 75% Office)
Residential Units	1 unit	0 units	1 unit	0 units	+1 unit
Non-residential Buildable Sq. Ft.	34,304 sq. ft.	Commercial: 11,435 sq. ft. Office: 34,304 sq. ft.	0	- 34,304 sq. ft.	- 45,738 sq. ft.
Population ¹	2	0	2	0	+2
PM Peak Hour Trips ²	147	176	1	-146	-175
Daily Trips ²	1,249	1,878	10	-1,239	-1,868
Sanitary Sewer (gallons/ day) ³	3,590	4,574	160	-3,430	-4,414
Potable Water (gallons/ day) ⁴	3,610	4,574	180	-3,430	-4,394
Solid Waste (lbs./day) ⁵	350.45	457.38	7.42	-343.04	-449.96
Stormwater Drainage ⁶	n/a	n/a	n/a	n/a	n/a
Recreation/ Open Space (acres) ⁷	0.02	0	0.02	0	+0.02

Notes:

1. Population: 2.31 persons per household (per 2017-2021 Census American Community Survey)
2. Transportation: Single-family (210) 1.02 PM peak hour trips per unit and 9.52 daily trips per unit; Shopping Center (820) trips per 1000 sq. ft. - 3.71 PM Peak Hour; 42.70 Average Daily; Medical Office (720) trips per 1000 sq. ft. – 4.27 PM Peak Hour, 36.13 Average Daily; ITE Trip Generation Manual, 11th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

Based on the theoretical maximum analysis, the amendment results in no change or net decrease in residential units, non-residential square footage, and impacts on public infrastructure. All public facilities have adequate capacity to accommodate the proposed amendment. The proposed amendment to the Altamira Shopping Village MDA limits the number of residential units that could be developed on the subject property to one (1) dwelling unit, equal to the theoretical maximum allowance under the current FLU designation, except no non-residential development would now be allowed.

TRANSPORTATION

As indicated in the Impact Analysis (Table 4), there is a decrease in the number of daily trips and P.M. peak hour trips from the current *Office/Residential Transition* FLU to the proposed *Rural Residential* FLU designation based on the theoretical maximum analysis. Based on the ITE Trip Generation Manual, 11th Edition, the proposed FLU designation could generate a theoretical maximum of 1.02 P.M. peak hour trips and 9.52 daily trips. This is a net decrease of 146 to 175 PM Trips and 1,239 to 1,868 Daily Trips between the current and proposed FLU designations. According to the latest Volume to Capacity Ratio in the 2023 Concurrency Management Report, there is capacity on the adjacent roadways to accommodate the proposed FLU amendment.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate 160 gallons per day (gpd) of wastewater. This net decrease is between 3,430 and 4,414 gpd between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed land use would theoretically demand 180 gallons of potable water per day. This is a net decrease of between 3,430 and 4,394 gpd in demand between the current and proposed FLU designations.

SOLID WASTE COLLECTION

The landfill has available capacity to address the City's solid waste disposal needs. The City's adopted LOS standard for solid waste is 3.21 pounds per person per day and 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the proposed FLU designation would generate approximately 7.42 pounds per day of solid waste based on the theoretical maximum development analysis. This is a net decrease of between 343 and 450 pounds of solid waste between the current and proposed FLU. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050.

STORMWATER DRAINAGE

There is no anticipated impact on the City's drainage system from the proposed land use. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require no net loss of stormwater retention function due to development. In other words, a given parcel must have the same ability to store and discharge water after development as before development occurs. Any future redevelopment of the property

will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

Existing park facilities have the capacity to accommodate the proposed FLU amendment. The proposed FLU designation would not require parkland. According to the City's 2023 Concurrency Management Report, the city has more than 67 acres of parkland, so no additional parkland is needed.

SCHOOLS

Pursuant to the Volusia County School District criteria, the proposed FLU amendment and any future development of this property are exempt from School Concurrency review because the proposed FLU amendment only allows for one (1) residential unit.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU designation is compatible with adjacent parcels. Adequate capacity exists for potable water, sewer, schools, recreation, stormwater, and solid waste.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by the scale of development, intensity, density, type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties (see Table 1—page 2). Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can coexist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other.

The subject property meets the locational criteria for the *Rural Transition* FLU designation, which is to be located near Spruce Creek and its tributaries and situated between agricultural lands and areas of higher density/intensity.

Any future development on the subject property must comply with all LDC or the Altamira Shopping Village MDA requirements, including those pertaining to open space, tree preservation, and dimensional requirements such as building setbacks.

3. *An amendment shall not result in negative economic, social, or other impacts on the City of Port Orange.*

Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment, and therefore, there are no negative impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is **not** in the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will **not** encourage sprawl. The proposed amendment does support the redevelopment of infill properties that have access to existing infrastructure, such as water, sewer, and roads.

PUBLIC NOTICE

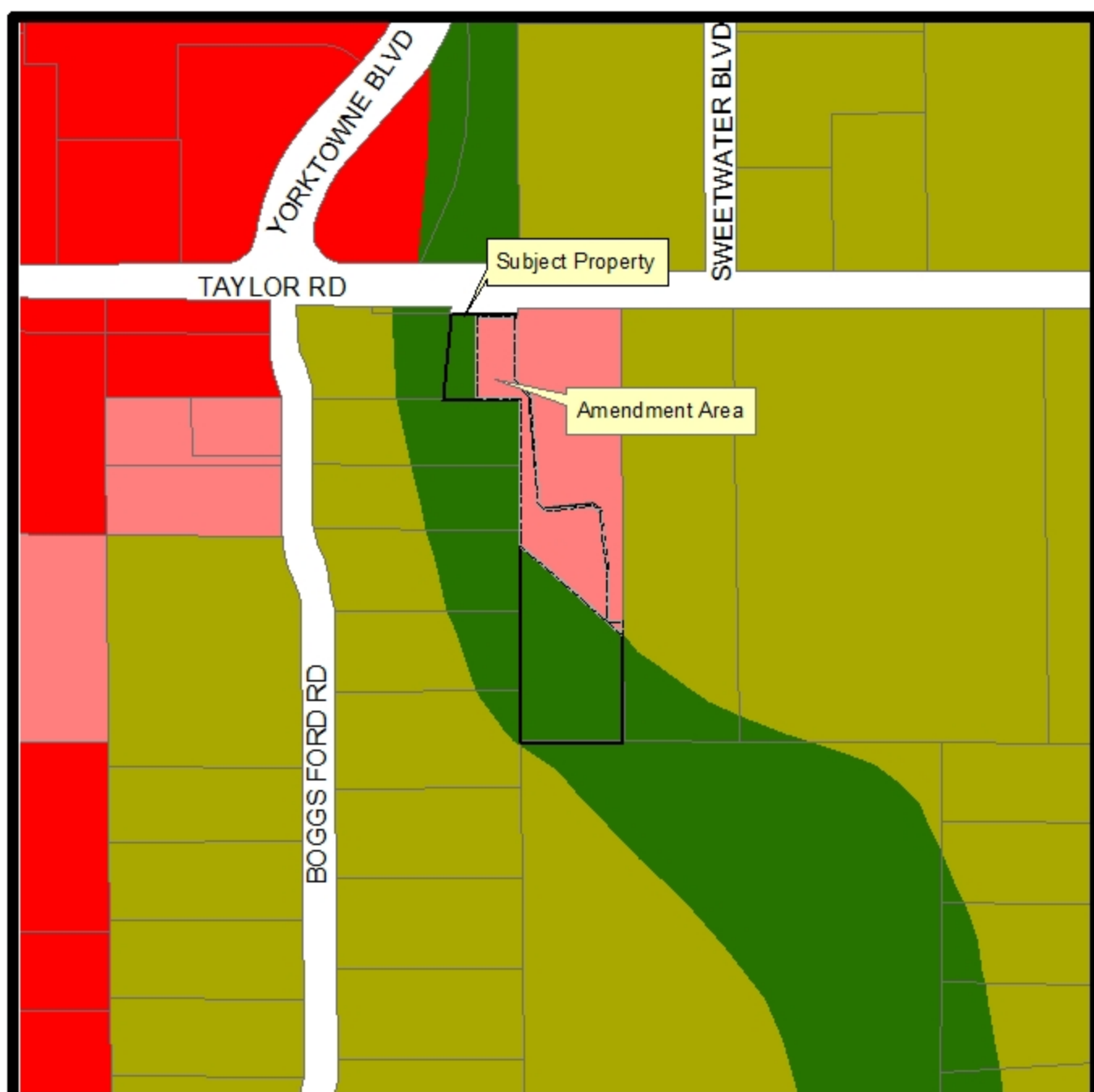
A Public Notice sign was posted on the site on May 8, 2024. As of May 17, 2024, staff has not received any phone calls regarding the proposed PUD Amendment.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of approximately ± 0.7 acres of a ± 1.77 -acre property located at 890 Taylor Road from *Office/Residential Transition* to *Rural Residential (0-2 units/acre)* and authorization for staff to send the amendment to the required review agencies.

ATTACHMENTS

Exhibit 1 – Current Future Land Use
Exhibit 2 – Proposed Future Land Use
Exhibit 3 – Current Zoning



Future Land Use Designations

- | | | | |
|---|--------------|---|-------------------------------|
|  | Commercial |  | Office/Residential Transition |
|  | Conservation |  | Rural Transition |

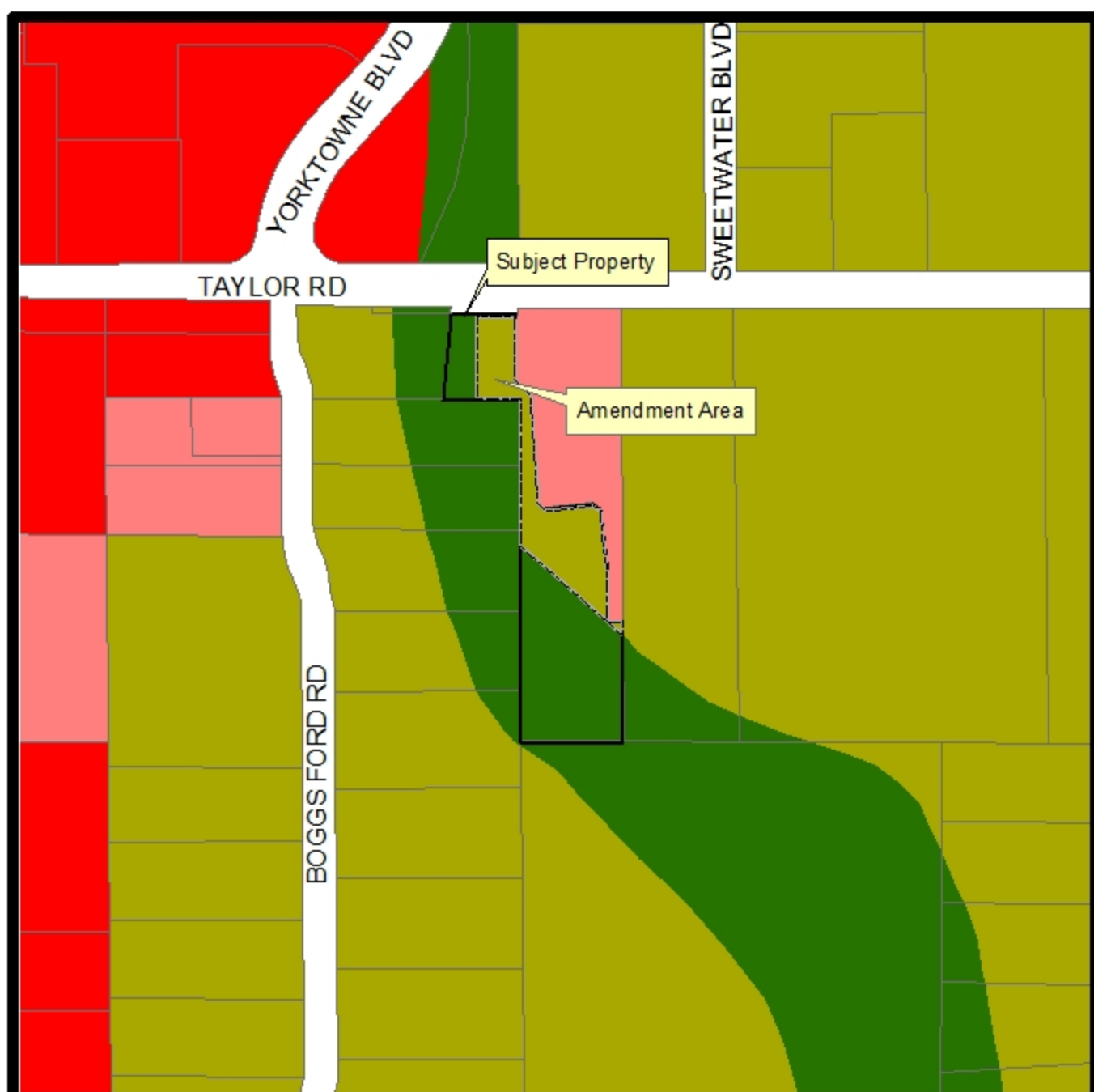


Exhibit 1 - Current Future Land Use Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Future Land Use Designations

- | | |
|--|--|
| Commercial | Office/Residential Transition |
| Conservation | Rural Transition |

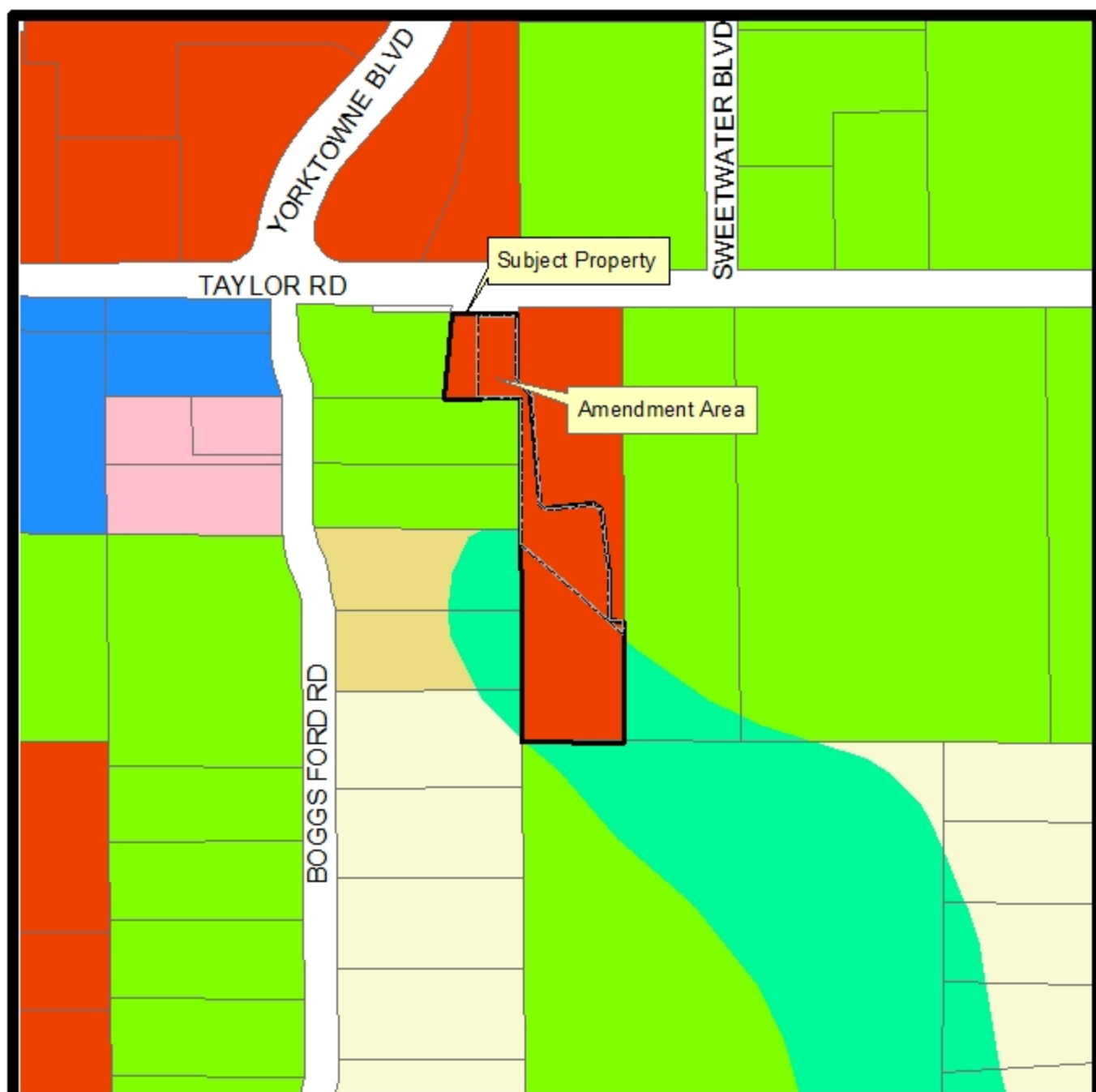


Exhibit 2 - Proposed Future Land Use Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Zoning Categories

	Agriculture		Professional Office
	Flood Plain-Conservation		R-20SF Single Family Residential
	Government/Public Use		Rural Residential
	Planned Commercial Development		



Exhibit 3 - Zoning Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance No. 2024-xx – Small-Scale Future Land Use Map Amendment - 890 Taylor Road (Case No. CPAM-24-0002)

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

A request by the property owner to change the Future Land Use (FLU) map designation for ± 0.7 acres of a ± 1.77-acre property at 890 Taylor Road from Office/Residential Transition to Rural Residential (0-2 units/acre). The proposed FLU amendment is being processed concurrently with an amendment to the Altamira Shopping Village Planned Commercial Development (PCD) Master Development Agreement (MDA). If the FLU Amendment and amendment to the Altamira Shopping Village MDA are approved, the applicant plans to redevelop the existing abandoned single-family home into his permanent residence.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful² (if any):

This ordinance is for a private property owners requesting to change the FLU designation of their property.

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/6/2024

SUBJECT: (H17) Second Reading - Ordinance 2024-13 - Second Amendment to the Altamira Shopping Village Planned Commercial Development (PCD) and Master Development Agreement (MDA) (Case No. PRZA-24-0003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-13.

SUMMARY: Planning Commission Action (05/23/24): Recommended Approval (6-0)

The proposed amendment to the Altamira Village Shopping Village Master Development Agreement (MDA) **removes** the list of commercial uses allowed on the subject property, establishes one (1) single-family home as an allowed use, and provides building setbacks for single-family home and accessory structures. If approved, the property owner of Lot 9 is proposing to redevelop the existing abandoned single-family home in the front portion of Lot 9 into his permanent residence. The subject property is on the south side of Taylor Road, east of the B-19 canal at 890 Taylor Road (Lot 9 - Altamira Shopping Village Plat).

The Altamira Shopping Village PCD was approved in January 2012 to develop a commercial shopping center. The initial development of the main commercial site was completed in 2015. When the developer for the Altamira project prepared the MDA in 2011, the rear portion of Lot 9 was set aside as the required tree preservation for the Altamira PCD and covered with a recorded conservation easement. The front portion of Lot 9 was intended to be developed with a use allowed in the Professional Office (PO) zoning district, such as medical office, professional office, health/exercise clubs, etc.... The proposed amendment removes the commercial uses allowed on Lot 9 and ***does not affect*** the portion of Lot 9 set aside as the required tree preservation for the Altamira PCD.

The proposed MDA amendment requires the approval of a Future Land Use (FLU) Amendment to change the designation for +/-0.7 acres of the +/- 1.77-acre subject property from Office/Residential Transition to Rural Residential. A FLU Amendment (Case No. CPAM-24-002) is being processed concurrently with this MDA Amendment to change the FLU designation for +/-0.7 acres from *Office/Residential Transition* to *Rural Residential*. The proposed single-family dwelling use on Lot 9 is compatible with the Rural Residential FLU designation and surrounding non-commercial properties.



Ariel photo of the subject property

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2024-13 w exhibit	Ordinance No. 2024-13 w exhibit.pdf
2.	Second Amendment to the Altamira PCD	Second Amendment to the Altamira PCD.pdf
3.	STAFF REPORT	STAFF REPORT.pdf
4.	Business Impact Estimate Form - PRZA-24-0003	Business Impact Estimate Form - PRZA-24-0003.pdf

Penelope Cruz
Tracee Cody

Created/Initiated - 7/11/2024
Final Approval - 7/18/2024

ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND
AMENDMENT TO THE MASTER DEVELOPMENT
AGREEMENT FOR ALTAMIRA SHOPPING VILLAGE
PLANNED COMMERCIAL DEVELOPMENT; PROVIDING
FOR THE REPEAL OF CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY OF; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Second Amendment to the Master Development Agreement for Altamira Shopping Village Planned Commercial (hereinafter referred to as the “Second Amendment”); and

WHEREAS, the Owner submitted a request to the Planning Commission to approve the Second Amendment; 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 Second Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the Second Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the Second Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Second Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of

this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2024

Passed and adopted on second and final reading on the day of _____, 2024

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

EXHIBIT "1"

SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR ALTAMIRA SHOPPING VILLAGE PLANNED COMMERCIAL DEVELOPMENT

This SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR ALTAMIRA SHOPPING VILLAGE PLANNED COMMERCIAL DEVELOPMENT ("Second Amendment") is entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the "City") and Harry T. Parsons (the "Owner") whose address is 890 Taylor Road, Port Orange, FL 32127 who hereby agree and covenant as follows:

WHEREAS, the City and Crosby Four Lanes, LLC ("Prior Owner") previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement for Altamira Shopping Village Planned Commercial Development", recorded in Official Records Book 6668, Page 3900, Public Records of Volusia County, Florida (the "Original MDA"); and

WHEREAS, the City and Crosby Four Lanes, LLC ("Prior Owner") previously entered into the "First Amendment to the First Amendment to the Master Development Agreement for Altamira Shopping Village Planned Commercial Development" (the "First Amendment"), recorded in Official Records Books 7035, Page 3962, Public Records of Volusia County, Florida; and

WHEREAS, the Owner is the owner of the property more particularly described in **Exhibit "A"** ("Property"), attached hereto and incorporated by this reference and shown as "Lot 9" in the Conceptual Development Plan for the Original MDA, which is the only property impacted by this Second Amendment.

WHEREAS, the City and Owner, desire to further amend the Master Development Agreement for Altamira Shopping Planned Commercial Development by this Second Amendment to revise Exhibit C – Permitted and Accessory Uses to only permit a single-family dwelling as a permitted use on Lot 9 and revise Exhibit D to establish Building Setback Requirements for Lot 9.

NOW, THEREFORE, for good and valuable consideration, the receipt of which the parties hereby acknowledge, the Parties agree and covenant as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
2. **Exhibit C – Permitted and Accessory Uses**, of the Master Development Agreement for Altamira Shopping Planned Commercial Development as applied to Lot 9 is hereby amended to only permit a single-family dwelling as a permitted use on Lot (9) as set forth in the **Revised Exhibit C**, attached hereto and made apart hereof by reference.
3. **Exhibit D (Dimensional Criteria)** of the Master Development Agreement for Altamira Shopping Planned Commercial Development as applied to Lot 9 is hereby amended to establish building setback requirements as set forth in the **Revised Exhibit D**, attached hereto and made apart hereof by reference.

4. The Master Development Agreement for Altamira Shopping Planned Commercial Development, as previously amended, shall remain in full force and effect except with respect to those matters specifically amended by this Second Amendment to the Master Development Agreement for Altamira Shopping Village Planned Commercial Development.

IN WITNESS WHEREOF, the Parties have executed this *Second Amendment to the Master Development Agreement for Altamira Shopping Planned Commercial Development* by and through their duly authorized representatives, on the respective dates shown below.

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

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

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2024, by Donald O. Burnette, Mayor, and ROBIN L. FENWICK, City Clerk, both of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

WITNESSES:

Signature

Printed Name

Signature

Printed Name

Owner:

By: _____
(Harry T. Parsons)

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2024, by Harry T. Parsons. He or she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:

Exhibit A

Legal Description

Lot 9, Altamira Shopping Village Partial Replat, according to the plat thereof, as recorded in Plat Book 64,
Pages 156 through 166, of the Public Records of Volusia County, Florida.

REVISED EXHIBIT C
PERMITTED AND ACCESSORY USE

Uses	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8	Lot 9	Lot 10	Tract A	Tract B
ICD Uses*	X	X	X	X	X	X	X	X				
PO Uses*									X	X		
Single-Family Residential									X**			
Public/Governmental										X***		
Stormwater											X	X

*Temporary uses such as fairs, carnivals, farmers markets, charitable events, outdoor automobile and boat sales and advertisements, sidewalk sales, and car shows shall be permitted in accordance with the standards of the LDC for a "Special Event Permit," which shall be subject to approval by the City Council or the Administrative Official.

*Banks, Restaurants, and other uses as allowed in the ICD and PO Districts shall be permitted drive-thrus.

** Lot 9 can be used for residential purposes with a maximum of one (1) single-family dwelling allowed on Lot 9 ~~The existing single family dwelling on Lot 9 is a non-conforming structure and will be subject to the provisions regarding non-conforming structures outlined in Chapter 3, Article II, Section 8 of the LDC.~~

***Public/Governmental Use shall be a permitted use for Lot 10 only so long as, and only to the extent that, Lot 10 is owned by the City or other governmental agency.

REVISED Exhibit D
(Dimensional Criteria)

Unless otherwise noted, criteria below shall apply to only Lot 9:

1. Building Setback requirements for a new dwelling or expansion of the current dwelling shall comply with the following setbacks:

<u>Minimum Building Setbacks</u>	
<u>Front</u>	<u>25 feet</u>
<u>Side</u>	<u>Equal to the current setback of existing structure</u>
<u>Rear</u>	<u>Equal to the current setback of existing structure</u>

2. Building Setback and Dimensional Requirements for accessory structures on Lot 9 shall comply with the City's Land Development Code.

*[NO CHANGES TO **EXHIBIT D** EXCEPT AS SET FORTH HEREINABOVE AS APPLIED TO LOT 9 ONLY]*

SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT
FOR ALTAMIRA SHOPPING VILLAGE PLANNED COMMERCIAL DEVELOPMENT

This SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR ALTAMIRA SHOPPING VILLAGE PLANNED COMMERCIAL DEVELOPMENT ("Second Amendment") is entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the "City") and Harry T. Parsons (the "Owner") whose address is 890 Taylor Road, Port Orange, FL 32127 who hereby agree and covenant as follows:

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WHEREAS, the City and Crosby Four Lanes, LLC ("Prior Owner") previously entered into the "First Amendment to the First Amendment to the Master Development Agreement for Altamira Shopping Village Planned Commercial Development" (the "First Amendment"), recorded in Official Records Books 7035, Page 3962, Public Records of Volusia County, Florida; and

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WHEREAS, the City and Owner, desire to further amend the Master Development Agreement for Altamira Shopping Planned Commercial Development by this Second Amendment to revise Exhibit C – Permitted and Accessory Uses to only permit a single-family dwelling as a permitted use on Lot 9 and revise Exhibit D to establish Building Setback Requirements for Lot 9.

NOW, THEREFORE, for good and valuable consideration, the receipt of which the parties hereby acknowledge, the Parties agree and covenant as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
2. **Exhibit C – Permitted and Accessory Uses**, of the Master Development Agreement for Altamira Shopping Planned Commercial Development as applied to Lot 9 is hereby amended to only permit a single-family dwelling as a permitted use on Lot (9) as set forth in the **Revised Exhibit C**, attached hereto and made apart hereof by reference.
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4. The Master Development Agreement for Altamira Shopping Planned Commercial Development, as previously amended, shall remain in full force and effect except with respect to those matters specifically amended by this Second Amendment to the Master Development Agreement for Altamira Shopping Village Planned Commercial Development.

IN WITNESS WHEREOF, the Parties have executed this *Second Amendment to the Master Development Agreement for Altamira Shopping Planned Commercial Development* by and through their duly authorized representatives, on the respective dates shown below.

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

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

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2024, by Donald O. Burnette, Mayor, and ROBIN L. FENWICK, City Clerk, both of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

WITNESSES:

Signature

Printed Name

Signature

Printed Name

Owner:

By: _____
(Harry T. Parsons)

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2024, by Harry T. Parsons. He or she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:

Exhibit A

Legal Description

Lot 9, Altamira Shopping Village Partial Replat, according to the plat thereof, as recorded in Plat Book 64,
Pages 156 through 166, of the Public Records of Volusia County, Florida.

REVISED EXHIBIT C
PERMITTED AND ACCESSORY USE

Uses	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8	Lot 9	Lot 10	Tract A	Tract B
ICD Uses*	X	X	X	X	X	X	X	X				
PO Uses*									X	X		
Single-Family Residential									X**			
Public/Governmental										X***		
Stormwater											X	X

*Temporary uses such as fairs, carnivals, farmers markets, charitable events, outdoor automobile and boat sales and advertisements, sidewalk sales, and car shows shall be permitted in accordance with the standards of the LDC for a "Special Event Permit," which shall be subject to approval by the City Council or the Administrative Official.

*Banks, Restaurants, and other uses as allowed in the ICD and PO Districts shall be permitted drive-thrus.

** Lot 9 can be used for residential purposes with a maximum of one (1) single-family dwelling allowed on Lot 9 ~~The existing single family dwelling on Lot 9 is a non-conforming structure and will be subject to the provisions regarding non-conforming structures outlined in Chapter 3, Article II, Section 8 of the LDC.~~

***Public/Governmental Use shall be a permitted use for Lot 10 only so long as, and only to the extent that, Lot 10 is owned by the City or other governmental agency.

REVISED Exhibit D
(Dimensional Criteria)

Unless otherwise noted, criteria below shall apply to only Lot 9:

1. Building Setback requirements for a new dwelling or expansion of the current dwelling shall comply with the following setbacks:

<u>Minimum Building Setbacks</u>	
<u>Front</u>	<u>25 feet</u>
<u>Side</u>	<u>Equal to the current setback of existing structure</u>
<u>Rear</u>	<u>Equal to the current setback of existing structure</u>

2. Building Setback and Dimensional Requirements for accessory structures on Lot 9 shall comply with the City's Land Development Code.

*[NO CHANGES TO **EXHIBIT D** EXCEPT AS SET FORTH HEREINABOVE AS APPLIED TO LOT 9 ONLY]*



STAFF REPORT

2nd Amendment to the Altamira Shopping Village Planned Commercial Development (PCD) and Master Development Agreement (MDA)
CASE NO. PRZA-24-0003

REQUEST: To approve the 2nd Amendment to the Master Development Agreement (MDA) for the Altamira Shopping Village Planned Commercial Development (PCD)

LOCATION: 890 Taylor Road

APPLICANT /PROPERTY OWNER: Harry T. Parsons

STAFF CONTACT: Tim Burman, Community Development Director

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION: Recommended Approval 6-0 (May 23, 2024)

CITY COUNCIL: June 18, 2024

INTRODUCTION

The proposed amendment to the Altamira Village Shopping Village Master Development Agreement (MDA) is to allow the abandoned structure at 890 Taylor Road (Lot 9) to be redeveloped as a single-family residence. The subject property is on the south side of Taylor Road, east of the B-19 canal.

Figure 1. Location Map



REQUESTED CHANGE TO THE MASTER DEVELOPMENT AGREEMENT

The Altamira Shopping Village PCD was approved in January 2012 to develop a commercial shopping center. The initial development of the main commercial site was completed in 2015. When the developer for the Altamira project prepared the MDA in 2011, the rear portion of 890 Taylor Road (Lot 9) was set aside as the required tree preservation for the Altamira PCD and is currently covered with a conservation easement, but there were no specific plans for the front portion of the 890 Taylor Road property (Lot 9). The current property owner of Lot 9 is proposing to redevelop the existing abandoned single-family home, located in the front portion of Lot 9, into his permanent residence. The proposed amendment **does not affect** the portion of Lot 9 set aside as the required tree preservation for the Altamira PCD.

1. **Add Single-Family Dwelling as a Permitted Use for Lot 9:**

According to the Altamira Shopping Village MDA, Lot 9 can only be redeveloped with uses allowed in the Professional Office (PO) zoning district, such as medical office, professional office, health/exercise clubs, etc.... The proposed amendment adds Single-Family Dwelling as an allowed use on Lot 9 and **removes** all of the commercial uses allowed in the PO zoning district from the list of allowed uses on Lot 9.

The proposed MDA amendment will also require the approval of a Future Land Use Amendment to change the designation for +/-0.7 acres of the +/- 1.77-acre subject property from *Office/Residential Transition* to *Rural Residential*. The proposed single-family dwelling use on Lot 9 is compatible with the surrounding non-commercial properties.

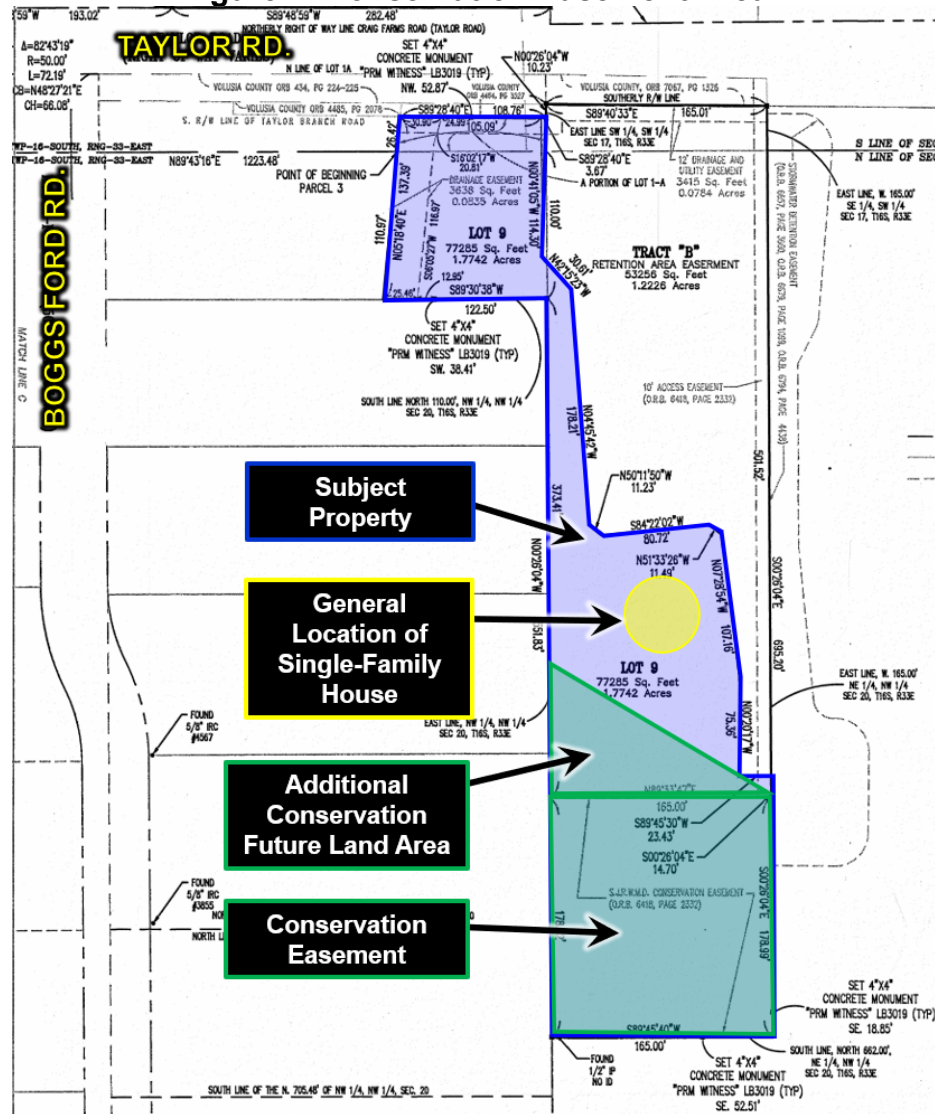
2. **Establish Building Setbacks for Lot 9:**

The current Altamira MDA provides setbacks for the lots within the PCD; however, the setbacks for Lot 9 were not identified. The proposed amendment establishes the building setbacks for either expanding the existing structure or rebuilding a single-family home on Lot 9. The proposed building setbacks for either a new dwelling or expansion of the current structure shall comply with the following setbacks. As for any accessory structure (pool, screen room, patio, etc....) proposed on Lot 9, the accessory structure shall comply with the City's Land Development Code requirements.

Building Setbacks for Lot 9	
Front	25 feet
Side	Equal to the current setback of the existing home
Rear	Equal to the current setback of the existing home

The rear portion of the subject property has a recorded conservation easement for tree preservation for the overall Altamira PCD and is covered by the *Conservation* Future Land Use designation, which prohibits structures from being constructed in these areas (Figure 2).

Figure 2. Conservation Easement Area



CONSISTENCY WITH THE COMPREHENSIVE PLAN

A Future Land Use (FLU) Amendment (Case No. CPAM-24-002) is being processed concurrently with the PCD Amendment application to change the FLU designation of a portion of 890 Taylor Road from *Office/Residential Transition* to *Rural Residential* to allow for the use of the property as single-family while maintaining the *Conservation* FLU designation over the rear conservation easement area. The proposed MDA Amendment is consistent with the proposed FLU amendment and generally consistent with the intent of the Goals, Objects, and Policies of the Comprehensive Plan.

PUBLIC NOTICE

A Public Notice sign was posted on the site on May 8, 2024. As of May 16, 2024, staff has not received any phone calls regarding the proposed PCD Amendment.

RECOMMENDATION

Staff recommends that the 2nd Amendment to the Altamira Shopping Village Master Development Agreement be approved, subject to the approval of Future Land Use Amendment Case No. CPAM-24-002.

ATTACHMENT

Exhibit 1- 2nd Amendment to the Master Development Agreement for the Altamira Shopping Village Planned Commercial Development. (See Ordinance Exhibit)



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance No. 2024-xx – Second Amendment to the Altamira Shopping Village Planned Commercial Development (PCD) and Master Development Agreement (MDA) (Case No. PRZA-24-0003)

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

A request by the property owner to amendment to the Altamira Village Shopping Village Master Development Agreement (MDA) to allow the abandoned structure at 890 Taylor Road (Lot 9) to be redeveloped as a single-family residence.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful² (if any):

This ordinance is for a private property owners requesting to change the zoning of their property.

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/6/2024

SUBJECT: (H18) First Reading - Ordinance No. 2024-14 - First Amendment to the Riveryard Master Development Agreement (Case No. PRZA-24-0005)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life; 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-14.

SUMMARY: Planning Commission Action (07/18/24): Recommended Approval (6-1, Commissioner Jordan dissenting)

The Bristol Development Group (Bristol) has proposed an amendment to the Riveryard Master Development Agreement (MDA) that provides the framework for interim uses to be developed on the city-owned property (subject property) located in the Riverwalk area to activate this area and waterfront until construction of their permanent development project begins. The proposed MDA Amendment only pertains to the city-owned property at the northeast corner of Dunlawton Avenue and Ridgewood Avenue, the former Dave's Pest Control property, and the former ArtHaus property.



Ariel photo of the Riverwalk showing permitted interim use areas

If approved, the proposed amendment would allow for interim uses, such as food truck courts, coffee shops or juice bars, beer gardens, farmers' markets, rental of canoes, kayaks, paddleboards, etc., and live music to be developed on the subject property. Due to the potential of the subject property, the City and Bristol are exploring ways to make improvements to the subject property, inspired by the success of Boxi Park, A La Cart, Sparkman Wharf, and other similar venues, to create unique food, beverage, entertainment, and recreational experiences and opportunities along the Halifax River until the site and building plans are finalized and construction of Bristol's mixed-use development project begins.





Photos of Boxi Park, A La Cart, Sparkman Wharf, and Other Similar Venues

The proposed amendment identifies the type of interim uses that can be developed on the subject property, provides the option for flexibility from the standard site development requirements in the Land Development Code (LDC), and waives fees for city development review applications, site inspections, building permits, and building inspection fees associated with approved interim use. The proposed amendment also requires Bristol to submit a request for a license agreement that the Port Orange Town Center CRA and the City Council must approve.

The license agreement will establish the interim uses to be developed on the subject property and provide the general layout of the area to be developed with interim uses. As part of the license agreement application, a conceptual plan is required to be prepared that shows the general location of existing and new structures associated with the interim uses proposed, such as food truck stalls, signage, temporary structures, parking, access, ingress, egress, and interior vehicular and pedestrian circulation, utility services, screening or buffering, seating areas/gathering areas, entertainment areas, trash receptacles and other movable and permanent physical elements, public roadway closures, and any other information determined by the administrative official to be pertinent to the requested interim use. The request for the license agreement is anticipated to go before the Port Orange Town Center CRA and the City Council on Wednesday, August 21, or Tuesday, September 3.

The proposed amendment does **not** change the current framework or timeline for the development of Bristol's mixed-use project that will include a waterfront park (performance pavilion, trails, swings/benches, etc.), riverfront bar/restaurant, ±30,000 square feet of commercial space, hotel (optional), multi-family building wrapped around a parking garage, festival street, public parking, private streets with on-street parking,

associated infrastructure (water, sewer, and drainage) improvements, and an overflow temporary grass parking on the former Dave's Pest Control property.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2024-14 w exhibit	Ordinance No. 2024-14 w exhibit.pdf
2.	MDA Amendment Agreement	ORD Exhibit - MDA Amendment.pdf
3.	STAFF REPORT	STAFF REPORT .pdf
4.	Business Impact Estimate Form - PRZA-24-0005	Business Impact Estimate Form - PRZA-24-0005.pdf

Penelope Cruz	Created/Initiated - 7/18/2024
Tim Burman	Approved - 7/19/2024
Shannon Balmer	Approved - 7/23/2024
Wayne Clark	Approved - 7/26/2024
Tracee Cody	Final Approval - 7/29/2024

ORDINANCE NO. 2024-14

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST
AMENDMENT TO THE RIVERYARD MASTER
DEVELOPMENT AGREEMENT; PROVIDING FOR THE
REPEAL OF CONFLICTING ORDINANCES; PROVIDING
FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the City and Developer desire to enter into the First Amendment to the Riveryard Master Development Agreement (hereinafter referred to as the “First Amendment”); and

WHEREAS, the Owner submitted a request to the Planning Commission to approve the First Amendment; 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 First Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the First Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the First Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2024

Passed and adopted on second and final reading on the day of _____, 2024

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

EXHIBIT "1"

Document prepared by:

Mark Watts, Esq.
Cobb Cole
149 S. Ridgewood Ave., Ste. 700
Daytona Beach, FL 32114

Return recorded document to:

City of Port Orange Records Clerk
1000 City Center Circle
Port Orange, FL 32129

FIRST AMENDMENT TO RIVERYARD MASTER DEVELOPMENT AGREEMENT

The **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, and **PORT ORANGE TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY**, a special purpose district unit of government organized under Chapter 163, Part III, the Law of Florida, both located in Volusia County, Florida, (collectively "City"), and **BRISTOL PORT ORANGE PARTNERS, LLC**, a Florida limited liability company in its capacity as the developer of the Property ("Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

WHEREAS, the City is the owner of the property more particularly described in **Exhibit "A"**, attached hereto and made a part here by reference ("City Property"), said property being a portion of the property that is subject to the MDA; and

WHEREAS, the City and Developer previously entered into the Riveryard Master Development Agreement, adopted September 5, 2023, and recorded in Official Records Book 8457, Page 2924, Public Records of Volusia County, Florida (the "MDA"); and

WHEREAS, the Developer is the contract purchaser of the City Property and, as such, requests the City to amend the MDA to allow permitted interim uses and provide development criteria for such uses within the City Property, the only property impacted by this First Amendment to Riveryard Master Development Agreement ("First Amendment"); and

WHEREAS, the City is willing to grant the Developer's request, subject to the terms and conditions set forth herein;

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 and the Owners hereby agree to amend the MDA as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.
2. **Section 5. of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

5. PERMITTED USES.

(a) All uses permitted within the PC-R Mixed Use district shall be permitted, along with the following additional uses within the Property:

Bike, kayak & other recreational equipment rentals

Banks

Office (permitted on any floor)

Animal grooming or wellness, pet day care (no overnight stays)

Game/recreation facilities

Health/exercise clubs

Brewery

Amphitheater

Multifamily dwellings and Townhomes

Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park.

Accessory and temporary uses are permitted within the site that are incidental to the principal uses outlined herein and are part of the scale or scope of everyday operations. Temporary uses, such as social programming, art displays, exercise classes, and similar activities targeted towards activation of the Property shall be permitted without the need for formal Special Event review by the City, so long as the event does not contemplate any of the following: (1) Affects the public roadway network and area(s) beyond the City of Port Orange; (2) Requires one or more public roadway closures; (3) Has hours of operation extending beyond 11:00 p.m.; or (4) Extends for a period over twenty-four hours.

(b) *Interim uses.* Prior to the development of the principal uses and structure on the City Property, the following interim uses to activate the waterfront shall be permitted subject to approval of a license agreement by the City Council. Upon commencement of the development of the principal uses and structure on City Property, so long as safety measures are in place and in accordance with applicable laws, approved interim uses on other portions of City Property may continue on said property not impacted by the commencement of said development. Prior to City Council consideration, application for interim uses on the City Property shall be made in the same form and manner as a license agreement application process in accordance with the Code of Ordinances and the requirements as set forth hereinbelow:

- (1) Rental of nonmotorized water-based activities such as paddleboat, canoe, kayak, windsurfing, paddleboard, etc.
- (2) Rental of motorized water-based activities such as a boat or jet ski.
- (3) Farmers' market.
- (4) Recreational facilities.

- (5) Food Truck Court: A parcel or parcels of land where two or more mobile food vendors, licensed by the state of Florida, congregate to offer food and beverage for sale to the public, along with seating, yard games, and programmed entertainment.
- (6) Retail of craft beverages/products such as coffee, ice cream, baked goods, confectioneries, liquor, wine, and alcohol.
- (7) Retail sales related to seasonal activities, such as holiday sales (Example - Christmas tree or pumpkin sales); and
- (8) Other similar uses or events associated with food, arts, culture, exercise, and entertainment.

(c) Development standards for Interim uses.

- (1) The administrative official may waive or modify development requirements in the Land Development Code (LDC) other than those improvements related to accessibility, building code, and fire code based on the extent and timeframe of the proposed interim use, the proposed layout of the interim use, and the condition of the existing site. Requests to waive or modify LDC requirements shall be submitted in writing on forms provided by the City and shall be identified as part of the request for a License Agreement.
- (2) No interim uses shall degrade, destroy, or otherwise negatively impact the property such that the cost of redevelopment is increased, or significant natural features are compromised.
- (3) Signage for interim uses shall comply with the requirements of the Land Development Code and shall be allowed for the duration of the License Agreement.
- (4) Electrical service must be provided on-site for interim uses.
- (5) All city development review applications, site inspections, building permits, and building inspection fees for all development-related applications for interim use shall be waived.
- (6) Interim uses shall comply with all regulations in the Code of Ordinances, and the Land Development Code unless waived or modified through the approval of a license agreement or the Master Development Agreement or amendment thereto.
- (7) As part of the license agreement application, a conceptual plan shall be provided showing the location of existing and new buildings, food truck stalls, signage, temporary structures, parking, access, ingress, egress, and interior vehicular and pedestrian circulation, utility services, screening or buffering, seating areas/gathering areas, entertainment areas, trash receptacles and other movable and permanent physical elements, public roadway closures, and any other information determined by the administrative official to be pertinent to the requested interim use. If an additional interim use is to be added to an approved license agreement, an amendment to said agreement will be required in accordance with the process as set forth herein.

- (8) As part of the license agreement application process, the requisite insurance coverage, as determined by the City, shall be required to be provided to the City, with the City named as additional insured. The licensee shall indemnify and hold harmless the City from any claims related to the requested interim use activity.
- (9) Before making improvements for an interim use, either a building permit or development permit application shall be reviewed and approved.

(d) Temporary staging and parking shall be permitted as an interim use until the redevelopment of the portion of the property used for such use. This interim use shall be limited to the owner of the property and shall not require a license agreement.

(e) Any interim use contemplated in section (b), hereinabove, that has been established by a license agreement approved by City Council prior to the expiration or termination of the MDA, may continue as a nonconforming use, subject to the term and expiration of the applicable license agreement.

- 3. This First Amendment shall be effective as of the date it is executed by all parties. The MDA, as previously enacted, shall remain in full force and effect except with the respect to those matters specifically amended by this First Amendment.
- 4. This First Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense. The restrictions on use and development imposed by this First Amendment shall be binding upon all successors in interest in the Property.

[Remainder of Page Intentionally Left Blank]

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

Print Name of Witness 1

By: _____

Donald O. Burnette, Mayor

Attest:

Witness 2

Print Name of Witness 2

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024 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
Commission No: _____

Signed, sealed and delivered in the presence of:

**Port Orange Town Center Community
Redevelopment Agency (“CRA”)**

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: **Bristol Port Orange Partners, LLC**
(“Developer”)

Witness 1

Print Name of Witness 1

By: _____
Name:

Witness 2

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____ of Bristol Port Orange Partners, LLC, referred to in this agreement as “Developer.” He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

DESCRIPTION:

LOTS 1 THRU 9, EXCEPTING THE STREETS (HALIFAX DRIVE AND HERBERT STREET), AND INCLUDING RIPARIAN RIGHTS, BLOCK B, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LYING IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

LESS AND EXCEPT

THE SOUTHERLY 60 FEET OF THE WESTERLY 140 FEET OF LOT 7, BLOCK B, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS THAT PORTION DEEDED FOR STREET, AND THE WEST 140 FEET OF THE NORTH 15 FEET OF LOT 7 AND THE WEST 140 FEET OF LOT 8, ALL IN BLOCK B, WILSON'S SUBDIVISION OF PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR WIDENING OF THE PUBLIC HIGHWAY LOCATED THEREON.

LESS AND EXCEPT

THE WEST 190 FEET OF LOT 6, BLOCK B, WILSON'S PORT ORANGE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES IN DEED BOOK 218, PAGE 158, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 380 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N65°00'00"E ALONG THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE

154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, A DISTANCE OF 123 FEET TO A POINT; THENCE S25°16'00"E A DISTANCE OF 33.60 FEET TO A POINT; THENCE S65°00'00"W AND PARALLEL WITH SAID NORTH LINE OF SAID LOT FOUR (4) A DISTANCE OF 123 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIDGEWOOD AVENUE, THENCE N25°16'00"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 33.60 FEET TO THE POINT OF BEGINNING, RESERVING A ROAD EASEMENT OVER THE SOUTHERLY 5 FEET THEREOF AND GRANTING A ROAD EASEMENT OVER THE NORTHERLY 5 FEET OF THE WESTERLY 130 FEET OF THE LOT, TRACT AND PARCEL OF LANE IMMEDIATELY NEXT ADJOINING THE SAID EASEMENT HEREIN RESERVED.

LESS AND EXCEPT

A PORTION OF LOT 4, BLOCK "B" WILSON'S PORT ORANGE, ACCORDING TO THE MAP THEREOF RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 413.60 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N65°0'00"E AND PARALLEL WITH THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, A DISTANCE OF 123 FEET TO A POINT; THENCE S70°34'27"E A DISTANCE OF 24.81 FEET TO A POINT; THENCE N65°00'00"E AND PARALLEL WITH SAID NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE A DISTANCE OF 93.63 FEET TO A POINT; THENCE S24°42'32"E A DISTANCE OF 23.90 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE; THENCE S65°00'00"W ALONG THE SOUTH LINE OF SAID LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 234.14 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF SAID RIDGEWOOD AVENUE; THENCE N25°16'00"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 41.40 FEET TO THE POINT OF BEGINNING, RESERVING A ROAD EASEMENT OVER THE NORTHERLY 5 FEET OF THE WESTERLY 130 FEET THEREOF.

LESS AND EXCEPT

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE

EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 380 FEET TO A POINT IN THE NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA; THENCE N65°00'00"E ALONG THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 123 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE N65°00'00"E ALONG SAID NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE A DISTANCE OF 111.87 FEET TO A POINT; THENCE S24°42'32"E A DISTANCE OF 51.10 FEET TO A POINT; THENCE S65°00'00"W AND PARALLEL WITH SAID NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 93.63 FEET TO A POINT; THENCE N70°34'27"W A DISTANCE OF 24.81 FEET TO A POINT; THENCE N25°16'00"W AND PARALLEL WITH SAID RIDGEWOOD AVENUE RIGHT-OF-WAY A DISTANCE OF 33.60 FEET TO THE POINT OF BEGINNING.
CONTAINING 286072 SQUARE FEET OR 6.567 ACRES MORE OR LESS WEST OF HALIFAX DRIVE AND 44980 SQUARE FEET OR 1.033 ACRES EAST OF HALIFAX DRIVE.

TOGETHER WITH

LOTS 2 THRU 4, INCLUSIVE, EXCEPTING THE STREETS (HALIFAX DRIVE AND HERBERT STREET), AND INCLUDING RIPARIAN RIGHTS, DANIELS PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 37186 SQUARE FEET OR 0.854 ACRES MORE OR LESS.

TOGETHER WITH

THE EAST 55 FEET OF THE WEST 155 FEET OF THE SOUTHERLY 100 FEET, EXCLUDING PART IN STREET, BLOCK "C" WILSON'S PORT ORANGE, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 5527 SQUARE FEET OR 0.127 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL 1

LOTS 5 AND 6, EXCEPT THE EAST 216 FEET AND EXCEPT THE STREET (US HIGHWAY #1), BLOCK 2, PORT ORANGE HAND TRACT, THE SAID EAST 216 FEET BEING MEASURED ON THE NORTH LINE OF LOT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 24051 SQUARE FEET OR 0.552 ACRES MORE OR LESS.

PARCEL 2

REFER TO A POINT IN THE ORIGINAL EAST LINE OF RIDGEWOOD AVENUE, (US HIGHWAY #1, STATE ROAD NO. 5, A 66 FOOT RIGHT-OF-WAY), SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. GOVERNMENT LOT TWO (2), OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTH LINE OF LOT ONE (1), MRS DANIEL'S ADDITION TO PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 29, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH SAID ORIGINAL EAST RIGHT-OF-WAY; THENCE N89°14'45"E, FOR A DISTANCE OF 3.83 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 1 (STATE ROAD 5), NOW A 100 FOOT RIGHT-OF-WAY; THENCE S24°15'30"E ALONG THE EAST RIGHT-OF-WAY LINE NOW IN USE FOR A DISTANCE OF 150.42 FEET; THENCE DEPARTING AFORESAID RIGHT-OF-WAY N77°17'08"E, FOR A DISTANCE OF 338.08 FEET; THENCE N25°55'41"W FOR A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID U.S. GOVERNMENT LOT 2; THENCE S89°14'45"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 358.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 36666 SQUARE FEET OR 0.842 ACRES MORE OR LESS.

TOGETHER WITH

LOTS 1 & 2 & N 21.25 FT OF E 136.8 FT OF LOT 3 BLK F EXC R/W WILSONS PORT ORANGE.

Document prepared by:

Mark Watts, Esq.
Cobb Cole
149 S. Ridgewood Ave., Ste. 700
Daytona Beach, FL 32114

Return recorded document to:

City of Port Orange Records Clerk
1000 City Center Circle
Port Orange, FL 32129

**FIRST AMENDMENT TO RIVERYARD
MASTER DEVELOPMENT AGREEMENT**

The **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, and **PORT ORANGE TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY**, a special purpose district unit of government organized under Chapter 163, Part III, the Law of Florida, both located in Volusia County, Florida, (collectively "City"), and **BRISTOL PORT ORANGE PARTNERS, LLC**, a Florida limited liability company in its capacity as the developer of the Property ("Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

WHEREAS, the City is the owner of the property more particularly described in **Exhibit "A"**, attached hereto and made a part here by reference ("City Property"), said property being a portion of the property that is subject to the MDA; and

WHEREAS, the City and Developer previously entered into the Riveryard Master Development Agreement, adopted September 5, 2023, and recorded in Official Records Book 8457, Page 2924, Public Records of Volusia County, Florida (the "MDA"); and

WHEREAS, the Developer is the contract purchaser of the City Property and, as such, requests the City to amend the MDA to allow permitted interim uses and provide development criteria for such uses within the City Property, the only property impacted by this First Amendment to Riveryard Master Development Agreement ("First Amendment"); and

WHEREAS, the City is willing to grant the Developer's request, subject to the terms and conditions set forth herein;

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 and the Owners hereby agree to amend the MDA as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.
2. **Section 5. of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

5. PERMITTED USES.

(a) All uses permitted within the PC-R Mixed Use district shall be permitted, along with the following additional uses within the Property:

Bike, kayak & other recreational equipment rentals

Banks

Office (permitted on any floor)

Animal grooming or wellness, pet day care (no overnight stays)

Game/recreation facilities

Health/exercise clubs

Brewery

Amphitheater

Multifamily dwellings and Townhomes

Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park.

Accessory and temporary uses are permitted within the site that are incidental to the principal uses outlined herein and are part of the scale or scope of everyday operations. Temporary uses, such as social programming, art displays, exercise classes, and similar activities targeted towards activation of the Property shall be permitted without the need for formal Special Event review by the City, so long as the event does not contemplate any of the following: (1) Affects the public roadway network and area(s) beyond the City of Port Orange; (2) Requires one or more public roadway closures; (3) Has hours of operation extending beyond 11:00 p.m.; or (4) Extends for a period over twenty-four hours.

(b) *Interim uses.* Prior to the development of the principal uses and structure on the City Property, the following interim uses to activate the waterfront shall be permitted subject to approval of a license agreement by the City Council. Upon commencement of the development of the principal uses and structure on City Property, so long as safety measures are in place and in accordance with applicable laws, approved interim uses on other portions of City Property may continue on said property not impacted by the commencement of said development. Prior to City Council consideration, application for interim uses on the City Property shall be made in the same form and manner as a license agreement application process in accordance with the Code of Ordinances and the requirements as set forth hereinbelow:

- (1) Rental of nonmotorized water-based activities such as paddleboat, canoe, kayak, windsurfing, paddleboard, etc.
- (2) Rental of motorized water-based activities such as a boat or jet ski.
- (3) Farmers' market.
- (4) Recreational facilities.

- (5) Food Truck Court: A parcel or parcels of land where two or more mobile food vendors, licensed by the state of Florida, congregate to offer food and beverage for sale to the public, along with seating, yard games, and programmed entertainment.
- (6) Retail of craft beverages/products such as coffee, ice cream, baked goods, confectioneries, liquor, wine, and alcohol.
- (7) Retail sales related to seasonal activities, such as holiday sales (Example - Christmas tree or pumpkin sales); and
- (8) Other similar uses or events associated with food, arts, culture, exercise, and entertainment.

(c) Development standards for Interim uses.

- (1) The administrative official may waive or modify development requirements in the Land Development Code (LDC) other than those improvements related to accessibility, building code, and fire code based on the extent and timeframe of the proposed interim use, the proposed layout of the interim use, and the condition of the existing site. Requests to waive or modify LDC requirements shall be submitted in writing on forms provided by the City and shall be identified as part of the request for a License Agreement.
- (2) No interim uses shall degrade, destroy, or otherwise negatively impact the property such that the cost of redevelopment is increased, or significant natural features are compromised.
- (3) Signage for interim uses shall comply with the requirements of the Land Development Code and shall be allowed for the duration of the License Agreement.
- (4) Electrical service must be provided on-site for interim uses.
- (5) All city development review applications, site inspections, building permits, and building inspection fees for all development-related applications for interim use shall be waived.
- (6) Interim uses shall comply with all regulations in the Code of Ordinances, and the Land Development Code unless waived or modified through the approval of a license agreement or the Master Development Agreement or amendment thereto.
- (7) As part of the license agreement application, a conceptual plan shall be provided showing the location of existing and new buildings, food truck stalls, signage, temporary structures, parking, access, ingress, egress, and interior vehicular and pedestrian circulation, utility services, screening or buffering, seating areas/gathering areas, entertainment areas, trash receptacles and other movable and permanent physical elements, public roadway closures, and any other information determined by the administrative official to be pertinent to the requested interim use. If an additional interim use is to be added to an approved license agreement, an amendment to said agreement will be required in accordance with the process as set forth herein.

- (8) As part of the license agreement application process, the requisite insurance coverage, as determined by the City, shall be required to be provided to the City, with the City named as additional insured. The licensee shall indemnify and hold harmless the City from any claims related to the requested interim use activity.
- (9) Before making improvements for an interim use, either a building permit or development permit application shall be reviewed and approved.

(d) Temporary staging and parking shall be permitted as an interim use until the redevelopment of the portion of the property used for such use. This interim use shall be limited to the owner of the property and shall not require a license agreement.

(e) Any interim use contemplated in section (b), hereinabove, that has been established by a license agreement approved by City Council prior to the expiration or termination of the MDA, may continue as a nonconforming use, subject to the term and expiration of the applicable license agreement.

- 3. This First Amendment shall be effective as of the date it is executed by all parties. The MDA, as previously enacted, shall remain in full force and effect except with the respect to those matters specifically amended by this First Amendment.
- 4. This First Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense. The restrictions on use and development imposed by this First Amendment shall be binding upon all successors in interest in the Property.

[Remainder of Page Intentionally Left Blank]

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

Print Name of Witness 1

By: _____
Donald O. Burnette, Mayor
Attest:

Witness 2

Print Name of Witness 2

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024 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
Commission No: _____

Signed, sealed and delivered in the presence of:

**Port Orange Town Center Community
Redevelopment Agency (“CRA”)**

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

**Bristol Port Orange Partners, LLC
("Developer")**

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____ of Bristol Port Orange Partners, LLC, referred to in this agreement as "Developer." He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

DESCRIPTION:

LOTS 1 THRU 9, EXCEPTING THE STREETS (HALIFAX DRIVE AND HERBERT STREET), AND INCLUDING RIPARIAN RIGHTS, BLOCK B, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LYING IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

LESS AND EXCEPT

THE SOUTHERLY 60 FEET OF THE WESTERLY 140 FEET OF LOT 7, BLOCK B, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS THAT PORTION DEEDED FOR STREET, AND THE WEST 140 FEET OF THE NORTH 15 FEET OF LOT 7 AND THE WEST 140 FEET OF LOT 8, ALL IN BLOCK B, WILSON'S SUBDIVISION OF PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR WIDENING OF THE PUBLIC HIGHWAY LOCATED THEREON.

LESS AND EXCEPT

THE WEST 190 FEET OF LOT 6, BLOCK B, WILSON'S PORT ORANGE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES IN DEED BOOK 218, PAGE 158, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 380 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N65°00'00"E ALONG THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE

154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, A DISTANCE OF 123 FEET TO A POINT; THENCE S25°16'00"E A DISTANCE OF 33.60 FEET TO A POINT; THENCE S65°00'00"W AND PARALLEL WITH SAID NORTH LINE OF SAID LOT FOUR (4) A DISTANCE OF 123 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIDGEWOOD AVENUE, THENCE N25°16'00"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 33.60 FEET TO THE POINT OF BEGINNING, RESERVING A ROAD EASEMENT OVER THE SOUTHERLY 5 FEET THEREOF AND GRANTING A ROAD EASEMENT OVER THE NORTHERLY 5 FEET OF THE WESTERLY 130 FEET OF THE LOT, TRACT AND PARCEL OF LANE IMMEDIATELY NEXT ADJOINING THE SAID EASEMENT HEREIN RESERVED.

LESS AND EXCEPT

A PORTION OF LOT 4, BLOCK "B" WILSON'S PORT ORANGE, ACCORDING TO THE MAP THEREOF RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 413.60 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N65°0'00"E AND PARALLEL WITH THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, A DISTANCE OF 123 FEET TO A POINT; THENCE S70°34'27"E A DISTANCE OF 24.81 FEET TO A POINT; THENCE N65°00'00"E AND PARALLEL WITH SAID NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE A DISTANCE OF 93.63 FEET TO A POINT; THENCE S24°42'32"E A DISTANCE OF 23.90 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE; THENCE S65°00'00"W ALONG THE SOUTH LINE OF SAID LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 234.14 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF SAID RIDGEWOOD AVENUE; THENCE N25°16'00"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 41.40 FEET TO THE POINT OF BEGINNING, RESERVING A ROAD EASEMENT OVER THE NORTHERLY 5 FEET OF THE WESTERLY 130 FEET THEREOF.

LESS AND EXCEPT

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE

EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 380 FEET TO A POINT IN THE NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA; THENCE N65°00'00"E ALONG THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 123 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE N65°00'00"E ALONG SAID NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE A DISTANCE OF 111.87 FEET TO A POINT; THENCE S24°42'32"E A DISTANCE OF 51.10 FEET TO A POINT; THENCE S65°00'00"W AND PARALLEL WITH SAID NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 93.63 FEET TO A POINT; THENCE N70°34'27"W A DISTANCE OF 24.81 FEET TO A POINT; THENCE N25°16'00"W AND PARALLEL WITH SAID RIDGEWOOD AVENUE RIGHT-OF-WAY A DISTANCE OF 33.60 FEET TO THE POINT OF BEGINNING.
CONTAINING 286072 SQUARE FEET OR 6.567 ACRES MORE OR LESS WEST OF HALIFAX DRIVE AND 44980 SQUARE FEET OR 1.033 ACRES EAST OF HALIFAX DRIVE.

TOGETHER WITH

LOTS 2 THRU 4, INCLUSIVE, EXCEPTING THE STREETS (HALIFAX DRIVE AND HERBERT STREET), AND INCLUDING RIPARIAN RIGHTS, DANIELS PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 37186 SQUARE FEET OR 0.854 ACRES MORE OR LESS.

TOGETHER WITH

THE EAST 55 FEET OF THE WEST 155 FEET OF THE SOUTHERLY 100 FEET, EXCLUDING PART IN STREET, BLOCK "C" WILSON'S PORT ORANGE, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 5527 SQUARE FEET OR 0.127 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL 1

LOTS 5 AND 6, EXCEPT THE EAST 216 FEET AND EXCEPT THE STREET (US HIGHWAY #1), BLOCK 2, PORT ORANGE HAND TRACT, THE SAID EAST 216 FEET BEING MEASURED ON THE NORTH LINE OF LOT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 24051 SQUARE FEET OR 0.552 ACRES MORE OR LESS.

PARCEL 2

REFER TO A POINT IN THE ORIGINAL EAST LINE OF RIDGEWOOD AVENUE, (US HIGHWAY #1, STATE ROAD NO. 5, A 66 FOOT RIGHT-OF-WAY), SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. GOVERNMENT LOT TWO (2), OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTH LINE OF LOT ONE (1), MRS DANIEL'S ADDITION TO PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 29, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH SAID ORIGINAL EAST RIGHT-OF-WAY; THENCE N89°14'45"E, FOR A DISTANCE OF 3.83 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 1 (STATE ROAD 5), NOW A 100 FOOT RIGHT-OF-WAY; THENCE S24°15'30"E ALONG THE EAST RIGHT-OF-WAY LINE NOW IN USE FOR A DISTANCE OF 150.42 FEET; THENCE DEPARTING AFORESAID RIGHT-OF-WAY N77°17'08"E, FOR A DISTANCE OF 338.08 FEET; THENCE N25°55'41"W FOR A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID U.S. GOVERNMENT LOT 2; THENCE S89°14'45"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 358.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 36666 SQUARE FEET OR 0.842 ACRES MORE OR LESS.

TOGETHER WITH

LOTS 1 & 2 & N 21.25 FT OF E 136.8 FT OF LOT 3 BLK F EXC R/W WILSONS PORT ORANGE.



STAFF REPORT

1st Amendment to the Riveryard Master Development Agreement
Case No. PRZA-24-0005

REQUEST:	To approve the 1st Amendment to the Riveryard Master Development Agreement (MDA) to provide the framework to establish interim uses on the city-owned property in Riverwalk to activate the waterfront until construction of the permanent development project begins.
LOCATION:	Northeast corner of Dunlawton Avenue and Ridgewood Avenue, the former Dave's Pest Control property, and the former ArtHaus property (Exhibit 1)
APPLICANT:	Bristol Port Orange Partners, LLC
PROPERTY OWNERS:	City of Port Orange and Port Orange Town Center Community Redevelopment Agency
STAFF CONTACT:	Tim Burman, Community Development Director
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-1 (July 18, 2024)
CITY COUNCIL:	August 6, 2024

INTRODUCTION

In December 2023, the City Council and the Port Orange Town Center Community Redevelopment Agency (POCT CRA) approved the Second Amendment to the Contract for Sale and Purchase between the City, POTC CRA, and Bristol Development Group (Bristol) for the city-owned property in Riverwalk area. The proposed amendment to the Riveryard Master Development Agreement (MDA) provides the framework for interim uses to be developed on the city-owned property (subject property) located in the Riverwalk area to activate the subject property and waterfront until construction of Bristol's permanent development project begins. The areas included in the MDA Amendment include the city-owned property at the northeast corner of Dunlawton Avenue and Ridgewood Avenue, the former Dave's Pest Control property, and the former ArtHaus property (Exhibit 1 – Location Map).

Due to the potential of the subject property, the City and Bristol are exploring ways to make improvements to the subject property, inspired by the success of Boxi Park, A La Cart, Sparkman Wharf, and other similar venues, to create unique food, beverage, entertainment, and recreational experiences and opportunities along the Halifax River until the site and building plans are finalized and construction of Bristol's mixed-use development project begins. If approved, the proposed amendment would allow for interim uses, such as a food truck courts, coffee shop or juice bar, beer garden, farmers'

market, rental of canoes, kayaks, paddleboards, etc., and live music to be developed on the subject property.

Figure 1 – Photos of Boxi Park, A La Cart, Sparkman Wharf, and Other Similar Venues



The proposed amendment does **not** change the current framework or timeline for the development of Bristol's mixed-use project that will include a waterfront park (performance pavilion, trails, swings/benches, etc.), riverfront bar/restaurant, ±30,000 square feet of commercial space, hotel (optional), multi-family building wrapped around a parking garage, festival street, public parking, private streets with on-street parking, associated infrastructure (water, sewer, and drainage) improvements, and an overflow temporary grass parking on the former Dave's Pest Control property.

The proposed amendment (Exhibit 2) identifies the type of interim uses that can be developed on the subject property, provides the option for flexibility from the standard site development requirements in the Land Development Code (LDC), and waives fees for city development review applications, site inspections, building permits, and building inspection fees associated with an approved interim use.

The proposed amendment provides flexibility for standard development requirements in the LDC to be waived or modified, except those related to accessibility, building code, and fire code, to reduce the time to develop the infrastructure to support the interim uses, allow the interim uses to get started without a substantial amount of upfront costs; and minimize improvements that will need to be removed when the permanent site is constructed. The current standard development requirements in the LDC were designed to ensure that individual permanent commercial or multi-family projects located on large lots along major roadways are built to the standards of Port Orange and include large right-of-way buffers, surface parking lots, foundation and parking lot landscaping, building separation/setbacks, limited height, etc... Due to the limited timeframe, the interim uses are anticipated to occupy the subject property until future construction of the permanent mixed-use project; requirements such as landscaping buffers, foundation and parking lot plantings, paving of parking spaces and drive aisle, sidewalks, tree replacement, etc... may be requirements that could be waived or modified.

The proposed amendment identifies the following interim uses that can be developed on the subject property:

1. Rental of nonmotorized water-based activities such as canoe, kayak, windsurfing, paddleboard, etc.
2. Rental of motorized water-based activities such as a boat or jet ski.
3. Farmers' market.
4. Recreational facilities.
5. Food truck court.
6. Retail of craft beverages/products such as coffee, ice cream, baked goods, liquor, wine, and alcohol.
7. Retail sales related to seasonal activities, such as holiday sales (For example - Christmas tree or pumpkin sales); and
8. Other similar uses or events associated with food, arts, culture, exercise, and entertainment.

As required in the proposed amendment, the City Council and the Port Orange Town Center CRA must approve a license agreement to establish the interim uses allowed on the subject property and the general layout of the area to be occupied by the interim uses.

According to the proposed amendment, a request for a license agreement must be submitted. As part of the request for a license agreement, a conceptual plan is required that shows the general location of existing and new structures associated with the interim uses proposed, such as, food truck stalls, signage, temporary structures, parking, access, ingress, egress, and interior vehicular and pedestrian circulation, utility services, screening or buffering, seating areas/gathering areas, entertainment areas,

trash receptacles and other movable and permanent physical elements, public roadway closures, and any other information determined by the administrative official to be pertinent to the requested interim use.

As required in the proposed amendment, a request for a license agreement is required to provide a conceptual plan that shows the general location of existing and new structures, food truck stalls, signage, temporary structures, parking, access, ingress, egress, and interior vehicular and pedestrian circulation, utility services, screening or buffering, seating areas/gathering areas, entertainment areas, trash receptacles and other movable and permanent physical elements, public roadway closures, and any other information determined by the administrative official to be pertinent to the requested interim use.

CONSISTENCY WITH COMPREHENSIVE PLAN

The subject property is designated Planned Community-Riverwalk on the City's Future Land Use (FLU) Map. The Planned Community-Riverwalk land use standards and the policies within the Port Orange Town Center (POTC) CRA Plan are to guide the development of a walkable development along the Halifax River that includes commercial, office, residential, civic, and entertainment uses.

The proposed amendment is generally consistent with the intent of the Goals, Objects, and Policies of the Comprehensive Plan and CRA Plan and supports the redevelopment of parcels within an existing built commercial area that is already served by public infrastructure (water, sewer, roads, and schools).

PUBLIC NOTICE

A Public Notice sign was posted on the site on July 2, 2024. As of July 12, 2024, staff have not received any phone calls regarding the proposed MDA Amendment.

RECOMMENDATION

Staff recommends approval of the 1st Amendment to the Riveryard Master Development Agreement (MDA) subject to review and approval by the City Attorney's Office for legal form and content.

ATTACHMENT.

Exhibit 1: Location Map

Exhibit 2: 1st Amendment to the Riveryard Master Development Agreement

Exhibit 1 – Location Map



EXHIBIT 2

Document prepared by:

Mark Watts, Esq.
Cobb Cole
149 S. Ridgewood Ave., Ste. 700
Daytona Beach, FL 32114

Return recorded document to:

City of Port Orange Records Clerk
1000 City Center Circle
Port Orange, FL 32129

FIRST AMENDMENT TO RIVERYARD MASTER DEVELOPMENT AGREEMENT

The **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, and **PORT ORANGE TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY**, a special purpose district unit of government organized under Chapter 163, Part III, the Law of Florida, both located in Volusia County, Florida, (collectively "City"), and **BRISTOL PORT ORANGE PARTNERS, LLC**, a Florida limited liability company in its capacity as the developer of the Property ("Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

WHEREAS, the City is the owner of the property more particularly described in **Exhibit "A"**, attached hereto and made a part here by reference ("City Property"), said property being a portion of the property that is subject to the MDA; and

WHEREAS, the City and Developer previously entered into the Riveryard Master Development Agreement, adopted September 5, 2023, and recorded in Official Records Book 8457, Page 2924, Public Records of Volusia County, Florida (the "MDA"); and

WHEREAS, the Developer is the contract purchaser of the City Property and, as such, requests the City to amend the MDA to allow permitted interim uses and provide development criteria for such uses within the City Property, the only property impacted by this First Amendment to Riveryard Master Development Agreement ("First Amendment"); and

WHEREAS, the City is willing to grant the Developer's request, subject to the terms and conditions set forth herein;

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 and the Owners hereby agree to amend the MDA as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.
2. **Section 5. of the MDA is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in STRIKETHROUGH]**

5. PERMITTED USES.

(a) All uses permitted within the PC-R Mixed Use district shall be permitted, along with the following additional uses within the Property:

Bike, kayak & other recreational equipment rentals

Banks

Office (permitted on any floor)

Animal grooming or wellness, pet day care (no overnight stays)

Game/recreation facilities

Health/exercise clubs

Brewery

Amphitheater

Multifamily dwellings and Townhomes

Food Truck Court/Parking – allowed in the area designated on the CDP as commercial, private roadway, and waterfront park.

Accessory and temporary uses are permitted within the site that are incidental to the principal uses outlined herein and are part of the scale or scope of everyday operations. Temporary uses, such as social programming, art displays, exercise classes, and similar activities targeted towards activation of the Property shall be permitted without the need for formal Special Event review by the City, so long as the event does not contemplate any of the following: (1) Affects the public roadway network and area(s) beyond the City of Port Orange; (2) Requires one or more public roadway closures; (3) Has hours of operation extending beyond 11:00 p.m.; or (4) Extends for a period over twenty-four hours.

(b) Interim uses. Prior to the development of the principal uses and structure on the City Property, the following interim uses to activate the waterfront shall be permitted subject to approval of a license agreement by the City Council. Upon commencement of the development of the principal uses and structure on City Property, so long as safety measures are in place and in accordance with applicable laws, approved interim uses on other portions of City Property may continue on said property not impacted by the commencement of said development. Prior to City Council consideration, application for interim uses on the City Property shall be made in the same form and manner as a license agreement application process in accordance with the Code of Ordinances and the requirements as set forth hereinbelow:

- (1) Rental of nonmotorized water-based activities such as paddleboat, canoe, kayak, windsurfing, paddleboard, etc.
- (2) Rental of motorized water-based activities such as a boat or jet ski.
- (3) Farmers' market.
- (4) Recreational facilities.

- (5) Food Truck Court: A parcel or parcels of land where two or more mobile food vendors, licensed by the state of Florida, congregate to offer food and beverage for sale to the public, along with seating, yard games, and programmed entertainment.
- (6) Retail of craft beverages/products such as coffee, ice cream, baked goods, confectioneries, liquor, wine, and alcohol.
- (7) Retail sales related to seasonal activities, such as holiday sales (Example - Christmas tree or pumpkin sales); and
- (8) Other similar uses or events associated with food, arts, culture, exercise, and entertainment.

(c) Development standards for Interim uses.

- (1) The administrative official may waive or modify development requirements in the Land Development Code (LDC) other than those improvements related to accessibility, building code, and fire code based on the extent and timeframe of the proposed interim use, the proposed layout of the interim use, and the condition of the existing site. Requests to waive or modify LDC requirements shall be submitted in writing on forms provided by the City and shall be identified as part of the request for a License Agreement.
- (2) No interim uses shall degrade, destroy, or otherwise negatively impact the property such that the cost of redevelopment is increased, or significant natural features are compromised.
- (3) Signage for interim uses shall comply with the requirements of the Land Development Code and shall be allowed for the duration of the License Agreement.
- (4) Electrical service must be provided on-site for interim uses.
- (5) All city development review applications, site inspections, building permits, and building inspection fees for all development-related applications for interim use shall be waived.
- (6) Interim uses shall comply with all regulations in the Code of Ordinances, and the Land Development Code unless waived or modified through the approval of a license agreement or the Master Development Agreement or amendment thereto.
- (7) As part of the license agreement application, a conceptual plan shall be provided showing the location of existing and new buildings, food truck stalls, signage, temporary structures, parking, access, ingress, egress, and interior vehicular and pedestrian circulation, utility services, screening or buffering, seating areas/gathering areas, entertainment areas, trash receptacles and other movable and permanent physical elements, public roadway closures, and any other information determined by the administrative official to be pertinent to the requested interim use. If an additional interim use is to be added to an approved license agreement, an amendment to said agreement will be required in accordance with the process as set forth herein.

- (8) As part of the license agreement application process, the requisite insurance coverage, as determined by the City, shall be required to be provided to the City, with the City named as additional insured. The licensee shall indemnify and hold harmless the City from any claims related to the requested interim use activity.
- (9) Before making improvements for an interim use, either a building permit or development permit application shall be reviewed and approved.

(d) Temporary staging and parking shall be permitted as an interim use until the redevelopment of the portion of the property used for such use. This interim use shall be limited to the owner of the property and shall not require a license agreement.

(e) Any interim use contemplated in section (b), hereinabove, that has been established by a license agreement approved by City Council prior to the expiration or termination of the MDA, may continue as a nonconforming use, subject to the term and expiration of the applicable license agreement.

- 3. This First Amendment shall be effective as of the date it is executed by all parties. The MDA, as previously enacted, shall remain in full force and effect except with the respect to those matters specifically amended by this First Amendment.
- 4. This First Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense. The restrictions on use and development imposed by this First Amendment shall be binding upon all successors in interest in the Property.

[Remainder of Page Intentionally Left Blank]

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

Print Name of Witness 1

By: _____

Donald O. Burnette, Mayor

Attest:

Witness 2

Print Name of Witness 2

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024 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
Commission No: _____

Signed, sealed and delivered in the presence of:

**Port Orange Town Center Community
Redevelopment Agency (“CRA”)**

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____ of _____. He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of: **Bristol Port Orange Partners, LLC**
(“Developer”)

Witness 1

Print Name of Witness 1

By: _____
Name:

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____ of Bristol Port Orange Partners, LLC, referred to in this agreement as “Developer.” He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

DESCRIPTION:

LOTS 1 THRU 9, EXCEPTING THE STREETS (HALIFAX DRIVE AND HERBERT STREET), AND INCLUDING RIPARIAN RIGHTS, BLOCK B, WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LYING IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

LESS AND EXCEPT

THE SOUTHERLY 60 FEET OF THE WESTERLY 140 FEET OF LOT 7, BLOCK B, WILSON'S PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS THAT PORTION DEEDED FOR STREET, AND THE WEST 140 FEET OF THE NORTH 15 FEET OF LOT 7 AND THE WEST 140 FEET OF LOT 8, ALL IN BLOCK B, WILSON'S SUBDIVISION OF PORT ORANGE, AS PER MAP IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR WIDENING OF THE PUBLIC HIGHWAY LOCATED THEREON.

LESS AND EXCEPT

THE WEST 190 FEET OF LOT 6, BLOCK B, WILSON'S PORT ORANGE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THAT PORTION THEREOF DEEDED TO THE STATE OF FLORIDA FOR HIGHWAY PURPOSES IN DEED BOOK 218, PAGE 158, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 380 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N65°00'00"E ALONG THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE

154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, A DISTANCE OF 123 FEET TO A POINT; THENCE S25°16'00"E A DISTANCE OF 33.60 FEET TO A POINT; THENCE S65°00'00"W AND PARALLEL WITH SAID NORTH LINE OF SAID LOT FOUR (4) A DISTANCE OF 123 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIDGEWOOD AVENUE, THENCE N25°16'00"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 33.60 FEET TO THE POINT OF BEGINNING, RESERVING A ROAD EASEMENT OVER THE SOUTHERLY 5 FEET THEREOF AND GRANTING A ROAD EASEMENT OVER THE NORTHERLY 5 FEET OF THE WESTERLY 130 FEET OF THE LOT, TRACT AND PARCEL OF LANE IMMEDIATELY NEXT ADJOINING THE SAID EASEMENT HEREIN RESERVED.

LESS AND EXCEPT

A PORTION OF LOT 4, BLOCK "B" WILSON'S PORT ORANGE, ACCORDING TO THE MAP THEREOF RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 413.60 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N65°0'00"E AND PARALLEL WITH THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, A DISTANCE OF 123 FEET TO A POINT; THENCE S70°34'27"E A DISTANCE OF 24.81 FEET TO A POINT; THENCE N65°00'00"E AND PARALLEL WITH SAID NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE A DISTANCE OF 93.63 FEET TO A POINT; THENCE S24°42'32"E A DISTANCE OF 23.90 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE; THENCE S65°00'00"W ALONG THE SOUTH LINE OF SAID LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 234.14 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF SAID RIDGEWOOD AVENUE; THENCE N25°16'00"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 41.40 FEET TO THE POINT OF BEGINNING, RESERVING A ROAD EASEMENT OVER THE NORTHERLY 5 FEET OF THE WESTERLY 130 FEET THEREOF.

LESS AND EXCEPT

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT ST (A 40 FOOT RIGHT-OF-WAY AS OCCUPIED) WITH THE

EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS OCCUPIED); THENCE S25°16'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE A DISTANCE OF 380 FEET TO A POINT IN THE NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE, AS RECORDED IN MAP BOOK 1, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA; THENCE N65°00'00"E ALONG THE NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 123 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE N65°00'00"E ALONG SAID NORTH LINE OF LOT FOUR (4), BLOCK "B" WILSON'S PORT ORANGE A DISTANCE OF 111.87 FEET TO A POINT; THENCE S24°42'32"E A DISTANCE OF 51.10 FEET TO A POINT; THENCE S65°00'00"W AND PARALLEL WITH SAID NORTH LINE OF LOT FOUR (4) OF BLOCK "B" WILSON'S PORT ORANGE, A DISTANCE OF 93.63 FEET TO A POINT; THENCE N70°34'27"W A DISTANCE OF 24.81 FEET TO A POINT; THENCE N25°16'00"W AND PARALLEL WITH SAID RIDGEWOOD AVENUE RIGHT-OF-WAY A DISTANCE OF 33.60 FEET TO THE POINT OF BEGINNING.
CONTAINING 286072 SQUARE FEET OR 6.567 ACRES MORE OR LESS WEST OF HALIFAX DRIVE AND 44980 SQUARE FEET OR 1.033 ACRES EAST OF HALIFAX DRIVE.

TOGETHER WITH

LOTS 2 THRU 4, INCLUSIVE, EXCEPTING THE STREETS (HALIFAX DRIVE AND HERBERT STREET), AND INCLUDING RIPARIAN RIGHTS, DANIELS PORT ORANGE, AS RECORDED IN MAP BOOK 3, PAGE 29, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 37186 SQUARE FEET OR 0.854 ACRES MORE OR LESS.

TOGETHER WITH

THE EAST 55 FEET OF THE WEST 155 FEET OF THE SOUTHERLY 100 FEET, EXCLUDING PART IN STREET, BLOCK "C" WILSON'S PORT ORANGE, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 5527 SQUARE FEET OR 0.127 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL 1

LOTS 5 AND 6, EXCEPT THE EAST 216 FEET AND EXCEPT THE STREET (US HIGHWAY #1), BLOCK 2, PORT ORANGE HAND TRACT, THE SAID EAST 216 FEET BEING MEASURED ON THE NORTH LINE OF LOT 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. CONTAINING 24051 SQUARE FEET OR 0.552 ACRES MORE OR LESS.

PARCEL 2

REFER TO A POINT IN THE ORIGINAL EAST LINE OF RIDGEWOOD AVENUE, (US HIGHWAY #1, STATE ROAD NO. 5, A 66 FOOT RIGHT-OF-WAY), SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. GOVERNMENT LOT TWO (2), OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTH LINE OF LOT ONE (1), MRS DANIEL'S ADDITION TO PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 29, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH SAID ORIGINAL EAST RIGHT-OF-WAY; THENCE N89°14'45"E, FOR A DISTANCE OF 3.83 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 1 (STATE ROAD 5), NOW A 100 FOOT RIGHT-OF-WAY; THENCE S24°15'30"E ALONG THE EAST RIGHT-OF-WAY LINE NOW IN USE FOR A DISTANCE OF 150.42 FEET; THENCE DEPARTING AFORESAID RIGHT-OF-WAY N77°17'08"E, FOR A DISTANCE OF 338.08 FEET; THENCE N25°55'41"W FOR A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID U.S. GOVERNMENT LOT 2; THENCE S89°14'45"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 358.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 36666 SQUARE FEET OR 0.842 ACRES MORE OR LESS.

TOGETHER WITH

LOTS 1 & 2 & N 21.25 FT OF E 136.8 FT OF LOT 3 BLK F EXC R/W WILSONS PORT ORANGE.



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance No. 2024-14 – First Amendment to the Riveryard Master Development Agreement (Case No. PRZA-24-0005)

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

A request by the property owner to amend to the Riveryard Master Development Agreement (MDA) to provide the framework to establish interim uses on the city-owned property in Riverwalk to activate the waterfront until construction of the permanent development project begins.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful² (if any):

This ordinance is for a private property owners request to amend the zoning of their property for interim uses.

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/6/2024

SUBJECT: (H19) First Reading - Ordinance No. 2024-15 - Chapter 6 - Alcoholic Beverages - Article 1. In General of the Code of Ordinances

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-15.

SUMMARY: The proposed amendment to the Code of Ordinances amends the list of properties/locations owned by the City of Port Orange that an individual can possess an open container of alcoholic beverage or consume any alcoholic beverage on the street, sidewalk, public property, or public building. Currently, the Code of Ordinance permits the consumption of any alcoholic beverage at the following city-owned locations:

1. The municipal golf course
2. The premises located at Riverside Pavilion
3. The Palmer College of Chiropractic, Florida campus located on City Center Parkway
4. Upon any public property in the city utilized for functions held by the city, Florida League of Cities, Volusia League of Cities, Volusia Council of Governments, or other governmental entities.

The proposed amendment further supports the City's redevelopment efforts within the Port Orange Town Center Community Redevelopment Area (CRA) by adding any city-owned property or building subject to City Council's formal written authorization setting forth the terms and conditions for the consumption of alcoholic beverages to be allowed, subject to strict compliance with federal, state and local laws governing alcoholic beverages.

Over the last several years, staff has prepared amendments to support the City's redevelopment efforts to create commercial/entertainment destination areas within the Town Center Community Redevelopment Area (CRA). The amendments included adding uses such as "Brewery" and "Farmers Market," incentives for the redevelopment of targeted businesses, establishing site development standards for the redevelopment of infill commercial properties, alternative signage options, and establishing the Riverwalk and Down Under Entertainment Districts. Similar to the past amendments, the proposed amendment is intended to support existing businesses and attract new businesses that provide entertainment activities such as live music or performances.

PRESENTER: Matthew Jones, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2024-15	Ordinance No. 2024-15.pdf
2.	Business Impact Estimate Form - Ord. 2024-15	Business Impact Estimate Form - Ord. 2024-15.pdf

Tim Burman	Created/Initiated - 7/18/2024
Tim Burman	Approved - 7/19/2024
Shannon Balmer	Approved - 7/23/2024
Wayne Clark	Approved - 7/26/2024
Tracee Cody	Final Approval - 7/29/2024

ORDINANCE NO. 2024-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 6-3 RELATING TO THE LIST OF PROPERTIES EXEMPT FROM THE GENERAL PROHIBITION OF POSSESSION AND CONSUMPTION OF ALCOHOL ON PUBLIC PROPERTY OWNED OR CONTROLLED BY THE CITY OF PORT ORANGE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to encourage and support the redevelopment and activation efforts to create commercial/entertainment destination areas within the Port Orange Town Center Community Redevelopment Area (CRA); and

WHEREAS, the City Council recognizes the demand for alcoholic beverages associated with certain entertainment and sporting venues; and

WHEREAS, the City Council, in furtherance of said efforts, wishes to amend the list of properties/locations owned by the City of Port Orange that an individual can possess and consume an open container of an alcoholic beverage; and

WHEREAS, the City Council intends to permit the consumption of alcoholic beverages as it relates to permitted uses authorized at certain city-owned venues, subject to a express written authorization by City Council and in accordance with the provisions of the Code of Ordinances, so long as it can be done in a responsible and safe manner; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text;

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, Florida hereby amends Chapter 6, Article I, Section 6-3 of the Code of Ordinances to read as follows:

Sec. 6-3. - Drinking in public.

- (a) *General prohibition.* It shall be unlawful for any person to possess any open container of alcoholic beverage or to consume any alcoholic beverage on the streets, sidewalks or thoroughfares, or on any public property including, but not limited to, any public building, facility, park, playground, recreational facility, right-of-way, parking lot, and any other property owned or controlled by the City of Port Orange, unless expressly permitted in compliance with provisions of this section. This prohibition shall not apply to and no permit shall be required for possession or consumption of an alcoholic beverage at the following properties:
- (1) The municipal golf course; and
 - (2) The premises located at Riverside Pavilion and legally described in a lease agreement between the city and an organization which is incorporated and active as a corporation not for profit pursuant to F.S. ch. 617; and
 - (3) The Palmer College of Chiropractic, Florida campus located on City Center Parkway as described in that certain referenced Lease Agreement recorded in Official Records Book 4944 at Page 1791 of the Public Records of Volusia County, Florida; and
 - (4) Upon any public property in the city utilized for functions held by the city, Florida League of Cities, Volusia League of Cities, Volusia Council of Governments or other governmental entities-; and
 - (5) Any city-owned property expressly designated by the city council, by formal written authorization, as a place where alcohol may be consumed, subject to the terms and conditions set forth in said authorization, and subject to strict compliance with federal, state and local laws governing alcoholic beverages.

[The remainder of the section is unchanged]

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange, and the Sections of this Ordinance may be

renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 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 the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2024

Passed and adopted on second and final reading on the day of _____, 2024

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



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance No. 2024-15 – Chapter 6 - Alcoholic Beverages - Article 1. In General of the Code of Ordinances

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed amendment further supports the City ' s redevelopment efforts within the Port Orange Town Center Community Redevelopment Area (CRA) by adding any cityowned property or building subject to City Council's formal written authorization setting forth the terms and conditions for the consumption of alcoholic beverages to be allowed, subject to strict compliance with federal, state and local laws governing alcoholic beverages.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful² (if any):

N/A

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.