



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING MARCH 4, 2025

**6:00 PM, Shores Community Center, 3000 Bellemead Drive
Daytona Beach Shores, FL 32118**

Upon being recognized, a member of the public shall proceed to the podium and give his or her name and address and may, thereafter, speak for a maximum of three minutes on any matter relevant to a specific agenda item. During "Audience Comments," a member of the public may speak on any matter relevant to City business which is not on the agenda, for a maximum of three minutes in accordance with Section 2-1.1(d) and 2-2 of the City Code. In accordance with Section 2-2, during periods set aside for public discussion any person desiring to speak shall secure a form located at the agenda table, complete the form and present it to the City Clerk so the speaker can be recognized by the presiding officer. The use of profanity, obscene language, threats or any violent or abusive conduct by any person shall constitute a violation of this section. It shall be the duty of the Director of Public Safety, upon the order of the presiding officer at any such meeting, to forcibly, if necessary, evict any person violating the provisions of this section from the Commission Chambers. Any such violation shall subject the offender, upon conviction thereof, to a fine and/or imprisonment as prescribed by Section 1-8.

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
 - A. Proclamation for Government Finance Professionals Week
- 6. APPROVAL OF MINUTES**
 - A. City Commission Minutes January 7, 2025
 - B. City Commission Minutes February 4, 2025
- 7. CONSENT AGENDA:**

- A. Public Safety Department January monthly report
- B. Community Services Department Monthly Report - January 2025
- C. Executive Financial Report-November, December, & January 2025
- D. Authorization for the Mayor to sign and enter into Professional Parks Master Plan Services with Castle Bay Design Studio contract.
- E. Approval of Independent Contractor's Agreements For Minor Construction Projects
- F. Approval of Independent Contractor's Agreements For Building Division and Fire Plan Review Services
- G. Approval of the FEMA HMPG grant contract for a Community Center Generator
- H. Approval of the FEMA HMPG EOC grant contract for \$335,846.25
- I. Agreement to Piggyback Services Contracted By The Florida Department Of Management Services For Kubota Tractor Purchase
- J. Approval for Mayor Miller to attend Team Volusia 2025 Annual Meeting
- K. MOU between City of Daytona Beach Shores and the United States Immigration and Customs Enforcement Agency
- L. Purchase of 5 XL-185M Mobile Radios

8. OLD BUSINESS:

9. NEW BUSINESS:

- A. Ordinance 2025-02: Voluntary Annexation, 123 Esmeralda Avenue
- B. Ordinance 2025-03: Voluntary Annexation, 3836 S. Atlantic Avenue
- C. Resolution 2025-02: Resolution Of No Interest In The Sanibel Walkway Area Located At 3799 S. Atlantic Avenue
- D. Consideration to re-appoint member to Opioid Abatement Advisory Board and to appoint alternate member.

E. Calendar of Upcoming Events

- 10. CITY ATTORNEY COMMENTS**
- 11. CITY MANAGER COMMENTS**
- 12. COMMISSION COMMENTS:**
- 13. AUDIENCE REMARKS/PUBLIC COMMENTS:**
- 14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:**
- 15. ADJOURNMENT:**

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: 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, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-7635364, CSCHWAB@CITYOFDBS.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 DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

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.

MINUTES
CITY COMMISSION MEETING
January 7, 2025
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

Staff: City Manager Kurt Swartzlander, Acting City Clerk Joanna Forquer, City Attorney Becky Vose, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Economic Development and Public Affairs Director Nancy Maddox, and Public Safety Director Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Commission Minutes December 10, 2024

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of December 10, 2024.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

B. City Commission Minutes December 20, 2024

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the City Commission Minutes of December 20, 2024.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Stephan Dembinsky

7. CONSENT AGENDA:

A. Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - Creech Enterprises, Inc., dba Southeast Containers

B. Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - Samsula Waste, Inc.

C. Community Services Department Monthly Report - November 2024

D. Approval of Contract for Towing Services

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the consent agenda.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

8. OLD BUSINESS:

A. Ordinance 2024-23 Repeal of portions of Chapter 16.5

Attorney Vose read the Ordinance by title only. Commissioner Conomos requested two changes to the Ordinance. The first change is in Section 16 1/2.2. It was explained that the charge was truly a misdemeanor of the second degree and it should be stated that way in print. The second change is in Section 16 1/2 -16(b)(3). He requested changing from a Florida driver's license to "a State or Government Issued Identification" since not everyone has a driver's license. The remaining members agreed on the changes.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Adopt Ordinance 2024-23 on second reading with the two changes approved by the City Attorney.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

9. NEW BUSINESS:

A. Resolution 2025-01: Proposed Fee Schedule Update (Building Permits)

Attorney Vose read the resolution by title only. Chief Building Official Steve Edmunds made a brief presentation regarding the proposed fee schedule. This would simplify our existing schedule as the structure was a bit complicated and could not be loaded into the new permitting software. The proposed schedule includes state mandated items such as milestone inspections, and online permitting. It was noted that the fees had not been increased in over 20 years. Additionally, the state has mandated a utilization report and the city is currently running in the negative. The proposed fees will attempt to close that gap. Vice Mayor Politis felt the proposed fee schedule was very rational and thanked staff for taking the time to review and analyze it.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to adopt Resolution 2025-01 on first reading.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

B. Agreement with the Tuscany Shores Condominium Association for the Removal of the Damaged Pedestrian Public Beach Access Dune Walkover & Patch Repair of the Condominium Seawall

Community Services Director Stewart Cruz provided background information on the item. In November 2005, the developer dedicated the beach walkover to the city, and it was bolted to the existing seawall. In October 2024, Hurricane Milton arrived and severely damaged the walkover. The

city's structural engineer recommended the walkover be removed as it was unrepairable. Staff has worked with the condominium representatives to develop the proposed agreement on the agenda. It would allow for the removal of the dune walkover, repair, patch and paint the affected areas, and install safety fencing on the public beach access walkway. It was noted that removing the walkway will limit beach access to the condo as it does not have its own set of beach stairs.

Mayor Miller inquired if the walkway had been damaged in previous storms. Director Cruz stated that it had been previously damaged but those were repairable. He also noted that there were stairs to the beach near St. Kitts Condominium and also at Bellemead Avenue.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve the Agreement with the Tuscany Shores Condominium Association for the Removal of the Damaged Pedestrian Public Beach Access Dune Walkover & Patch Repair of the Condominium Seawall.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

10. CITY ATTORNEY COMMENTS

The City Attorney had no further comments.

11. CITY MANAGER COMMENTS

City Manager Kurt Swartzlander recognized Finance Director Lory Irwin for being awarded the Certificate of Excellence for the third year in a row. Chief Michael Fowler will be receiving his 30-year service award at the next Coffee with the Mayor. He stated that the last visioning session was held in 2019. Would the commission like to do another one? Mayor Miller stated while that was a very good working session, it was very expensive and felt city staff could handle another one. She would like to hold a session to compare what has been accomplished since 2019. The remaining commissioners agreed to hold a workshop but have city staff facilitate it.

12. COMMISSION COMMENTS:

Mayor Miller stated that she had been to Deland earlier that day with some of the city staff to thank the local delegates for their support on city projects. She reminded the audience that meetings are now held on the first Tuesday and Coffee with the Mayor would be the following day. Guest speakers for tomorrow will be Rep. Bill Partington and Jessica Fentress from the County. The Better Life Health Expo will be held on Saturday, January 11th in the Community Center.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Kathleen Atwood requested that the city declare Feb. 22nd as World Encephalitis Day. She was diagnosed with the rare disease and is very passionate to raise awareness. They asked that a city landmark be lit in red for 24 hours on the 22nd and Comm. Conomos suggested the Navy flag in Veterans Park since they are both Navy veterans.

Barbara Ann Heegan spoke about the chamber being affiliated with the Kauffman Foundation to offer business assistance to business owners. It is a 10-week course and applications are being accepted. Dan Morris encouraged everyone to attend the business expo that weekend.

Kevin Duffy, a former employee of the police department (1973), commended the city on achieving its vision of a residential community that was a fun place to live in.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items requested for the next agenda.

15. ADJOURNMENT:

The meeting ended at 6:51 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB

MINUTES
CITY COMMISSION MEETING
February 4, 2025
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Becky Vose, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Economic Development and Public Affairs Director Nancy Maddox, and Public Safety Director Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

Mayor Miller and the City Commissioners presented artwork certificates to RJ Longstreet students.

6. APPROVAL OF MINUTES

7. CONSENT AGENDA:

- A. Public Safety November monthly report
- B. Public Safety December monthly report
- C. Community Services Department Monthly Report - December 2024
- D. Empire Computing Piggyback Agreement-Network Infrastructure
- E. Purchase of 5 Portable Radios for Public Safety
- F. RFQ2025-02 "Engineering Services For Sewage Collection & Resiliency Upgrades" Selection And Authorization For City Manager To Enter Contract Negotiations With Mead & Hunt, inc.
- G. RFQ Professional Parks Master Plan Services Selection & Authorization of City Manager to enter into contract negotiations.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the consent agenda.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner

Mark Card, Commissioner Stephan Dembinsky

8. OLD BUSINESS:

9. QUASI-JUDICIAL HEARING

- A. Conditional Use Permit CUP12024028: To Allow Outdoor Dining at Established Miniature Golf Course Mulligan's Lagoon

The City Clerk swore in all witnesses for the hearing. Commissioner Card disclosed that he had visited the property to observe where the outdoor seating would be. Commissioner Conomos disclosed that he had been a customer of the business in the past few months. City Planner Gwyn Herstein provided background information on the project. The business is Mulligan's Lagoon Mini Golf, and they would like to provide outdoor dining. All five of the criteria have been met for a conditional use permit. Additional criteria must be met for outdoor dining, and all 17 that apply have been met. Slides were shown of the property detailing the outdoor dining area. All due public notice has been met. Both the Planning & Zoning Board and staff recommend approval.

Audience member Valerie McClain felt it was a wonderful addition to the city that attracts families to the area.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the Conditional Use Permit CUP12024028.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

10. NEW BUSINESS:

- A. Ordinance 2025-01: Evaluation and Appraisal Report Comprehensive Plan Amendments

Attorney Vose read the ordinance by title only. Community Services Director Stewart Cruz explained that at least once every seven years, the city is required to evaluate and appraise their land use comprehensive plan to determine if any amendments are necessary. The city notified the state last year that it intends to transmit amendments. The proposed changes would extend the current plan until 2045. Most of the proposed changes were minor housekeeping issues. Some of the major changes included: Chapter 5, promote the introduction of an engineered beach, update the sanitary sewer, solid waste, and potable water level service standards consistent with the City of Port Orange; Chapter 9, update 5-year capital improvement plan, update the Volusia County School district 5-year work program, update the sanitary sewer, solid waste and potable water to be consistent with the City of Port Orange. He noted that both the Planning & Zoning Board and city staff recommended approval.

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve Ordinance 2025-01 on first reading.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

11. CITY ATTORNEY COMMENTS

There were no additional comments from the City Attorney.

12. CITY MANAGER COMMENTS

City Manager Kurt Swartzlander announced the passing of a past City Council Member, Lorraine Geiger. He also stated that FDOT will begin road improvements next year. They are hosting an open house next week for residents to attend. They will also be at tomorrow's Coffee with the Mayor event. He proposed dates for the upcoming strategic planning sessions.

13. COMMISSION COMMENTS:

Mayor Miller spoke on her recent FLM meeting in St. Augustine. Topics included having an engineered beach and economic development. Vice Mayor Politis stated that he recently gave a proclamation at RJ Longstreet for teacher of the year to Jane Failer. Commissioner Card related his recent visits to local businesses.

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

Sandy Cook passed out a booklet from the Daytona Beach Chamber. She would like something similar that could be from the city. She thought it could help to promote the amenities that the city has.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added for the next agenda.

16. ADJOURNMENT:

The meeting ended at 6:56 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
MARCH 4, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM:
PREPARED BY: Joanne Sweeney, Admin Asst
SUBJECT: Public Safety Department January monthly report

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. January PS monthly report



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

Office 386-763-5333 Fax 386-763-5341

MONTHLY REPORT FOR JANUARY 2025

	Jan-25	24/YTD	Jan-24	24/YTD
Police Related Calls	3,015	3,015	1,985	1,985
Fire Related Calls	87	87	84	84
Rescue Related Calls	76	76	64	64
Fire Related Alarms Sounding	16	16	42	42
Traffic Citations	167	167	133	133
Written Warnings	74	74	81	81
Building Inspections	75	75	57	57
Arrests: Adults	32	32	33	33
Juveniles	0	0	2	2
City Ordinance Charges	1	1	1	1
Florida State Statute Charges	35	35	42	42
Accidents: Total	16	16	13	13
Street/Highway	8	8	3	3
Parking Lot	8	8	10	10

Michael Fowler, Public Safety Director

M
02-05-25

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-01-01 through 2025-01-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
EXTRA PATROL	EP	898	29.78 %	28.97
MISCELLANEOUS LE CALL	MISC	683	22.65 %	22.03
TRAFFIC STOP	TS	520	17.25 %	16.77
PROPERTY CHECK	PRC	143	4.74 %	4.61
SUSP PERSON	SPER	61	2.02 %	1.97
SUSPECT STOP	SS	61	2.02 %	1.97
DIRECTED PATROL REQUEST	DPR	43	1.43 %	1.35
MEDICAL EMERGENCY	MED1	39	1.29 %	1.26
TELEPHONE HANDLE	THC	37	1.23 %	1.15
RADAR	RADAR	36	1.19 %	1.16
ZONE ACCOUNTABILITY PATR	ZAP	34	1.13 %	1.10
WALKUP	WALKUP	28	0.93 %	0.90
SUSP VEHICLE	SVEH	26	0.86 %	0.84
FIRE ALARM	ALARMF	22	0.73 %	0.71
SUSP INCIDENT	SINC	22	0.73 %	0.71
FLAG DOWN	FLAG	18	0.60 %	0.58
TRESPASSERS	TRES	18	0.60 %	0.58
BLS - MED/TRAUMA	BLS3	17	0.56 %	0.55
INVESTIGATION	INV	17	0.56 %	0.55
BUSINESS ALARM	ALARMB	16	0.53 %	0.52
FALL - NON EMERGENCY	TRAU3	15	0.50 %	0.48
WELL BEING CHECK	WBC	14	0.46 %	0.45
ELEVATOR CALL	ELEV	13	0.43 %	0.42
MVA	MV	13	0.43 %	0.42
DISTURBANCE	DIST	12	0.40 %	0.35
DRUNK DRIVER	DUI	12	0.40 %	0.35
TRAUMA EMERGENCY	TRAU1	11	0.36 %	0.35
WARRANT	WAR	9	0.30 %	0.25
TOWED VEHICLE	TOW	8	0.27 %	0.26
911 CK/OPEN LINE	911CK	7	0.23 %	0.23
ANIMAL COMPLAINT	AC	7	0.23 %	0.23
INFORMATION GIVEN	INFO	7	0.23 %	0.23
NARCOTICS	NARC	7	0.23 %	0.23
RECKLESS DRIVER	RD	7	0.23 %	0.23
STROKE / CVA	CVA	7	0.23 %	0.23
ATT TO CONTACT	ATC	6	0.20 %	0.15
DISABLED VEHICLE	DAV	6	0.20 %	0.15
MENTALLY ILL PER	MIP	6	0.20 %	0.15
TEST LE CALL	TEST	6	0.20 %	0.15
ESCORT	ESCORT	5	0.17 %	0.16
MEDICAL NON-EMERG	MED2	5	0.17 %	0.16
ROAD OBSTRUCTION	RDOB	5	0.17 %	0.16
SHOPLIFTING	SHOP1	5	0.17 %	0.16
SPECIAL DETAIL	SDL	5	0.17 %	0.16
SUICIDAL PERSON	SP	5	0.17 %	0.16
HIT&RUN MVA	MVHR	4	0.13 %	0.13

POLICE CALLS TOTALS BY TYPE (NO CIVIL)

DB SHORES POLICE

DATES: 2025-01-01 through 2025-01-31

LOCATION: ALL | ZONE: ALL | RD: ALL

DESCRIPTION	SIGNAL	TOTAL CALLS	% OF ALL CALLS	DAILY AVG
ASSAULT/BATTERY	ABAT	3	0.10 %	0.10
ASSIST AGENCY	ASSIST	3	0.10 %	0.10
BURGLARY ALARM	ALARM	3	0.10 %	0.10
DEAD PERSON	DEAD	3	0.10 %	0.10
ILLEGAL PARKING	PARK	3	0.10 %	0.10
NOISE	NOISE	3	0.10 %	0.10
THEFT	THEFT	3	0.10 %	0.10
UNCONSCIOUS	UNC	3	0.10 %	0.10
911 CK/OPN LINE/MED HAZ	911MED	2	0.07 %	0.07
ASSIST	ASST	2	0.07 %	0.07
CARBREAK	CB	2	0.07 %	0.07
CIVIL SERVICE	CIVILS	2	0.07 %	0.07
DANGEROUS COND FD	DCFD	2	0.07 %	0.07
DOMESTIC DISTURBANCE	DV	2	0.07 %	0.07
FOUND PROPERTY	PROPF	2	0.07 %	0.07
HARRASSING CALLS	HCALL	2	0.07 %	0.07
MEDICAL UNKNOWN	ALARMM	2	0.07 %	0.07
NE ASST- FIRE REQ	LEO2	2	0.07 %	0.07
REPOSSESSED VEH	REPO	2	0.07 %	0.07
TRAUMA CRITICAL	TRAUE	2	0.07 %	0.07
WALK & TALK	WT	2	0.07 %	0.07
ABANDONED VEH	AV	1	0.03 %	0.03
ALZHEIMERS	ALZ	1	0.03 %	0.03
BOLO	BOLO	1	0.03 %	0.03
CHOKING	CHK	1	0.03 %	0.03
CITY ORDINANCE VIOLATION	COV	1	0.03 %	0.03
FLEEING DRIVER	FLEE	1	0.03 %	0.03
HAZARDOUS COND W INJ	HZMI	1	0.03 %	0.03
HIT&RUN W/INJ PED	MVHRPI	1	0.03 %	0.03
HOLD UP ALARM	ALARMH	1	0.03 %	0.03
LOST CHILD	CHILDL	1	0.03 %	0.03
MISC FIRE SERVICE CALL	MISCF	1	0.03 %	0.03
MISSING PERSON	MP	1	0.03 %	0.03
MVA MAJOR	MVMI	1	0.03 %	0.03
MVA W/ INJURIES	MVI	1	0.03 %	0.03
SMOKE IN STRUCTURE	SMIS	1	0.03 %	0.03
STRUCTURE FIRE	SF	1	0.03 %	0.03
TRAFFIC LITE OUT	TLO	1	0.03 %	0.03
VANDALISM	VAND	1	0.03 %	0.03
VEH FIRE	VF	1	0.03 %	0.03
TOTAL CALLS:		3,015	100.00%	97.26

NOTE: CAD-generated statistical reports are compiled from a live database of calls for service; this live database requires frequent call updating to ensure real time data is correct and maintained. When compiling and comparing statistics over time, minor discrepancies are inherent and should be expected. For final report information on crime, Uniformed Crime Reporting (UCR) statistics should be utilized.

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

JANUARY 2025 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	0	0
HAZARDOUS CONDITIONS	5	5	0
VEHICLE FIRES	1	1	0
BOAT FIRES	0	0	0
OTHER FIRES NOT LISTED	0	0	0
VEHICLE CRASHES W/ENGINE RESPONSE	0	0	0
SERVICE CALLS	68	68	64
FIRE ALARMS	16	16	42
CANCELLED EN ROUTE	13	13	20
TOTALS	103	103	126

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	4	8	4	8	2	9
HOTEL/MOTEL	4	1	4	1	4	4
ASSEMBLY	0	0	0	0	0	0
MERCANTILE	5	5	5	5	4	4
RESTAURANT	2	0	2	0	0	1
BUSINESS	11	0	11	0	10	6
OTHER	27	0	27	0	7	0
CONSTRUCTION	0	0	0	0	0	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	7	1	7	1	5	1
TOTALS	60	15	60	15	32	25

PLANS EXAMINATION HOURS: 1 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY
JANUARY 2025 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	33	33	29
BLS CALLS	43	43	35
TOTALS	76	76	64



Daytona Beach Shores Department of Public Safety
Office of Director Michael Fowler
3050 S. Atlantic Ave.
Daytona Beach Shores, FL 32118
Office 386-763-5333

TRAINING SEMINARS ATTENDED

Month of January 2025

<i>Kathryn Gotz</i>	<i>1/4 – 7</i>	<i>Florida Police Chief's Conference – Orlando</i>
<i>Norman Medders</i>	<i>1/8</i>	<i>Certified Fire Protection Specialist – online</i>
<i>Anthony Compierchio</i>	<i>1/15</i>	<i>Surviving First Amendment Audits – DSC</i>
<i>Billie Phillips</i>		
<i>Peyton Carmin</i>		
<i>Anthony Geurtsen</i>		
<i>Isaac McDowell</i>		
<i>Rachel Rizza</i>		
<i>Ryan Mowen</i>		
<i>Heather Vanis</i>		
<i>Jessee Smith</i>		
<i>Jacob Smith</i>		
<i>Glenn Ingerman</i>		
<i>Conrad Kerins</i>		



Daytona Beach Shores Department of Public Safety
Office of Director Michael Fowler
3050 S. Atlantic Ave.
Daytona Beach Shores, FL 32118
Office 386-763-5333

MONTHLY REPORT FOR JANUARY 2025

Vehicle Maintenance Division: 2 Positions Assigned: Conducted routine, scheduled maintenance checks and repairs on all city vehicles (includes oil changes and tire exchanges). Additional items were:

Replace water pump	veh #172
Replace thermostat	veh #172
Replace outlet box	veh #199
Replace battery	veh #E77
Replace wiper blades	veh #193



**CITY COMMISSION AGENDA MEMORANDUM
MARCH 4, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Community Services Department Monthly Report - January 2025

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. CSD Planning & Building Divisions Montly Report - January 2025
2. CSD Public Works & Sewer Divisions Montly Report - January 2025

City of Daytona Beach Shores

Planning & Building Division Statistics

Monthly Report – January, 2025

Planning Division

Site Plans - Submittals and Approvals:

Submitted this Month: 1
 Submitted this Fiscal Year: 1
 Approved by Staff this Month: 2
 Approved by Staff this Fiscal Year: 2
 Approved by City Commission this Month: 1
 Approved by City Commission this Fiscal Year: 0
 Amendments Approved by Staff this Fiscal Year: 0

Building Division

Specific Large Projects (Over \$10,000) - Submitted This Month:

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Holiday Shores Condo	2617 South Atlantic Avenue	1/2	Reconstruct seawall	\$575,000.00	\$58.74
Perennial Vacation Club	2525 South Atlantic Avenue	1/2	Replace seawall, backfill	\$538,000.00	\$56.66
Guido Residence	2987 South Atlantic Avenue, Unit 1606	1/3	Replace 2 windows and 2 sliding glass doors	\$21,025.00	\$193.73
Seychelles Condo	3855 South Atlantic Avenue	1/6	Repair concrete, stucco, replace sliding glass doors	\$2,672,010.00	\$7,246.70
Beach Club Condo	3727 South Atlantic Avenue	1/6	Stucco repair on building and seawall	\$40,500.00	\$694.14
Oceanside Inn	1909 South Atlantic Avenue	1/6	Replace antennas, radios and equipment on rooftop	\$65,000.00	\$437.42
Lamb Residence	2937 South Atlantic Avenue, Unit 1806	1/7	Replace 1 window and 2 sliding glass doors	\$21,700.00	\$193.73
Esperanza Escape LLC	3122 Esperanza Avenue	1/7	Install new modified bitumen roll roofing system	\$11,000.00	\$120.55
Ambros Hotel	3247 South Atlantic Avenue	1/7	Install monument sign	\$17,386.00	\$69.25
St Maarten Condo	2403 South Atlantic Avenue	1/8	Replace damaged metal roof purlins and decking	\$15,000.00	\$154.75
Palma Bella Condo	3245 South Atlantic Avenue	1/9	Repair balcony concrete slab edges	\$200,200.00	\$1,040.03

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Castaways Beach Resort	2043 South Atlantic Avenue	1/9	Repairs to drywall in 136 units and common areas	\$464,337.00	\$51.11
G T Wag Inc Property	3218 South Atlantic Avenue	1/10	Remove and replace flat modified bitumen roof	\$40,000.00	\$295.20
Meyrath Residence	2638 South Peninsula Drive	1/10	Remove existing tile roof, install metal roof	\$157,225.00	\$868.15
Oceans Five Condo	2987 South Atlantic Avenue	1/13	Install new fire alarm system and control panel	\$190,844.00	\$1,850.67
Bogart Residence	3647 South Atlantic Avenue, Unit 6E	1/14	Replace drywall, cabinets, tops, master shower	\$37,500.00	\$283.67
Van Fleet Residence	2515 South Atlantic Avenue, Unit 501	1/14	Replace 2 windows	\$13,920.00	\$160.78
Bryant Residence	2715 South Atlantic Avenue	1/15	Replace 20 windows and 1 sliding glass door	\$40,275.00	\$408.53
Payne Residence	3003 South Atlantic Avenue, Unit 10C6	1/15	Tub to shower conversions in guest and master bathrooms	\$40,900.00	\$300.86
Daytona Beach Shores Hotel	2323 South Atlantic Avenue	1/16	Construct new seawall	\$1,354,996.00	\$102.62
Publix Super Market	3044 South Atlantic Avenue	1/17	Upgrade burglar alarm for main store remodel	\$25,034.00	\$219.27
Publix Super Market	3044 South Atlantic Avenue	1/17	Fire alarm upgrade for remodel	\$53,728.00	\$413.25
Holiday Shores Condo	2617 South Atlantic Avenue	1/17	Concrete repairs to the building structure	\$17,000.00	\$189.11
Surfside Club	3601 South Atlantic Avenue	1/17	Construct beach access stairs and dune walkover	\$24,500.00	\$258.30
Meyrath Residence	2638 South Peninsula Drive	1/17	Remove old pool, install new pool and spa	\$185,000.00	\$2,138.11
Kodsi Residence	2947 South Atlantic Avenue, Unit 702	1/21	Replace 4 windows and 1 sliding glass door	\$14,315.00	\$164.35
Kodsi Residence	2947 South Atlantic Avenue, Unit 703	1/21	Replace 11 windows and 1 sliding glass door	\$28,116.00	\$292.62
Whitby Residence	2970 Oceans Trace	1/21	Replace 18 windows and 1 sliding glass door	\$31,542.00	\$325.27
Brown Residence	2055 South Atlantic Avenue, Unit 404	1/21	Install 2 motorized roll down hurricane shutters	\$10,043.00	\$125.89
Daytona Beach Shores Hotel	2323 South Atlantic Avenue	1/21	Repair undermined concrete slabs	\$136,258.00	\$783.98
Kodra Residence	2737 South Atlantic Avenue	1/22	Replace dune walkover	\$60,000.00	\$596.55
Daytona Beach Drive in Church	3140 South Atlantic Avenue	1/22	Change out HVAC condenser heat pump	\$12,782.00	\$123.70
Folcik Residence	2 Oceans West Boulevard, Unit 1603	1/22	Remodel kitchen and 3 bathrooms	\$101,477.00	\$644.37
Folcik Residence	2 Oceans West Boulevard, Unit 1603	1/22	Relocate circuit, add lighting to bathroom	\$10,125.00	\$85.75
Dream Inn	3217 South Atlantic Avenue	1/22	Concrete pool deck, ramp, and pool equipment	\$60,000.00	\$1,334.55

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Oceans Eight Condo	2937 South Atlantic Avenue	1/22	Repair hurricane damage to roof	\$63,500.00	\$15.36
Farmer Residence	3805 South Atlantic Avenue, Unit 6	1/23	Add bathroom in existing closet, new tub and toilet	\$15,100.00	\$171.59
Doty Residence	3601 South Atlantic Avenue	1/23	Remove fiberglass unit, install new walls and shower base	\$15,564.00	\$69.25
Ashley Condo	3757 South Atlantic Avenue	1/23	Change out 15 ton condenser for lobby	\$10,800.00	\$132.70
Daytona Ocean Retail LLC	2518 South Atlantic Avenue	1/23	Install new circuits for new building layout	\$15,000.00	\$69.25
Fazekash Residence	1925 South Atlantic Avenue, Unit 701	1/23	Replace counter tops	\$23,725.00	\$503.99
Hyatt Place	3161 South Atlantic Avenue	1/24	Install x-filtration system for the pool area	\$31,000.00	\$320.11
Mayberry Residence	2902 River Point Drive	1/24	Expand garage	\$35,000.00	\$358.24
Batts Residence	2967 South Atlantic Avenue, Unit 1406	1/24	Kitchen remodel	\$15,700.00	\$177.12
Stachowicz Residence	101 Key Colony Court	1/24	Change out 3 ton HVAC system	\$14,542.00	\$166.44
Marciniak Residence	3311 South Atlantic Avenue, Unit 801	1/27	Install 9 motorized roll down hurricane shutters	\$31,600.00	\$325.83
Mier Residence	2515 South Atlantic Avenue, Unit 606	1/27	Install 4 motorized roll down hurricane shutters	\$13,900.00	\$160.60
Capozzoli Residence	3425 South Atlantic Avenue, Unit 2206	1/27	Electrical for kitchen and bathroom remodels	\$15,000.00	\$115.00
Jenkins Residence	2855 South Atlantic Avenue, Unit 301	1/27	Kitchen remodel, new cabinets and tops	\$52,000.00	\$520.29
Holstein Residence	3043 South Atlantic Avenue, Unit 2205	1/27	Change out 3 ton water to air unit	\$10,803.00	\$132.73
Dolphin Beach Club	3355 South Atlantic Avenue	1/27	Remove concrete rooftop panel in unit 312	\$10,300.00	\$128.20
Peck Plaza	2625 South Atlantic Avenue	1/28	Install new motor operated damper in machine room	\$17,433.00	\$156.70
Peck Plaza	2625 South Atlantic Avenue	1/28	Replace circuit in machine room	\$28,395.00	\$70.27
Jackson Residence	3145 South Atlantic Avenue, Unit 1201	1/31	Install 5 motorized roll down hurricane shutters	\$13,900.00	\$160.60
Doring Residence	2515 South Atlantic Avenue, Unit 607	1/31	Install 1 impact screen and 4 roll down hurricane shutters	\$14,800.00	\$168.82
McDaniel Residence	2515 South Atlantic Avenue, Unit 403	1/31	Install 7 motorized roll down hurricane shutters	\$20,300.00	\$219.56
Johnson Residence	2515 South Atlantic Avenue, Unit 603	1/31	Install 7 motorized roll down hurricane shutters	\$20,300.00	\$219.56
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$40,559.52	\$120,160.23

Building Division Revenue by Permit Category:

PERMIT TYPE	JANUARY 2025	FISCAL YEAR-TO- DATE 2024 TO 2025	JANUARY 2024	LAST FISCAL YEAR-TO- DATE 2023 TO 2024
BUILDING	\$23,826.40	\$66,623.01	\$20,429.11	\$72,522.83
ROOF	\$2,521.40	\$7,311.05	\$5,209.10	\$16,334.45
DEMOLITION	\$0.00	\$0.00	\$120.00	\$340.00
ELECTRICAL	\$6,802.75	\$14,985.14	\$2,285.95	\$9,191.32
MECHANICAL	\$4,283.73	\$20,328.11	\$1,740.50	\$15,666.88
PLUMBING	\$2,389.50	\$8,492.76	\$13,063.63	\$21,197.88
SIGN	\$226.50	\$380.25	\$487.50	\$1,475.72
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$274.24	\$884.91	\$204.95	\$1,278.93
DEVELOPMENT FEES	\$235.00	\$1,155.00	\$2,885.00	\$5,389.44
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$40,559.52	\$120,160.23	\$46,425.74	\$143,397.45

Building Division Activities:

ACTIVITY	JANUARY 2025	FISCAL YEAR-TO- DATE 2024 TO 2025	JANUARY 2024	LAST FISCAL YEAR-TO- DATE 2023 TO 2024
INSPECTIONS	{255} + [0] = 255	969	{20} + [283] = 303	1247
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	0	1	1
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	1
FINAL INSPECTIONS	{168} + [0] = 168	647	{15} + [171] = 186	796
FAILED INSPECTIONS	{21} + [0] = 21	62	{0} + [31] = 31	137

NOTE: { } indicates City inspection; [] indicates UES Professional Solutions inspection.

Annual Totals, Large Projects (Over \$10,000):

Projects Begun Current Fiscal Year-to-Date – 2024 to Present: \$19,156,323.00

Projects Begun Last Fiscal Year – 2023 to 2024: \$53,732,123.00

Projects Begun Two Fiscal Years Ago – 2022 to 2023: \$88,785,455.00

PUBLIC WORKS & SEWER DIVISIONS

MONTHLY REPORT - JANUARY 2025

FACILITIES MAINTENANCE DIVISION:

This division has four positions, two building maintenance employees and two custodial positions. Currently this division is down one custodial position.

Normal monthly duties:

This division is responsible for the upkeep and maintenance of city buildings. The facilities staff assesses problems reported with the buildings and repairs as needed within the staff's capabilities. The facilities staff has an HVAC certification therefore certain related repairs can be performed inhouse. Among other things, Staff pressure wash buildings, clean window exteriors, paint, lubricate the locks, deliver water jugs and perform any other general maintenance needed with the city buildings and city owned properties. Tasks outside the expertise of the staff are contracted to third party specialists. The custodial positions are responsible for assisting with setting up and cleaning rooms for all rentals at the Community Center, janitorial type duties like emptying trash, cleaning of bathrooms in all the buildings, vacuuming and mopping floors, dusting and taking care of whatever else is needed regarding the city buildings' cleaning needs.

Additionally, this month:

- Community Center: Assisted with cleaning, took down holiday decorations, corrected foggy ice coming from ice machine
- Public Safety: Continued AC problems - Trane to replace blower, replaced toilet flusher, replaced ceiling tiles and assisted with replacing window in fleet area, lubricated gates and garage doors,

replaced kitchen cabinet hinges, trouble shoot heat not heating rooms, trouble shoot generator alarm

- City Hall: Patched, sanded and painted in finance, moved HR furniture and patched holes in wall, fixed missing AC panel on roof, replaced leaking faucet on 3rd floor

PARKS / STREETS DIVISION:

This division typically has eleven maintenance positions, one electrician position and one position that routinely assists the electrician, this division is currently down one Maintenance Worker position.

Normal monthly duties:

This division performs maintenance, upkeep and general appearance of all the City parks, streets, sidewalks and medians daily, including, but not limited to, mowing, changing out lights, restocking supplies, replacing plants as needed, replacing or repairing street signs, checking and clearing storm drains, checking and repairing beach walkovers as well as any other related issue that may arise in the City. Per the City-County Park Maintenance Agreement, this division also is responsible for the cleaning and upkeep of the new county parks. Although there are two units (parks & streets) within the division, all personnel share in the normal monthly duties.

Additionally, this month:

- Took down holiday decorations around the city buildings and properties
- Started repairs on damaged fencing at Andrinopoulos Park
- Barricaded off part of St. Kitts Park sidewalk
- Assist with replacing broken window at the fleet building
- Hang air hose reels at the fleet building
- Installed a new water fountain at the pickleball courts
- Install flush valve at Fornari Park bathroom

- Touched up paint at Peck Park and Rendon Park
- Assisted with installing kitchen cabinet at PS
- Pressure washed bus benches and several park areas
- Installed several new stop signs
- Repaired a pot hole on Oceans West Boulevard
- Fixed the walkover railing at 1921 S. Atlantic Avenue

Electrician:

- Electrical Locates: 55
- Continued repairs on streetlights and replaced pole tags
- Fixed additional lighting at PS
- Replaced garage door opener button at station 3
- Worked on new project lists and pricing
- Recorded pole GPS coordinates along Atlantic Avenue
- Replaced the sequential relay at the master station
- Replaced a photocell at control panel #8

SEWER DIVISION:

This division currently has all four positions

Normal monthly duties:

This division maintains and inspects all the sewer stations daily, performs all the general maintenance of the sewer stations, generators and the station properties, including, but not limited to, mowing and general outside maintenance, cleaning pump areas, wet wells and floats. The division also maintains and inspects city manholes, delivers past due sewer bill notices for the Finance Department every month, performs cooling tower readings, and quarterly grease trap inspections.

Additionally, this month:

- Sewer locates – 61
- Sewer credit meter read – 0
- Started painting the stations

- Filled a sink hole at 3845 S. Atlantic Avenue caused from directional boring
- Assisted the City of Daytona Beach with a main water break at Minerva and S. Atlantic Avenue
- Install a check valve for pump 2 at station 9
- Fixed the garage door at station 3, was off track and switch needed replaced
- Check sewer back up at 3632 S. Atlantic Avenue
- Checked sewer availability at 3215 La Paloma Avenue and 121 Atares Avenue



**CITY COMMISSION AGENDA MEMORANDUM
MARCH 4, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Executive Financial Report-November, December, & January 2025

SYNOPSIS:

Fiscal year 2024-25 YTD revenues are higher than normal due to insurance payments for the dune walkovers damaged during Hurricane Ian in 2022. The city has received \$1,699,512.93 to-date from our insurance carrier for Hurricane Ian damages.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Fiscal year 24-25 budget is \$23,913,600 for the general fund, \$6,115,000 for the general fund capital projects fund, \$23,156,000 for the sewer fund and \$11,690,000 for the sewer fund capital projects fund. This year is the first year capital projects were broken out of each individual fund

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. MBR 24-25 Pd 02 November 2024
2. MBR 24-25 Pd 03 December 2024
3. MBR 24-25 Pd 04 January 2025

EXECUTIVE SUMMARY

Month Ending November, 2024

Month Ending November, 2024

November, 2024

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$4,287,041	\$2,468,013	\$1,819,028	42%
General Fund Sub-Total	\$4,287,041	\$2,468,013	\$1,819,028	42%
Sewer Fund Operations	\$604,937	\$446,511	\$158,427	26%
Sewer Fund Restricted Impact Fee	\$1,737	\$0	\$1,737	100%
Sewer Fund Sub-Total	\$606,675	\$446,511	\$160,164	26%
TOTAL ALL FUNDS FISCAL YTD	\$4,893,716	\$2,914,524	\$1,979,192	40%

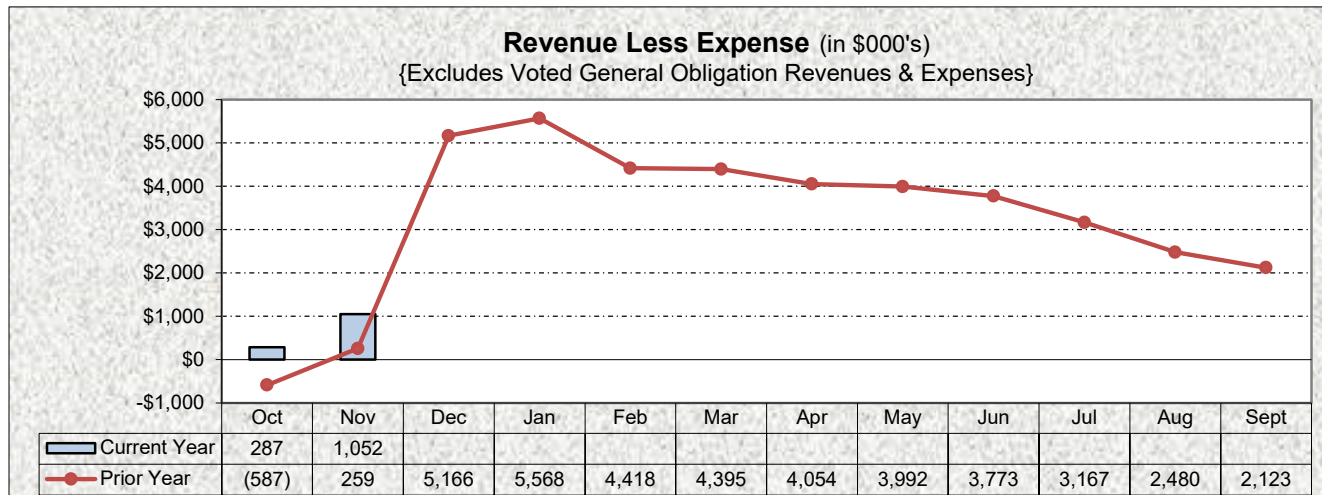
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$25,801,150	\$22,039,546	\$3,761,604	17%
Sewer Fund	\$12,509,124	\$11,494,621	\$1,014,503	9%
Sub-Total Operating Funds	\$38,310,275	\$33,534,167	\$4,776,108	14%
TOTAL ALL FUNDS	\$38,310,275	\$33,534,167	\$4,776,108	14%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	(\$23,744)	\$359,659	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	\$1,193,998	\$237,032	
PROJECTED FYE NORMALIZED CASH FLOW	\$1,170,254	\$596,691	\$1,766,945

All Funds Budget Performance Summary Report (in 000's)

Month Ending November, 2024

NON-G.O. FUNDS	November, 2024		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$23,914	\$4,287	\$490	\$3,797	774%
General Fund Capital	\$6,115	\$0	\$0	\$0	
Utility Fund	\$23,156	\$607	\$237	\$370	156%
Total Revenues & Appropriations	\$53,185	\$4,894	\$727	\$4,166	573%
Expenses ('000s)					
General Fund Less Capital	\$23,914	\$2,421	\$1,125	(\$1,296)	-115%
General Fund Capital	\$6,115	\$47	\$25	(\$22)	-88%
Utility Fund	\$23,156	\$447	\$164	(\$282)	-172%
Total Expenses & Appropriations	\$53,185	\$2,915	\$1,314	(\$1,600)	-122%
Revenue Less Expense ('000s)					
General Fund	\$0	\$1,819	(\$660)	\$2,479	\$4
Utility Fund	\$0	\$160	\$73	\$87	120%
Revenue Less Expense	\$0	\$1,979	(\$587)	\$2,566	437%



General Fund Detail Budget Report

Month Ending November, 2024

	November, 2024		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
Revenues/Sources					
Ad-Valorem Taxes	10,023,000	2,333,936	1,252,369	1,081,567	86.36%
Business Taxes	99,000	776	5,357	(4,581)	-85.52%
Utility Taxes	1,071,800	89,154	242,604	(153,449)	-63.25%
Permits & Franchise Fees	1,144,600	118,166	175,618	(57,452)	-32.71%
Intergovernmental	2,148,200	15,986	111,068	(95,082)	-85.61%
Donations	-	-	420	(420)	-100.00%
Charges for Services	1,967,000	479,250	300,112	179,138	59.69%
Fines & Forfeitures	105,000	7,404	5,739	1,665	29.02%
Non-G.O Interest	685,000	100,590	111,876	(11,286)	-10.09%
Unrealized Investment G/(L)	-	-	-	-	
Miscellaneous & Fixed Asset Sales	458,800	932,063	(4,121)	936,184	22715.52%
Internal Services	1,266,700	209,717	180,316	29,401	16.31%
Non G.O. Transfer In-Fund Balance	4,944,500	-	-	-	
Non-G.O. Gen. Fund Revenue	\$ 23,913,600	\$ 4,287,041	\$ 2,381,357	\$ 1,905,684	80.03%
Non-G.O. CAPITAL Revenue	6,115,000	-	-	0	
Total Non-G.O. Revenue	30,028,600	4,287,041	2,381,357	1,905,684	
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	234,600	25,414	24,410	1,004	4.11%
Executive	829,800	130,093	183,026	(52,933)	-28.92%
Finance	762,800	84,271	81,546	2,725	3.34%
Legal Counsel	189,700	10,877	9,500	1,377	14.49%
Comp. Planning	148,000	20,850	14,808	6,042	40.80%
Information Technology	664,600	164,852	106,608	58,244	54.63%
Other Gov't Services	59,000	-	1,967	(1,967)	-100.00%
Public Safety-Admin	1,700,200	252,732	270,700	(17,968)	-6.64%
Public Safety-Patrol/Rescue/CID	5,550,700	776,518	746,845	29,673	3.97%
Public Safety-Auto Maint.	211,300	22,996	28,053	(5,058)	-18.03%
Public Safety Operations	7,462,200	1,052,246	1,045,599	6,647	0.64%
Building Dept.	757,700	85,605	90,863	(5,258)	-5.79%
Emergency Mgmt - Hurricanes	-	-	-	-	
Phy. Envir. -- Solid Waste/Recycle	1,631,200	268,999	127,368	141,631	111.20%
Public Works-Admin	531,000	93,512	103,894	(10,381)	-9.99%
Public Works-Bldg. Maint.	647,400	58,993	45,613	13,379	29.33%
Public Works-Streets	916,000	94,664	85,853	8,811	10.26%
Public Works Operations	2,094,400	247,168	235,360	11,808	5.02%
Inventory	-	-	-	-	
Human Resources	67,100	-	-	-	
Parks & Rec	591,800	77,576	112,103	(34,527)	-30.80%
Community Center	832,600	95,641	95,974	(333)	-0.35%
Senior Center	-	-	-	-	
Economic Development Programs	100,000	1,648	-	1,648	
Contingency/Transfers	7,180,900	-	-	-	
Long-Term Debt	307,200	155,731	52,276	103,455	197.90%
Non-G.O. Operations Expense	23,913,600	2,420,969	2,181,408	239,561	10.98%
Non-G.O. CAPITAL Expense	6,115,000	47,044	65,193	(18,149)	-27.84%
Total Non-G.O. Expense	30,028,600	2,468,013	2,246,601	2,333,258	103.86%
Non-G.O. Revenue Less Expense	\$ -	\$ 1,819,028	\$ 134,755	\$ 1,819,028	1349.87%

Utility Fund Detail Budget Report

Month Ending November, 2024

	November, 2024		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Fund 401					
Operations Revenues					
Charges for Services	\$ 4,739,200	\$580,070	\$510,815	\$69,255	14%
Interest	215,000	24,868	3,413	21,455	629%
Grants	10,543,000	0		0	
Approp. Ret. Earnings & Debt Proc.	7,642,700	0		0	
		0	0	0	
Total Operating Revenues	\$ 23,139,900	\$604,937	\$514,228	\$90,709	642%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 23,139,900	\$446,511	\$396,581	(\$49,930)	-13%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]	0	0	0		
Total Operating Expense	\$ 23,139,900	\$446,511	\$396,581	(\$49,930)	-13%
Operations Margin	\$ -	\$158,427	\$117,647		
% Gain/(Loss)		35%	30%		

Fund 402

Impact Fee Revenues					
Sewer Impact Fees	\$ 16,000	\$ 1,717	\$6,550	(\$4,833)	-74%
Impact Fee Interest	100	20	20	0	2%
I.F. Approp. Retained Earnings					
Total Impact Fee Revenue	\$ 16,100	\$ 1,737	\$ 6,570	\$ (4,833)	-74%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100	\$ -	\$0	\$ -	
Total Impact Fee Expense	\$ 16,100	\$ -	\$0	\$ -	
Impact Fee Margin	\$ -	\$ 1,737	\$ 6,570	\$ (4,833)	-74%
% Gain/(Loss)		100%	100%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 23,156,000	\$606,675	\$520,798	\$85,877	
TOTAL FUND Expense	\$ 23,156,000	\$446,511	\$396,581	(\$49,930)	
FUND Revenue Less Expense		\$160,164	\$124,217	\$35,947	

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT

Month Ending November, 2024

Department	Description	Budgeted*	Paid
30100 GF Improvements	Improvements	355,000	-
30200 GF Vehicles/Equipment	Equipment/Vehicles	170,000	-
30500 PS Vehicles/Equipment	Equipment/Vehicles	1,557,800	39,560
30800 GF Transportation	Improvements	299,400	-
31700 GF Facility Renew/Replace Building, Land, Improvements		2,754,000	7,485
32200 GF Leisure Capital	Improvements, Machinery	978,800	-
GENERAL FUND TOTAL		6,115,000	47,044
40800 SWR Equipment	Equipment	166,000	
40900 SWR Improvements	Improvements	11,524,000	70,300
	Capital Offset to Depreciation Exp	(11,690,000)	(70,300)
GRAND TOTAL		6,115,000	47,044

INVESTMENT REPORT
Month Ending November, 2024

Policy Restrictions

<u>Investment</u>	<u>November, 2024</u>	<u>Must</u>	<u>Int.Cap</u>	<u>Class Cap</u>	<u>Current</u>	<u>In Limits</u>
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	96.3%	Yes
Cash & CDs	CASH			None	3.7%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None		

Performance @Period Ending:

<u>Institution</u>	<u>Account</u>	<u>Maturity</u>	<u>Asset</u>	<u>Invest Class</u>	<u>Restriction</u>	<u>Account Value</u>	<u>Period Int. Rate</u>	<u>% of Portfolio</u>
SBA: Prime	131031		Investment	SBA	General Fund	\$ 608	5.33%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 608	5.33%	0%
TOTAL SBA						\$ 1,216		0.0%
U.S. Treasury Bill	912797NA1	10/30/25	Investment	USGS	General Fund	\$ 2,755,204	3.05%	10%
U.S. Treasury Bill	912796ZV4	12/26/24	Investment	USGS	General Fund	\$ 2,095,631	1.45%	7%
U.S. Treasury Bill	912797NN3	11/29/24	Investment	USGS	General Fund	\$ 2,874,561	1.89%	10%
U.S. Treasury Bill	912797LN5	06/12/25	Investment	USGS	General Fund	\$ 3,865,555	3.22%	14%
U.S. Treasury Bill	912797NA1	10/30/25	Investment	USGS	General Fund	\$ 3,863,442	3.11%	14%
U.S. Treasury Bill	912797NN3	05/29/25	Investment	USGS	General Fund	\$ 2,823,666	1.89%	10%
U.S. Treasury Bill	912797LP0	12/12/24	Investment	USGS	Sewer Fund	\$ 1,617,956	1.35%	6%
U.S. Treasury Bill	912797ND5	12/12/24	Investment	USGS	Sewer Fund	\$ 5,517,682	1.80%	20%
U.S. Treasury Bill	912797LN5	05/01/25	Investment	USGS	Sewer Fund	\$ 1,656,666	3.22%	6%
TOTAL US TREASURIES						\$ 27,070,364		96.3%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,825	1.14%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 858,443	0.00%	3%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 107,816	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,676	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,905	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	\$ -	0.00%	0%
TOTAL BANKS						\$ 1,036,665		3.7%

TOTAL CURRENT VALUE @ PERIOD END	\$28,108,245
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	1.8700%

<u>CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)</u>	<u>Current Value</u>	<u>Vs. Last Month</u>	<u>Vs. Prior Year To Date</u>	<u>Vs. Prior Fiscal Year End</u>
General Fund (excl. G.O. Funds)	\$ 25,801,150	\$ 24,129,394	\$ 24,129,394	\$ 24,129,394
Sewer Fund	\$ 12,509,124	\$ 12,410,903	\$ 12,401,975	\$ 12,401,975
TOTAL	\$ 38,310,275	\$ 36,540,297	\$ 36,531,369	\$ 36,531,369
Percent Change for Current	N/A	4.8%	4.9%	4.9%

Month Ending November, 2024

November, 2024

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	912797HP5	5.60%	\$ 608		\$34
BoA	Cash-Pool Cash Account (5882)	912796ZV4	0.00%	\$ 8,377,291		\$392
	<i>Includes Contraband Pool Cash</i>			\$ 71,615		\$0
	<i>Includes Economic Development Cash</i>	912797LD7		\$ 554,213		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>	912797HP5		\$ (1,665,617)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,905	0.15%	\$ 36,905	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$858,443	0.00%	\$ 858,443	-	
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (192,355)		\$0
	CD (5936)	\$107,816	1.85%	\$ 107,816	\$0	\$1,995
JP Morgan	US Treasury Securities	\$18,122,613	2.55%	\$ 18,278,059	\$155,447	\$462,351
ALL GENERAL FUND			2.34%	\$ 25,801,150	\$155,447	\$464,827
PRIOR MONTH				\$ 24,129,394		

SEWER OPERATING						
SBA	Investment (032)	\$608	5.60%	\$ 608	\$0	\$34
BoA	Sewer Operating Fund (4319)	\$1,824,739	1.14%	\$ 1,824,739		\$20,802
Seacoast	Cash (4966)	\$22,676	0.15%	\$ 22,676	\$0	\$34
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,786,001		\$0
JP Morgan	US Treasury Securities	\$8,691,099	1.98%	\$ 8,792,305	\$101,206	\$172,418
ALL SEWER OPERATING FUND			2.79%	\$ 12,426,329	\$101,206	\$193,288
PRIOR MONTH				\$ 12,329,651		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		1.14%	\$ 10,825		\$123
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 71,970		\$0
ALL SEWER IMPACT			0.15%	\$ 82,795	\$0	\$123
PRIOR MONTH				\$ 81,252		

ALL FUNDS			1.72%	\$ 38,310,275	\$256,652	\$658,238
PRIOR MONTH				\$ 36,540,297		
MONTHLY CHANGE				\$ 1,769,978		
MONTHLY CHANGE %				4.8%		

Month Ending November, 2024

November, 2024

GENERAL FUND												
Agent	Security Type (Last Digits Account ID)	Cusip	Purchase Date	Maturity Date	Par Value/Face Value	Coupon Rate	Cost Basis	Yield to Maturity	Market Value	Market G/L	Accrued Interest	Income to Maturity
J.P.Morgan	US Treasury Bill (12-month)	912797NA1	11/29/24	10/30/25	\$ 2,864,000		\$ 2,753,758	3.05%	\$ 2,755,204	\$ 1,446		\$ 110,242
J.P.Morgan	US Treasury Bill (6-month)	912796ZV4	06/27/24	12/26/24	\$ 2,102,000		\$ 2,048,122	1.45%	\$ 2,095,631	\$ 47,509		\$ 53,878
J.P.Morgan	US Treasury Bill (12-month)	912797LN5	06/20/24	06/12/25	\$ 3,954,300		\$ 3,766,585	3.22%	\$ 3,865,555	\$ 98,970		\$ 187,715
J.P.Morgan	US Treasury Bill (12-month)	912797NA1	11/14/24	10/30/25	\$ 4,016,000		\$ 3,857,284	3.11%	\$ 3,863,442	\$ 6,158		\$ 158,716
J.P.Morgan	US Treasury Bill (6-month)	912797NN3	11/29/24	05/29/25	\$ 2,937,000		\$ 2,873,873	1.89%	\$ 2,874,561	\$ 688		\$ 63,127
J.P.Morgan	US Treasury Bill (6-month)	912797NN3	11/29/24	05/29/25	\$ 2,885,000		\$ 2,822,991	1.89%	\$ 2,823,666	\$ 676		\$ 62,009
ALL GENERAL FUND					\$ 18,758,300		\$ 18,122,613		\$ 18,278,059	\$ 155,447	\$ -	\$ 635,687
									PRIOR MONTH	\$ 18,214,525	2.55%	

SEWER FUND												
J.P.Morgan	US Treasury Bill (6-month)	912797LP0	06/13/24	12/12/24	\$ 1,620,000		\$ 1,578,579	1.35%	\$ 1,617,956	\$ 39,377		\$ 41,421
J.P.Morgan	US Treasury Bill (6-month)	912797ND5	10/31/24	05/01/25	\$ 5,619,000		\$ 5,498,270	1.80%	\$ 5,517,682	\$ 19,413		\$ 120,730
J.P.Morgan	US Treasury Bill (12-month)	912797LN5	06/20/24	06/12/25	\$ 1,694,700		\$ 1,614,251	3.22%	\$ 1,656,666	\$ 42,416		\$ 80,449
ALL SEWER OPERATING FUND					\$ 8,933,700		\$ 8,691,099		\$ 8,792,305	\$ 101,206		\$ 242,601
									PRIOR MONTH	\$ 8,759,618	1.98%	

ALL FUNDS					\$ 27,692,000		\$ 26,813,712		\$ 27,070,364	\$ 256,652			2.37%
									PRIOR MONTH	\$ 26,974,143			
									MONTHLY CHANGE	\$ 96,222			
									MONTHLY CHANGE %	0.4%			

EXECUTIVE SUMMARY

Month Ending December, 2024
Month Ending December, 2024

November, 2024

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$9,255,224	\$3,706,707	\$5,548,516	60%
General Fund Sub-Total	\$9,255,224	\$3,706,707	\$5,548,516	60%
Sewer Fund Operations	\$413,208	\$322,228	\$90,980	22%
Sewer Fund Restricted Impact Fee	\$1,727	\$0	\$1,727	100%
Sewer Fund Sub-Total	\$414,936	\$322,228	\$92,707	22%
TOTAL ALL FUNDS FISCAL YTD	\$9,670,159	\$4,028,936	\$5,641,224	58%

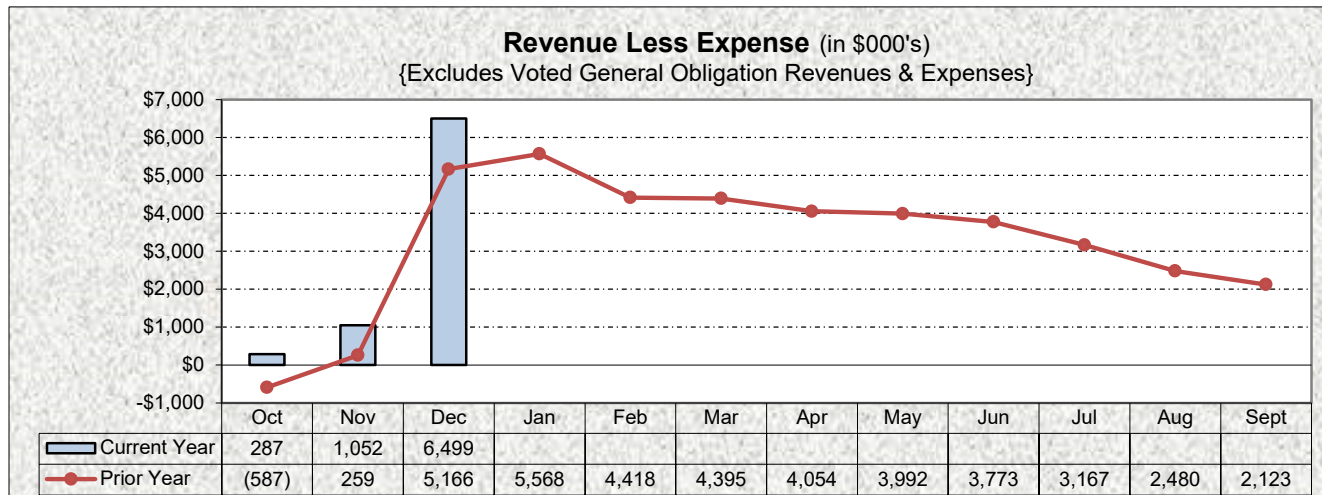
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$29,317,223	\$22,039,546	\$7,277,677	33%
Sewer Fund	\$12,609,391	\$11,494,621	\$1,114,770	10%
Sub-Total Operating Funds	\$41,926,615	\$33,534,167	\$8,392,448	25%
TOTAL ALL FUNDS	\$41,926,615	\$33,534,167	\$8,392,448	25%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	(\$23,744)	\$359,659	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	\$1,193,998	\$237,032	
PROJECTED FYE NORMALIZED CASH FLOW	\$1,170,254	\$596,691	\$1,766,946

All Funds Budget Performance Summary Report (in 000's)

Month Ending December, 2024

NON-G.O. FUNDS	December, 2024		VERSUS PRIOR YEAR TO DATE		
	November, 2024 Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$23,914	\$9,255	\$490	\$8,765	1787%
General Fund Capital	\$6,115	\$0	\$0	\$0	
Utility Fund	\$23,156	\$415	\$237	\$178	75%
Total Revenues & Appropriations	\$53,185	\$9,670	\$727	\$8,943	1229%
Expenses ('000s)					
General Fund Less Capital	\$23,914	\$2,849	\$1,125	(\$1,724)	-153%
General Fund Capital	\$6,115	\$858	\$25	(\$833)	-3330%
Utility Fund	\$23,156	\$322	\$164	(\$158)	-96%
Total Expenses & Appropriations	\$53,185	\$4,029	\$1,314	(\$2,715)	-207%
Revenue Less Expense ('000s)					
General Fund	\$0	\$5,549	(\$660)	\$6,208	\$9
Utility Fund	\$0	\$93	\$73	\$20	27%
Revenue Less Expense	\$0	\$5,641	(\$587)	\$6,228	1061%



General Fund Detail Budget Report

Month Ending December, 2024

	December, 2024		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
Revenues/Sources					
Ad-Valorem Taxes	10,023,000	6,818,570	6,771,748	46,821	0.69%
Business Taxes	99,000	776	7,235	(6,460)	-89.28%
Utility Taxes	1,071,800	186,661	347,597	(160,936)	-46.30%
Permits & Franchise Fees	1,144,600	154,312	342,538	(188,226)	-54.95%
Intergovernmental	2,148,200	61,221	186,524	(125,303)	-67.18%
Donations	-	-	420	(420)	-100.00%
Charges for Services	1,967,000	640,249	452,833	187,416	41.39%
Fines & Forfeitures	105,000	14,562	16,222	(1,660)	-10.23%
Non-G.O. Interest	685,000	133,509	120,942	12,567	10.39%
Unrealized Investment G/(L)	-	-	-	-	
Miscellaneous & Fixed Asset Sales	458,800	930,790	15,306	915,483	5981.02%
Internal Services	1,266,700	314,575	270,474	44,101	16.31%
Non G.O. Transfer In-Fund Balance	4,944,500	-	-	-	
Non-G.O. Gen. Fund Revenue	\$ 23,913,600	\$ 9,255,224	\$ 8,531,841	\$ 723,383	8.48%
Non-G.O. CAPITAL Revenue	6,115,000	-	-	0	
Total Non-G.O. Revenue	30,028,600	9,255,224	8,531,841	723,383	
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	234,600	38,609	54,873	(16,264)	-29.64%
Executive	829,800	188,901	242,620	(53,719)	-22.14%
Finance	762,800	135,787	124,523	11,264	9.05%
Legal Counsel	189,700	21,732	19,335	2,397	12.40%
Comp. Planning	148,000	30,534	22,966	7,568	32.95%
Information Technology	664,600	221,806	137,036	84,770	61.86%
Other Gov't Services	59,000	595	1,967	(1,372)	-69.76%
Public Safety-Admin	1,700,200	356,622	397,450	(40,828)	-10.27%
Public Safety-Patrol/Rescue/CID	5,550,700	367,310	1,124,103	(756,793)	-67.32%
Public Safety-Auto Maint.	211,300	31,446	43,062	(11,616)	-26.97%
Public Safety Operations	7,462,200	755,378	1,564,614	(809,237)	-51.72%
Building Dept.	757,700	124,400	150,139	(25,739)	-17.14%
Emergency Mgmt - Hurricanes	-	-	-	-	
Phy. Envir. -- Solid Waste/Recycle	1,631,200	494,891	256,007	238,883	93.31%
Public Works-Admin	531,000	128,401	151,431	(23,030)	-15.21%
Public Works-Bldg. Maint.	647,400	91,477	63,969	27,508	43.00%
Public Works-Streets	916,000	158,359	167,286	(8,927)	-5.34%
Public Works Operations	2,094,400	378,237	382,686	(4,449)	-1.16%
Inventory	-	-	-	-	
Human Resources	67,100	-	-	-	
Parks & Rec	591,800	156,840	169,419	(12,580)	-7.43%
Community Center	832,600	144,036	153,811	(9,776)	-6.36%
Senior Center	-	-	-	-	
Economic Development Programs	100,000	1,648	-	1,648	
Contingency/Transfers	7,180,900	-	0	-	
Long-Term Debt	307,200	155,731	154,645	1,086	0.70%
Non-G.O. Operations Expense	23,913,600	2,849,124	3,434,644	(585,520)	-17.05%
Non-G.O. CAPITAL Expense	6,115,000	857,583	65,193	792,390	1215.45%
Total Non-G.O. Expense	30,028,600	3,706,707	3,499,837	(1,325,296)	-37.87%
Non-G.O. Revenue Less Expense	\$ -	\$ 5,548,516	\$ 5,032,004	\$ 5,548,516	110.26%

Utility Fund Detail Budget Report

Month Ending December, 2024

	November, 2024		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Fund 401					
Operations Revenues					
Charges for Services	\$ 4,739,200	\$273,843	\$821,443	(\$547,600)	-67%
Interest	215,000	139,366	21,691	117,675	543%
Grants	10,543,000	0		0	
Approp. Ret. Earnings & Debt Proc.	7,642,700	0		0	
		0	0	0	
Total Operating Revenues	\$ 23,139,900	\$413,208	\$843,134	(\$429,926)	476%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 23,139,900	\$322,228	\$703,152	\$380,924	54%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]	0	0	14,229		0%
Total Operating Expense	\$ 23,139,900	\$322,228	\$717,381	\$380,924	53%
Operations Margin	\$ -	\$90,980	\$125,753		
% Gain/(Loss)		28%	18%		

Fund 402

Impact Fee Revenues					
Sewer Impact Fees	\$ 16,000	\$ 1,717	\$8,150	(\$6,433)	-79%
Impact Fee Interest	100	10	10	0	3%
I.F. Approp. Retained Earnings					
Total Impact Fee Revenue	\$ 16,100	\$ 1,727	\$ 8,160	\$ (6,433)	-79%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100	\$ -	\$0	\$ -	
Total Impact Fee Expense	\$ 16,100	\$ -	\$0	\$ -	
Impact Fee Margin	\$ -	\$ 1,727	\$ 8,160	\$ (6,433)	-79%
% Gain/(Loss)		100%	100%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 23,156,000	\$414,936	\$851,314	(\$436,378)	
TOTAL FUND Expense	\$ 23,156,000	\$322,228	\$717,381	\$395,153	
FUND Revenue Less Expense		\$92,707	\$133,933	(\$41,226)	

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT

Month Ending December, 2024

Department	Description	Budgeted*	Paid
30100 GF Improvements	November, 2024	355,000	-
30200 GF Vehicles/Equipment	Equipment/Vehicles	170,000	-
30500 PS Vehicles/Equipment	Equipment/Vehicles	1,557,800	814,131
30800 GF Transportation	Improvements	299,400	-
31700 GF Facility Renew/Replace	Building, Land, Improvements	2,754,000	43,452
32200 GF Leisure Capital	Improvements, Machinery	978,800	-
GENERAL FUND TOTAL		6,115,000	857,583
40800 SWR Equipment	Equipment	166,000	
40900 SWR Improvements	Improvements	11,524,000	70,300
	Capital Offset to Depreciation Exp	(11,690,000)	(70,300)
GRAND TOTAL		6,115,000	857,583

INVESTMENT REPORT
Month Ending December, 2024

Policy Restrictions

<u>Investment</u>	<u>November, 2024</u>	<u>Must</u>	<u>Int.Cap</u>	<u>Class Cap</u>	<u>Current</u>	<u>In Limits</u>
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	96.3%	Yes
Cash & CDs	CASH			None	3.7%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None		

Performance @Period Ending:

<u>Institution</u>	<u>Account</u>	<u>Maturity</u>	<u>Asset</u>	<u>Invest Class</u>	<u>Restriction</u>	<u>Account Value</u>	<u>Period Int. Rate</u>	<u>% of Portfolio</u>
SBA: Prime	131031		Investment	SBA	General Fund	\$ 610	5.33%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 610	5.33%	0%
TOTAL SBA						\$ 1,221		0.0%
U.S. Treasury Bill	912797NA1	10/30/25	Investment	USGS	General Fund	\$ 2,768,218	2.92%	10%
U.S. Treasury Bill	912797NL7	11/28/25	Investment	USGS	General Fund	\$ 2,103,636	2.91%	7%
U.S. Treasury Bill	912797NN3	11/29/24	Investment	USGS	General Fund	\$ 2,887,278	1.72%	10%
U.S. Treasury Bill	912797LN5	06/12/25	Investment	USGS	General Fund	\$ 3,881,113	3.07%	14%
U.S. Treasury Bill	912797NA1	10/30/25	Investment	USGS	General Fund	\$ 3,881,690	2.97%	14%
U.S. Treasury Bill	912797NN3	05/29/25	Investment	USGS	General Fund	\$ 2,836,158	1.72%	10%
U.S. Treasury Bill	912797NL7	11/28/25	Investment	USGS	Sewer Fund	\$ 1,623,741	2.97%	6%
U.S. Treasury Bill	912797ND5	11/28/25	Investment	USGS	Sewer Fund	\$ 5,541,767	1.63%	20%
U.S. Treasury Bill	912797LN5	05/01/25	Investment	USGS	Sewer Fund	\$ 1,663,334	3.07%	6%
TOTAL US TREASURIES						\$ 27,186,935		96.3%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,836	1.14%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 861,464	0.00%	3%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 107,816	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,679	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,910	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	\$ -	0.00%	0%
TOTAL BANKS						\$ 1,039,704		3.7%

TOTAL CURRENT VALUE @ PERIOD END	\$28,227,859
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	1.8700%

<u>CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)</u>	<u>Current Value</u>	<u>Vs. Last Month</u>	<u>Vs. Prior Year To Date</u>	<u>Vs. Prior Fiscal Year End</u>
General Fund (excl. G.O. Funds)	\$ 29,317,223	\$ 24,129,394	\$ 24,129,394	\$ 24,129,394
Sewer Fund	\$ 12,609,391	\$ 12,410,903	\$ 12,401,975	\$ 12,401,975
TOTAL	\$ 41,926,615	\$ 36,540,297	\$ 36,531,369	\$ 36,531,369
Percent Change for Current	N/A	14.7%	14.8%	14.8%

Month Ending December, 2024
December, 2024

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	912797HP5	5.60%	\$ 610		\$34
BoA	Cash-Pool Cash Account (5882)	912796ZV4	0.00%	\$ 11,872,270		\$556
	<i>Includes Contraband Pool Cash</i>			\$ 71,615		\$0
	<i>Includes Economic Development Cash</i>	912797LD7		\$ 554,213		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>	912797HP5		\$ (1,727,341)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,910	0.15%	\$ 36,910	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$861,464	0.00%	\$ 861,464	-	
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (192,598)		\$0
	CD (5936)	\$107,816	1.85%	\$ 107,816	\$0	\$1,995
JP Morgan	US Treasury Securities	\$18,175,535	2.58%	\$ 18,358,093	\$182,558	\$469,613
ALL GENERAL FUND			2.19%	\$ 29,317,223	\$182,558	\$472,253
PRIOR MONTH				\$ 24,129,394		

SEWER OPERATING						
SBA	Investment (032)	\$610	5.60%	\$ 610	\$0	\$34
BoA	Sewer Operating Fund (4319)	\$1,826,485	1.14%	\$ 1,826,485		\$20,822
Seacoast	Cash (4966)	\$22,679	0.15%	\$ 22,679	\$0	\$34
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,847,969		\$0
JP Morgan	US Treasury Securities	\$8,732,280	2.14%	\$ 8,828,842	\$96,562	\$187,211
ALL SEWER OPERATING FUND			2.88%	\$ 12,526,586	\$96,562	\$208,101
PRIOR MONTH				\$ 12,329,651		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		1.14%	\$ 10,836		\$124
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 71,970		\$0
ALL SEWER IMPACT			0.15%	\$ 82,806	\$0	\$124
PRIOR MONTH				\$ 81,252		

ALL FUNDS			1.62%	\$ 41,926,615	\$279,120	\$680,477
PRIOR MONTH				\$ 36,540,297		
MONTHLY CHANGE				\$ 5,386,318		
MONTHLY CHANGE %				14.7%		

Month Ending December, 2024

December, 2024

GENERAL FUND												
Agent	Security Type (Last Digits Account ID)	Cusip	Purchase Date	Maturity Date	Par Value/Face Value	Coupon Rate	Cost Basis	Yield to Maturity	Market Value	Market G/L	Accrued Interest	Income to Maturity
J.P.Morgan	US Treasury Bill (12-month)	912797NA1	11/29/24	10/30/25	\$ 2,864,000		\$ 2,753,758	2.92%	\$ 2,768,218	\$ 14,460		\$ 110,242
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/23/24	11/28/25	\$ 2,183,000		\$ 2,101,044	2.91%	\$ 2,103,636	\$ 2,591		\$ 81,956
J.P.Morgan	US Treasury Bill (12-month)	912797LN5	06/20/24	06/12/25	\$ 3,954,300		\$ 3,766,585	3.07%	\$ 3,881,113	\$ 114,528		\$ 187,715
J.P.Morgan	US Treasury Bill (12-month)	912797NA1	11/14/24	10/30/25	\$ 4,016,000		\$ 3,857,284	2.97%	\$ 3,881,690	\$ 24,406		\$ 158,716
J.P.Morgan	US Treasury Bill (6-month)	912797NN3	11/29/24	05/29/25	\$ 2,937,000		\$ 2,873,873	1.72%	\$ 2,887,278	\$ 13,405		\$ 63,127
J.P.Morgan	US Treasury Bill (6-month)	912797NN3	11/29/24	05/29/25	\$ 2,885,000		\$ 2,822,991	1.72%	\$ 2,836,158	\$ 13,168		\$ 62,009
ALL GENERAL FUND					\$ 18,839,300		\$ 18,175,535		\$ 18,358,093	\$ 182,558	\$ -	\$ 663,765
									PRIOR MONTH	\$ 18,278,059	2.58%	

SEWER FUND												
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/10/24	11/28/25	\$ 1,685,000		\$ 1,619,760	2.97%	\$ 1,623,741	\$ 3,981		\$ 65,240
J.P.Morgan	US Treasury Bill (6-month)	912797ND5	10/31/24	05/01/25	\$ 5,619,000		\$ 5,498,270	1.63%	\$ 5,541,767	\$ 43,498		\$ 120,730
J.P.Morgan	US Treasury Bill (12-month)	912797LN5	06/20/24	06/12/25	\$ 1,694,700		\$ 1,614,251	3.07%	\$ 1,663,334	\$ 49,083		\$ 80,449
ALL SEWER OPERATING FUND					\$ 8,998,700		\$ 8,732,280		\$ 8,828,842	\$ 96,562		\$ 266,420
									PRIOR MONTH	\$ 8,792,305	2.14%	

ALL FUNDS					\$ 27,838,000		\$ 26,907,815		\$ 27,186,935	\$ 279,120			2.44%
									PRIOR MONTH	\$ 27,070,364			
									MONTHLY CHANGE	\$ 116,570			
									MONTHLY CHANGE %	0.4%			

EXECUTIVE SUMMARY

Month Ending January, 2025
Month Ending January, 2025

November, 2024

CURRENT YEAR OPERATIONAL PERFORMANCE				
Fund or Fund Segment	YTD Revenue	YTD Expense	Revenue Less Expense	Margin %
General Fund Operations	\$11,936,880	\$8,137,647	\$3,799,233	32%
General Fund Sub-Total	\$11,936,880	\$8,137,647	\$3,799,233	32%
Sewer Fund Operations	\$1,414,864	\$1,118,118	\$296,746	21%
Sewer Fund Restricted Impact Fee	\$1,758	\$998	\$760	43%
Sewer Fund Sub-Total	\$1,416,622	\$1,119,116	\$297,506	21%
TOTAL ALL FUNDS FISCAL YTD	\$13,353,502	\$9,256,764	\$4,096,738	31%

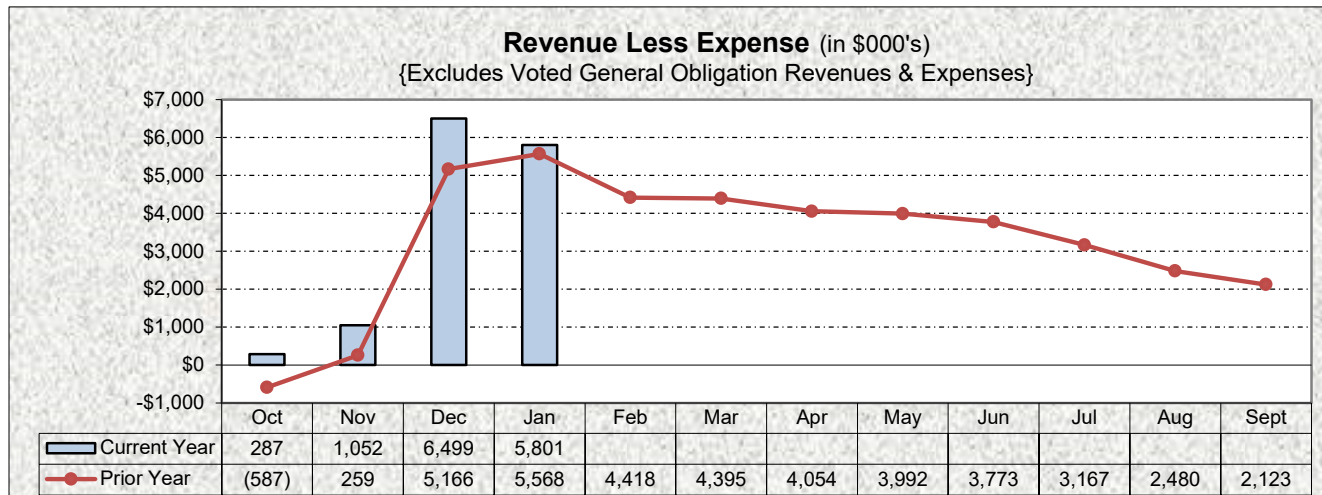
CASH / INVESTMENT POSITIONS PERFORMANCE				
	Current Month Current Year	Current Month Prior Year	12-Month Change	Percent Change
General Fund (excl. G.O. Funds)	\$28,857,195	\$22,039,546	\$6,817,649	31%
Sewer Fund	\$12,686,068	\$11,494,621	\$1,191,447	10%
Sub-Total Operating Funds	\$41,543,263	\$33,534,167	\$8,009,096	24%
TOTAL ALL FUNDS	\$41,543,263	\$33,534,167	\$8,009,096	24%

PROJECTED FISCAL YEAR END (FYE) CASH FLOW FROM NORMAL OPERATIONS**			
	General Fund	Sewer Fund	Total
Current Cash vs. Prior Year Ending Cash	(\$23,744)	\$359,659	
Add Back for Current Year CS Construction Expense	N/A	N/A	
Historical Mean Projected Remaining Cash Flow	\$1,902,251	\$614,283	
PROJECTED FYE NORMALIZED CASH FLOW	\$1,878,507	\$973,942	\$2,852,449

All Funds Budget Performance Summary Report (in 000's)

Month Ending January, 2025

NON-G.O. FUNDS	January, 2025		VERSUS PRIOR YEAR TO DATE		
	November, 2024 Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Revenues ('000s)					
General Fund	\$23,914	\$11,937	\$490	\$11,447	2334%
General Fund Capital	\$6,115	\$0	\$0	\$0	
Utility Fund	\$23,156	\$1,417	\$237	\$1,180	498%
Total Revenues & Appropriations	\$53,185	\$13,354	\$727	\$12,626	1736%
Expenses ('000s)					
General Fund Less Capital	\$23,914	\$6,433	\$1,125	(\$5,308)	-472%
General Fund Capital	\$6,115	\$1,705	\$25	(\$1,680)	-6718%
Utility Fund	\$23,156	\$1,119	\$164	(\$955)	-581%
Total Expenses & Appropriations	\$53,185	\$9,257	\$1,314	(\$7,942)	-604%
Revenue Less Expense ('000s)					
General Fund	\$0	\$3,799	(\$660)	\$4,459	\$7
Utility Fund	\$0	\$298	\$73	\$225	309%
Revenue Less Expense	\$0	\$4,097	(\$587)	\$4,684	798%



General Fund Detail Budget Report

Month Ending January, 2025

	January, 2025		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	
Revenues/Sources					
Ad-Valorem Taxes	10,023,000	8,398,369	7,677,819	720,550	9.38%
Business Taxes	99,000	1,447	8,008	(6,561)	-81.93%
Utility Taxes	1,071,800	368,409	439,304	(70,895)	-16.14%
Permits & Franchise Fees	1,144,600	377,620	379,356	(1,736)	-0.46%
Intergovernmental	2,148,200	120,103	236,589	(116,486)	-49.24%
Donations	-	1,000	420	580	137.98%
Charges for Services	1,967,000	1,078,851	747,712	331,139	44.29%
Fines & Forfeitures	105,000	22,180	20,122	2,058	10.23%
Non-G.O Interest	685,000	190,670	159,109	31,561	19.84%
Unrealized Investment G/(L)	-	-	-	-	
Miscellaneous & Fixed Asset Sales	458,800	958,797	16,070	942,727	5866.34%
Internal Services	1,266,700	419,433	360,632	58,801	16.31%
Non G.O. Transfer In-Fund Balance	4,944,500	-	-	-	
Non-G.O. Gen. Fund Revenue	\$ 23,913,600	\$ 11,936,880	\$ 10,045,141	\$ 1,891,739	18.83%
Non-G.O. CAPITAL Revenue	6,115,000	-	-	0	
Total Non-G.O. Revenue	30,028,600	11,936,880	10,045,141	1,891,739	
Operating Expenditures					
Excluding CAPITAL Expense					
Legislative	234,600	57,592	62,788	(5,196)	-8.28%
Executive	829,800	287,863	290,692	(2,828)	-0.97%
Finance	762,800	245,156	164,536	80,619	49.00%
Legal Counsel	189,700	44,273	29,532	14,741	49.91%
Comp. Planning	148,000	48,332	25,987	22,345	85.98%
Information Technology	664,600	313,613	160,441	153,172	95.47%
Other Gov't Services	59,000	595	2,435	(1,840)	-75.56%
Public Safety-Admin	1,700,200	593,953	497,321	96,632	19.43%
Public Safety-Patrol/Rescue/CID	5,550,700	2,024,322	1,486,998	537,325	36.13%
Public Safety-Auto Maint.	211,300	59,333	53,948	5,385	9.98%
Public Safety Operations	7,462,200	2,677,609	2,038,267	639,342	31.37%
Building Dept.	757,700	197,326	203,143	(5,817)	-2.86%
Emergency Mgmt - Hurricanes	-	-	-	-	
Phy. Envir. -- Solid Waste/Recycle	1,631,200	635,537	385,535	250,002	64.85%
Public Works-Admin	531,000	210,610	183,926	26,684	14.51%
Public Works-Bldg. Maint.	647,400	167,738	81,411	86,327	106.04%
Public Works-Streets	916,000	285,290	232,397	52,893	22.76%
Public Works Operations	2,094,400	663,639	497,734	165,904	33.33%
Inventory	-	-	-	-	
Human Resources	67,100	26	-	26	
Parks & Rec	591,800	802,251	201,895	600,357	297.36%
Community Center	832,600	218,992	196,907	22,085	11.22%
Senior Center	-	-	-	-	
Economic Development Programs	100,000	3,024	-	3,024	
Contingency/Transfers	7,180,900	-	0	-	
Long-Term Debt	307,200	237,273	236,187	1,086	0.46%
Non-G.O. Operations Expense	23,913,600	6,433,099	4,496,078	1,937,021	43.08%
Non-G.O. CAPITAL Expense	6,115,000	1,704,548	153,555	1,550,993	1010.06%
Total Non-G.O. Expense	30,028,600	8,137,647	4,649,633	2,742,139	58.98%
Non-G.O. Revenue Less Expense	\$ -	\$ 3,799,233	\$ 5,395,508	\$ 3,799,233	70.41%

Utility Fund Detail Budget Report

Month Ending January, 2025

Fund 401	November, 2024		VERSUS PRIOR YEAR TO DATE		
	Current Budget	Current YTD Actual	Prior YTD Actual	Vs. Prior Yr. Favorable / (Unfavorable)	% vs. Prior Year
Operations Revenues					
Charges for Services	\$ 4,739,200	\$1,372,003	\$1,068,587	\$303,416	28%
Interest	215,000	42,861	23,425	19,436	83%
Grants	10,543,000	0		0	
Approp. Ret. Earnings & Debt Proc.	7,642,700	0		0	
		0	0	0	
Total Operating Revenues	\$ 23,139,900	\$1,414,864	\$1,092,012	\$322,852	111%
Operations Expenditures					
Sewer Operating Incl. Depreciation	\$ 23,139,900	\$1,118,118	\$890,073	(\$228,045)	-26%
- Less Debt Service Principal [a]	0	0	0		
- Less Not Offset Capital Expense [b]	0	0	0		
Total Operating Expense	\$ 23,139,900	\$1,118,118	\$890,073	(\$228,045)	-26%
Operations Margin	\$ -	\$296,746	\$201,939		
% Gain/(Loss)		27%	23%		

Fund 402

Impact Fee Revenues					
Sewer Impact Fees	\$ 16,000	\$ 1,717	\$8,300	(\$6,583)	-79%
Impact Fee Interest	100	41	41	0	0%
I.F. Approp. Retained Earnings					
Total Impact Fee Revenue	\$ 16,100	\$ 1,758	\$ 8,341	\$ (6,583)	-79%
Impact Fee Expense					
Sewer Impact Fee Exp	\$ 16,100	\$ 998	\$4,780	\$ 3,782	79%
Total Impact Fee Expense	\$ 16,100	\$ 998	\$4,780	\$ 3,782	79%
Impact Fee Margin	\$ -	\$ 760	\$ 3,561	\$ (2,801)	-79%
% Gain/(Loss)		76%	74%		

TOTAL FUND PERFORMANCE

TOTAL FUND Revenue	\$ 23,156,000	\$1,416,622	\$1,100,352	\$316,270	
TOTAL FUND Expense	\$ 23,156,000	\$1,119,116	\$927,639	(\$191,477)	
FUND Revenue Less Expense		\$297,506	\$172,713	\$124,793	

FISCAL YEAR-TO-DATE CAPITAL BUDGET ACCOUNT REPORT

Month Ending January, 2025

Department	Description	Budgeted*	Paid
30100 GF Improvements	November, 2024	355,000	22,705
30200 GF Vehicles/Equipment	Equipment/Vehicles	170,000	-
30500 PS Vehicles/Equipment	Equipment/Vehicles	1,557,800	1,079,858
30800 GF Transportation	Improvements	299,400	-
31700 GF Facility Renew/Replace Building, Land, Improvements		2,754,000	-
32200 GF Leisure Capital	Improvements, Machinery	978,800	601,985
GENERAL FUND TOTAL		6,115,000	1,704,548
40800 SWR Equipment	Equipment	166,000	
40900 SWR Improvements	Improvements	11,524,000	70,300
	Capital Offset to Depreciation Exp	(11,690,000)	(70,300)
GRAND TOTAL		6,115,000	1,704,548

INVESTMENT REPORT
Month Ending January, 2025

Policy Restrictions

<u>Investment</u>	<u>November, 2024</u>	<u>Must</u>	<u>Int.Cap</u>	<u>Class Cap</u>	<u>Current</u>	<u>In Limits</u>
SBA	SBA			None	0.0%	
US Gov't Securities	USGS			100%	96.3%	Yes
Cash & CDs	CASH			None	3.7%	Yes
Money Market Funds	MMF			20%	0.0%	
Fed Instrum. & Agncy	FIA			30%	0.0%	
Collat. Mortg. Obligtns.	CMO			20%	0.0%	
Commercial Paper	CP			10%	0.0%	
FMIT	FMIT			None		

Performance @Period Ending:

<u>Institution</u>	<u>Account</u>	<u>Maturity</u>	<u>Asset</u>	<u>Invest Class</u>	<u>Restriction</u>	<u>Account Value</u>	<u>Period Int. Rate</u>	<u>% of Portfolio</u>
SBA: Prime	131031		Investment	SBA	General Fund	\$ 613	5.33%	0%
SBA: Prime	131032		Investment	SBA	Sewer Fund	\$ 613	5.33%	0%
TOTAL SBA						\$ 1,225		0.0%
U.S. Treasury Bill	912797NA1	10/30/25	Investment	USGS	General Fund	\$ 2,777,767	2.82%	10%
U.S. Treasury Bill	912797NL7	11/28/25	Investment	USGS	General Fund	\$ 2,110,312	2.82%	7%
U.S. Treasury Bill	912797NN3	11/29/24	Investment	USGS	General Fund	\$ 2,897,830	1.58%	10%
U.S. Treasury Bill	912797LN5	06/12/25	Investment	USGS	General Fund	\$ 3,895,142	2.94%	14%
U.S. Treasury Bill	912797NA1	10/30/25	Investment	USGS	General Fund	\$ 3,895,081	2.87%	14%
U.S. Treasury Bill	912797NN3	05/29/25	Investment	USGS	General Fund	\$ 2,846,523	1.58%	10%
U.S. Treasury Bill	912797NL7	11/28/25	Investment	USGS	Sewer Fund	\$ 1,628,894	2.88%	6%
U.S. Treasury Bill	912797ND5	11/28/25	Investment	USGS	Sewer Fund	\$ 5,562,094	1.48%	20%
U.S. Treasury Bill	912797LN5	05/01/25	Investment	USGS	Sewer Fund	\$ 1,669,347	2.94%	6%
TOTAL US TREASURIES						\$ 27,282,990		96.3%
Bank of America	005562564351		Cash	CASH	Sewer Impact Fee	\$ 10,846	1.14%	0%
JP Morgan Chase	663652210		Cash	CASH	Working Cash	\$ 863,067	0.00%	3%
JP Morgan Chase CD	100079555936		Cash	CD	Pool Cash	\$ 107,816	1.85%	0%
Seacoast Bank	4810004966		Cash	CASH	Sewer Operating	\$ 22,682	0.15%	0%
Seacoast Bank	4810000706		Cash	CASH	Working Cash	\$ 36,915	0.15%	0%
Seacoast Bank	4810003566		Cash	CASH	Loan Reserve	\$ -	0.00%	0%
TOTAL BANKS						\$ 1,041,325		3.7%

TOTAL CURRENT VALUE @ PERIOD END	\$28,325,540
WEIGHTED AVERAGE TOTAL RETURN FOR CURRENT MONTH	1.8700%

<u>CHANGE IN CASH & INVESTMENTS (Incl. interfund transfers)</u>	<u>Current Value</u>	<u>Vs. Last Month</u>	<u>Vs. Prior Year To Date</u>	<u>Vs. Prior Fiscal Year End</u>
General Fund (excl. G.O. Funds)	\$ 28,857,195	\$ 24,129,394	\$ 24,129,394	\$ 24,129,394
Sewer Fund	\$ 12,686,068	\$ 12,410,903	\$ 12,401,975	\$ 12,401,975
TOTAL	\$ 41,543,263	\$ 36,540,297	\$ 36,531,369	\$ 36,531,369
Percent Change for Current	N/A	13.7%	13.7%	13.7%

Month Ending January, 2025

January, 2025

GENERAL FUND						
Agent	Security Type (Last Digits Account ID)	Cost Basis	Yield to Cost	Market Value	Gain / Loss	Annual Income @ Cur. Int%
SBA	Investment-General (031)	912797HP5	5.60%	\$ 613		\$34
BoA	Cash-Pool Cash Account (5882)	912796ZV4	0.00%	\$ 11,389,485		\$533
	<i>Includes Contraband Pool Cash</i>			\$ 71,615		\$0
	<i>Includes Economic Development Cash</i>	912797LD7		\$ 553,525		\$0
	<i>Less: Pool Cash Due to Sewer Funds</i>	912797HP5		\$ (1,770,760)		\$0
Seacoast	Cash-Pool Cash Account (0706)	\$36,915	0.15%	\$ 36,915	\$0	\$55
Chase	Cash-Pool Cash (2110)	\$863,067	0.00%	\$ 863,067	-	
	<i>Less: Pool Cash Due to Sewer Fund</i>			\$ (192,595)		\$0
	CD (5936)	\$107,816	1.85%	\$ 107,816	\$0	\$1,995
JP Morgan	US Treasury Securities	\$18,175,535	2.47%	\$ 18,422,655	\$247,121	\$448,197
ALL GENERAL FUND			2.37%	\$ 28,857,195	\$247,121	\$450,814
PRIOR MONTH				\$ 24,129,394		

SEWER OPERATING						
SBA	Investment (032)	\$613	5.60%	\$ 613	\$0	\$34
BoA	Sewer Operating Fund (4319)	\$1,828,238	1.14%	\$ 1,828,238		\$20,842
Seacoast	Cash (4966)	\$22,682	0.15%	\$ 22,682	\$0	\$34
	<i>Add: Pool Cash Due From General Fund</i>			\$ 1,892,382		\$0
JP Morgan	US Treasury Securities	\$8,732,280	2.01%	\$ 8,860,335	\$128,055	\$175,549
ALL SEWER OPERATING FUND			3.07%	\$ 12,604,250	\$128,055	\$196,458
PRIOR MONTH				\$ 12,329,651		

SEWER IMPACT FEES (Restricted)						
BoA	Sewer Impact Fees (4351)		1.14%	\$ 10,846		\$124
	<i>Cash-Pool Cash Due From Gen. Fund</i>			\$ 70,972		\$0
ALL SEWER IMPACT			0.15%	\$ 81,818	\$0	\$124
PRIOR MONTH				\$ 81,252		

ALL FUNDS			1.56%	\$ 41,543,263	\$375,175	\$647,397
PRIOR MONTH				\$ 36,540,297		
MONTHLY CHANGE				\$ 5,002,966		
MONTHLY CHANGE %				13.7%		

Month Ending January, 2025

January, 2025

GENERAL FUND												
Agent	Security Type (Last Digits Account ID)	Cusip	Purchase Date	Maturity Date	Par Value/Face Value	Coupon Rate	Cost Basis	Yield to Maturity	Market Value	Market G/L	Accrued Interest	Income to Maturity
J.P.Morgan	US Treasury Bill (12-month)	912797NA1	11/29/24	10/30/25	\$ 2,864,000		\$ 2,753,758	2.82%	\$ 2,777,767	\$ 24,009		\$ 110,242
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/23/24	11/28/25	\$ 2,183,000		\$ 2,101,044	2.82%	\$ 2,110,312	\$ 9,268		\$ 81,956
J.P.Morgan	US Treasury Bill (12-month)	912797LN5	06/20/24	06/12/25	\$ 3,954,300		\$ 3,766,585	2.94%	\$ 3,895,142	\$ 128,557		\$ 187,715
J.P.Morgan	US Treasury Bill (12-month)	912797NA1	11/14/24	10/30/25	\$ 4,016,000		\$ 3,857,284	2.87%	\$ 3,895,081	\$ 37,797		\$ 158,716
J.P.Morgan	US Treasury Bill (6-month)	912797NN3	11/29/24	05/29/25	\$ 2,937,000		\$ 2,873,873	1.58%	\$ 2,897,830	\$ 23,957		\$ 63,127
J.P.Morgan	US Treasury Bill (6-month)	912797NN3	11/29/24	05/29/25	\$ 2,885,000		\$ 2,822,991	1.58%	\$ 2,846,523	\$ 23,533		\$ 62,009
ALL GENERAL FUND					\$ 18,839,300		\$ 18,175,535		\$ 18,422,655	\$ 247,121	\$ -	\$ 663,765
									PRIOR MONTH	\$ 18,358,093		
												2.47%

SEWER FUND												
J.P.Morgan	US Treasury Bill (12-month)	912797NL7	12/10/24	11/28/25	\$ 1,685,000		\$ 1,619,760	2.88%	\$ 1,628,894	\$ 9,134		\$ 65,240
J.P.Morgan	US Treasury Bill (6-month)	912797ND5	10/31/24	05/01/25	\$ 5,619,000		\$ 5,498,270	1.48%	\$ 5,562,094	\$ 63,825		\$ 120,730
J.P.Morgan	US Treasury Bill (12-month)	912797LN5	06/20/24	06/12/25	\$ 1,694,700		\$ 1,614,251	2.94%	\$ 1,669,347	\$ 55,096		\$ 80,449
ALL SEWER OPERATING FUND					\$ 8,998,700		\$ 8,732,280		\$ 8,860,335	\$ 128,055		\$ 266,420
									PRIOR MONTH	\$ 8,828,842		
												2.01%

ALL FUNDS					\$ 27,838,000		\$ 26,907,815		\$ 27,282,990	\$ 375,175		
									PRIOR MONTH	\$ 27,186,935		
									MONTHLY CHANGE	\$ 96,055		
									MONTHLY CHANGE %	0.4%		



CITY COMMISSION AGENDA MEMORANDUM MARCH 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Nancy Maddox, Recreation Director

PREPARED BY: Nancy Maddox, Recreation Director

SUBJECT: Authorization for the Mayor to sign and enter into Professional Parks Master Plan Services with Castle Bay Design Studio contract.

SYNOPSIS:

The City of Daytona Beach Shores issued a Request for Qualifications (RFQ) on January 6, 2025, seeking proposals from qualified firms to create a citywide Parks Master Plan. The goal of the plan is to establish a strategic framework for the future development of parks and recreational facilities in the area. It will involve assessing existing parks, identifying community needs, and making recommendations for new projects and improvements.

The City received four (4) submissions. The RFQ selection committee met on January 24, 2025, to evaluate and rank the submissions (attached). Castle Bay Design Studio was ranked number one (1).

The City Commission approved and directed the City Manager to engage with Castle Bay Design Studio on February 4, 2025, and attached is the Independent Contractor Agreement and Exhibit A- Daytona Beach Shores Parks Master Plan proposal from Castle Bay Design Studio for approval. The contract amount for services is \$129,800.

FISCAL IMPACT STATEMENT:

This item has been budgeted for the FY2024/25 budget.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

1. Approval to authorize the Mayor to enter into a contract with Castle Bay Design Studios.

SUGGESTED MOTION:

- ATTACHMENT:**
1. Independent Contractor Agreement- Castle Bay (002)
 2. EXHIBIT A- DBS Parks Master Plan- Castle Bay Proposal (002)

**INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN
THE CITY OF DAYTONA BEACH SHORES, FLORIDA
AND CASTLE BAY DESIGN STUDIO, LLC.**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this ____ day of _____ 2025, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the "CITY"), and CASTLE BAY DESIGN STUDIO, LLC., a Florida limited liability company (hereinafter referred to as the "CONTRACTOR"). The CITY and CONTRACTOR may be collectively referenced herein as the "Parties".

WITNESSETH

WHEREAS, the City has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, Contractor is in the business of professional planning services including but not limited to the development of master plans for parks in the City and elsewhere in the State of Florida; and

WHEREAS, Contractor was the successful bidder for an advertised Request for Qualifications for the development of a parks master plan, identified as RFQ # 2025-01, and the City Manager has determined, pursuant to the Daytona Beach Shores Code of Ordinances, that: (1) the price and other terms submitted are fair and reasonable; (2) other prospective respondents had a reasonable opportunity to respond; and (3) the contract and purchase is in the best interest of the City; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process;

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 286.101, Fla. Stat. contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of

Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, this Agreement is in the best interests of the City and its residents.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Bid Documents and the Scope of Professional Planning Services (hereinafter referred to as the “Scope of Services”). The Scope of Services is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in the request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the “Bid Documents, as applicable.” The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Commencement and completion/Term.** Contractor shall begin and complete the job in accordance with Scope of Services.
4. **Payment.**
 - a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in the Scope of Services. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Scope of Services unless mutually agreed by the Parties in writing.
 - b. Progress payments, if any, will be made as set forth in Scope of Services.
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
5. **Termination.** Termination shall in accordance with the terms outlined in the terms of the Scope of Services.
6. **Project management.**
 - a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.
 - i. CITY's Project Manager is Steward Cruz, AICP, Community Services Director, City of Daytona Beach Shores, or his designee.
 - ii. CONTRACTOR's Project Manager is Stephen B. Kuzoian, or his designee
7. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:
 - a. To CITY: Daytona Beach Shores City Commission, Attention: City Manager, 2990 S Atlantic Avenue, Daytona Beach Shores, FL 32118;
 - b. To CONTRACTOR: Castle Bay Design Studio, LLC, Attention: Stephen B. Kuzoian, Principal, 3000 N. Ponce De Leon Boulevard, Suite C., St. Augustine Florida 32084.
8. **Insurance.**
 - a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of

whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$500,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

9. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- d. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- e. **Independent contractor.**
 - i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any,

provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such

indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

g. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. 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.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118**

- h. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.
- i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28,

Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.

- j. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat
- k. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- l. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a

grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

- m. **No coercion for labor or services.** The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

10. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Non-appropriation.** CITY’s performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY’s annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall

expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- d. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- e. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- f. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- g. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- h. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

- i. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. **Special Provisions.**

- a. This Agreement may be signed in counterparts and electronic copies shall be treated as originals.

(SIGNATURE PAGE FOLLOWS)

Castle Bay Design Studio, LLC
DBS Master Parks Plan
Signature Page

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 9. m. **“No coercion for labor or services”** and that the facts stated in it are true.

ATTESTED BY:

CITY OF DAYTONA BEACH SHORES:

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

Seal:

CASTLE BAY DESIGN STUDIO, LLC

SIGNATURE

Print Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2025, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

Approved for form and content by:



Vose Law Firm, City Attorney

February 19, 2025

Nancy Maddox
Economic & Community Development Director
City of Daytona Beach Shores
2990 S Atlantic Avenue
Daytona Beach Shores, FL 32118

Re: **City of Daytona Beach Shores Parks Master Plan - RFQ# 2025-01**

Dear Nancy,

We appreciate the opportunity for **Castle Bay Design Studio** (“Castle Bay”) to provide the **City of Daytona Beach Shores** (“Client”) with the following scope of professional planning services for the development of a Parks Master Plan following the selection of our firm under the recently solicited RFQ# 2025-01.

PROJECT UNDERSTANDING

The City of Daytona Beach Shores is looking to develop a comprehensive, city-wide Parks Master Plan. It is envisioned this plan will provide the framework necessary to guide future development, enhancement, and management of parks and recreational facilities within the city. Furthermore, the overall goal is to create a vision which reflects the needs and desires of the community, enhances the everyday quality of life of residents, and ensures a sustainable and effective use of public resources. The Parks Master Plan is to include an assessment of existing parks, identification of community needs, and recommendations for new projects and improvements.

SCOPE OF SERVICES

Task 1: Kick-Off, Existing Conditions Inventory & Analysis

Castle Bay will provide several pre-planning services as the Parks Master Plan effort begins, as follows:

1. **Kick-Off Meeting** - Castle Bay will attend a “kick-off” meeting with City staff to discuss schedule, milestones, public meeting coordination, and various other topics as work commences.
2. **Commissioner Meetings** - Castle Bay will schedule and attend one-on-one meetings with each City Commissioner to discuss the Parks Master Plan project, their experiences within the City, and their recommendations and vision for the future of the City parks and recreation system.
3. **Facilities Tour** - Castle Bay and the subconsultant team will schedule and attend a tour of active use facilities within the City alongside City staff in an effort to observe and discuss the existing condition of the facilities and the recreation program offerings around the City.
4. **Parks Inventory** - Castle Bay will visit each park facility within the City an inventory the quantity and quality of the amenities existing within each park facility.

Task 2: Review of Plans & Documents

Castle Bay will research a variety of existing planning documents which currently inform the current direction of parks and recreation facilities and programming within the City today. This effort includes, but is not limited to, review of the City's adopted Comprehensive Plan and specifically the Open Space Element and the Level of Service standards. Additionally, review of Volusia County parks and trail planning documents as well as national recreation planning documents including those adopted by the National Recreation and Parks Association (NRPA) will all be heavily reviewed for their potential inclusion in this Parks Master Plan effort.

Task 3: Public Engagement

1. **Public Engagement** - Castle Bay will schedule and host two public engagement events at a City-preferred location early in the Parks Master Plan process. Castle Bay will prepare multiple graphic exhibit boards to be placed at several different hosted "stations" alongside City staff. The public will be invited to each event which will be organized in an open house-style format providing all attendees the opportunity to engage with the consultant team and City staff on a variety of Parks-related topics which will help inform the subsequent development of the Parks Master Plan.
2. **Parks Master Plan Website** - Castle Bay will develop, host, and maintain a custom Parks Master Plan website to remain published throughout the course of the project. This website will provide resident access to a variety of information topics related to the Parks Master Plan effort including an overview of the project mission and goals, Public Engagement meeting times and locations, the project schedule, and the consultant team.

Task 4: Demographics, Trends, and City Research

Castle Bay and the subconsultant team will heavily research existing City demographics and trends including population, age, land to population ratio, age level participation, and various metrics related to surpluses and deficiencies in demographic elements.

Additionally, Castle Bay and the consultant team will research the City of Daytona Beach Shores as it relates to their internal ability to implement and maintain their parks and recreation system. More specifically, this effort will include a review of the City's organizational structure, services, and related financial considerations. Ultimately this information will be utilized by the consultant team to evaluate potential considerations and recommendations the City may be able to make to enhance their current parks and recreation system development, management, and maintenance.

Task 5: Needs Assessment Survey & Implementation Plan

Castle Bay and the subconsultant team will develop a Needs Assessment Survey which will be distributed via mail to all households within the City. Upon receipt, this statically-valid survey will be able to be filled out manually and mailed back or filled out online via link to a digital version of the same survey. Historically, not all surveys will be completed and returned. The goal for this statistically-valid survey will be a minimum of 100 respondents.

Additionally, an Implementation Plan will be prepared informing the final Parks Master Plan recommendations. This Implementation Plan will include a detailed prioritization of park demands and the identification of opportunities for the future of the City's parks and recreation system, reinforce current Level of Service standards, establish policy recommendations, and the integration of the City's Comprehensive Plan into the final Parks Master Plan.

Task 6: Final Parks Master Plan

Concluding the Parks Master Plan effort, Castle Bay and the subconsultant team will provide a comprehensive synthesis of all information observed, received, recorded, and researched and provide a series of recommendations and reports comprising the Final Parks Master Plan. More specifically, the final recommendations will articulate a “road map” forward providing the City with a clear vision on how to achieve the goals, plans, and objectives outlined within the Final Parks Master Plan.

This task includes a final review meeting with City staff. Castle Bay will also attend a final review meeting with any City Commissioner who wishes to meet and discuss the Final Parks Master Plan in a one-on-one setting.

EXHIBIT "A"

FEE SCHEDULE SUMMARY

Task	Description	Fee
1	Kick-Off, Ex. Conditions Inventory & Analysis	\$21,335
2	Review of Plans & Documents	\$7,460
3	Public Engagement	\$18,400
4	Demographics, Trends, and City Research	\$19,170
5	Needs Assessment Survey/Implementation Plan	\$16,305
6	Final Parks Master Plan	\$47,130
	TOTAL LUMP SUM	\$129,800

Castle Bay will perform the services in Tasks 1-6 above for the Total Lump Sum Fee noted above. The Total Lump Sum Fee is based on the anticipated level of effort Castle Bay expects the completion of the tasks to require. Lump Sum fees will be invoiced monthly based upon the overall percentage of services performed.

The tasks and associated fees listed above include all time, materials, and travel costs.

***See attached Fee Schedule Outline providing additional detail inclusive of hourly rates and man-hours for each of the tasks outlined above.**

EXHIBIT "A"

ADDITIONAL SERVICES

Any services not specifically outlined above will be billed as additional services and performed at current hourly rates. Additional services may include, but are not limited to, the following:

- Additional design and/or planning revisions beyond what is outlined above.
- Additional Meetings and/or Travel beyond what is outlined above

INFORMATION PROVIDED BY CLIENT

The following information, upon which Castle Bay may rely, will be provided to Castle Bay by the Client:

- For Task 1, Castle Bay will be on-site visiting each park facility within the City. It is sometimes helpful to have a prepared information card in-hand should Castle Bay staff be questioned on site by a local police officer, a local resident, park user, and/or City staff speaking to our city-wide efforts under this project with the permission of the City.
- For Task 4, Castle Bay and the consultant team will need coordination with City staff to ensure we receive the information needed to effectively perform this task. More specifically, the City would need to provide the internal organizational structure, financial information related to the parks and recreation system including budgets and salaries, and recreation program financials outlining any membership dues, program dues, etc. Castle Bay will provide an itemized list of required documents once the project commences.

If this Contract for Professional Services meets with your approval, please indicate your acceptance through a City issued Purchase Order. **Receipt of a City Purchase Order will be considered our notice to commence work.**

Sincerely,
Castle Bay Design + Studio, LLC



S. Brett Kuzoian, RLA
Principal

Castle Bay Design Studio, LLC ***General Terms and Conditions***

Unless otherwise specified in the attached Contract for Professional Services, the following General Terms and Conditions shall be incorporated as part of the Contract for Professional Services. In the event of a conflict, the Contract for Professional Services (Hereinafter the "Agreement") shall prevail.

1. ENGAGEMENT AND COMPENSATION

Client hereby engages Castle Bay for the purposes as agreed upon in the Agreement. Compensation for services not described in the Agreement or for services modified from, or not originally considered within, the original Agreement shall be based on the following Schedule of Hourly Rates:

Principal/RLA	\$210.00
Registered Landscape Architect (RLA)	\$170.00

2. OUT-OF-POCKET EXPENSES

Out-of-pocket expenses, including but not limited to, permit application fees, postage, express delivery, etc. which are provided by Castle Bay shall be reimbursable at cost or, upon request of Castle Bay, paid directly by Client.

3. INVOICING

Client shall be invoiced each month for reimbursable expenses and work performed during the preceding month. Client agrees to pay each invoice within thirty (30) days of its receipt. In the event that an invoice is not paid in full within sixty (60) days, Castle Bay reserves the right to stop all work, record a claim of lien as authorized by Florida's Construction Lien Law, and notify property owner if different from the Client. Client further agrees to pay interest on all amounts invoiced and not paid within said sixty (60) day period at a rate of 1.5% per month from date of invoice. Client also agrees to pay Castle Bay's cost of collections, including court costs and reasonable attorney's fees. Failure to make payment within said sixty (60) days shall release Castle Bay from all claims which Client may have, whether known or unknown at the time. Signer for Client personally guarantees all amounts due under this Agreement. Any retainer obtained will be applied to the final invoice. Client shall have sixty (60) days from the date of an invoice to dispute any charge on it. Failure to raise any objection during this time period shall constitute a waiver of any and all objections to the charges made within the invoice.

4. WARRANTIES

Castle Bay shall use the degree of care and skill ordinarily exercised under similar circumstances by members of its profession. Castle Bay cannot control the costs of labor, equipment, materials, techniques, or the services of other contractors or vendors and therefore cannot warrant, express or implied, any opinion regarding the probable costs associated with any bid or estimate

5. CASTLE BAY MATERIALS

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media thereof, prepared by Castle Bay as instruments of service under this Agreement shall remain the property of Castle Bay who shall be deemed the author and shall retain all common law, statutory law or all other grounds, to specifically include, but not to be limited to, all copyrights and trademarks. However, Client agrees to indemnify and hold Castle Bay harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any reuse or modification of the instruments of service by Client or any person or entity that acquires or obtains them from or through Client without the written authorization of Castle Bay. Under no circumstances shall transfer of the instruments of service on electronic media for use by Client be deemed a sale by Castle Bay and Castle Bay makes no warranties, either expressed or implied, of merchantability and fitness for any purpose.

6. TERMINATION

Either party may terminate this Agreement by providing written notice to the other party ten (10) days prior to termination. Upon receipt of the notice of termination by the Client, Castle Bay shall be allowed to take all necessary steps, as determined by Castle Bay, to adequately close their service commitments. Castle Bay shall

EXHIBIT "A"

provide the Client with a final invoice, to include the return of the remaining retainer of this Agreement, if any, within thirty (30) days of the notice of termination.

7. BREACH

The Client agrees to release Castle Bay from all obligations of this Agreement should the Client fail to make any payment as required by this Agreement or misrepresent or fail to disclose a material fact to Castle Bay. In the event it is necessary to institute suit for breach of this Agreement, or for collection of fees, costs and/or advances due Castle Bay, the Client agrees to pay all costs and expenses necessitated thereby, including reasonable attorney fees, court costs, and interest.

8. MEDIATION

Any dispute arising between the parties hereto, whether arising under this Agreement or otherwise, of which the parties cannot resolve between themselves through negotiation using good faith, shall be referred to a court certified mediator of the Circuit Court in Volusia County, Florida, before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties shall share equally in the cost of the mediator.

9. INDEMNIFICATION

Client agrees to indemnify and hold Castle Bay and its shareholders, officers, directors, partners, employees, agents and subcontractors harmless from any claim, liability or costs (including the payment of reasonable attorney fees and costs for defense) for injury or loss arising from errors in, or omissions of, information provided to Castle Bay by Client, and all other work or service performed by individuals or entities retained solely by the Client.

10. LIMITATION OF LIABILITY

- a. Castle Bay shall not be liable for damages sustained as a result of misinformation or omissions of Information provided by the Client or other persons not retained by Castle Bay.
- b. Castle Bay shall not be liable for any damages arising out of modifications to any plans, specifications or other related documents which are not approved by Castle Bay in writing.
- c. Castle Bay shall not be liable for the techniques of construction nor the safety precautions selected by any contractor retained to provide any services to the Client or Castle Bay.
- d. Castle Bay cannot guarantee that government officials or agencies will grant desired approvals or otherwise act in the best interests of Client, and therefore the parties agree that Castle Bay shall not be liable for damages resulting from the actions or inactions of government officials or agencies.
- e. The parties agree that the Client and the Client's spouses, heirs, shareholders, officers, directors, partners, employees, and agents, shall limit the liability of Castle Bay on any cause of action for negligence or breach of the Agreement to the total amount of the fee paid to Castle Bay for services performed under the Agreement.

11. DUTY TO INFORM

Client shall promptly notify Castle Bay of any deficiencies or suspected deficiencies in Castle Bay's work or services of which Client becomes aware so that Castle Bay may take measures to minimize the consequences of such a deficiency. Failure by Client to notify Castle Bay shall relieve Castle Bay of the cost of repairs above the sum such remedy would have cost had notice been given when the Client first became aware of the deficiency or suspected deficiency.

12. MODIFICATION

Except as otherwise agreed to by the parties herein, no other change, modification or waiver of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by the terms of this agreement.

13. ORIGINAL COPY

This Agreement as an electronic copy shall be considered for all purposes as originals.

Fee Schedule Outline



PROFESSIONAL PARKS MASTER PLAN SERVICES



<i>Major Tasks & Milestones</i>	<i>S. Brett Kuzoian RLA - \$210/hr.</i>	<i>Jonathan Daniels RLA - \$170/hr.</i>	<i>Darin Barr \$220/hr.</i>	<i>Scott Caron \$195/hr.</i>	<i>Jason Morado \$150/hr.</i>	<i>Kayla Immel \$100/hr.</i>	<i>Total Estimated Hours</i>	<i>Total Estimated Effort</i>
Task 1 - Kick-Off, Existing Conditions Inventory & Analysis								
•Kick-off meeting with City Staff	10	6	6				22	\$4,440
•City Commissioner 1-on-1 Meetings	12	4					16	\$3,200
•Parks and Rec. Facilities Tour with City Staff	8	8	8	2			26	\$5,190
•Parks Inventory	15	20	8	1			44	\$8,505
Task 2 - Review of Plans & Documents								
•Research existing planning documents	15	15	8				38	\$7,460
Task 3 - Public Engagement								
•Public Engagement	16	30	5				51	\$9,560
•Parks Master Plan Website	4					80	84	\$8,840
Task 4 - Demographics, Trends City Research								
•Research City demographics, trends, and Park Management	12	25	28	32			97	\$19,170
Task 5 - Needs Assessment Survey & Implementation Plan								
•Create, Distribute, and Evaluate the Needs Assessment Survey	12	12	6	5	63		98	\$16,305
Task 6 - Final Parks Master Plan								
•Prepare and Present the Final Parks Master Plan	48	100	40	50	10		248	\$47,130
Total Estimated Hours	152	220	109	90	73	80	724	
Total Estimated Effort	\$31,920	\$37,400	\$23,980	\$17,550	\$10,950	\$8,000		\$129,800



CITY COMMISSION AGENDA MEMORANDUM MARCH 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Approval of Independent Contractor's Agreements For Minor Construction Projects

SYNOPSIS:

On December 27, 2024, the City posted a request for proposals (RFP2025-03) for continuing services for minor construction projects (\$300,000 or less). The purpose of the RFP is to receive and select proposals from qualified general contractors skilled in a wide variety of repair and construction projects on an as-needed basis. Construction and repair projects may include, but are not limited to, carpentry, concrete work, site work, road paving, etc.

The RFP selection committee met on February 20, 2025, to evaluate the eight proposals submitted. The selection committee's evaluation resulted in the following recommendations found below: (1) A.G. Pifer Construction Inc. [General Construction]; (2) Masci General Contractor, Inc. [Paving & Related Services]; (3) Paul Culver Construction, Inc. [General Construction]; (4) Zulu Marine Services, Inc. [Dredging & Related Services].

Attached is the detailed selection committee report. If approved, the proposed firms will be engaged through the City's standard independent contractor's agreement.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval of the following general contracting companies for continuing services with the City for minor construction projects: (1) A.G. Pifer Construction Inc. [General Construction]; (2) Masci General Contractor, Inc. [Paving & Related Services]; (3) Paul Culver Construction, Inc. [General Construction]; (4) Zulu Marine Services, Inc. [Dredging & Related Services].

SUGGESTED MOTION:

Approval of the following general contracting companies for continuing services with the City for minor construction projects: (1) A.G. Pifer Construction Inc. [General Construction]; (2) Masci General Contractor, Inc. [Paving & Related Services]; (3) Paul Culver Construction, Inc. [General Construction]; (4) Zulu Marine Services, Inc. [Dredging & Related Services].

- ATTACHMENT:**
1. ICA Minor Construction Projects - AG Pifer, Inc.
 2. ICA Minor Construction Projects -Masci General Contractors, Inc.
 3. ICA Minor Construction Projects - Paul Culver, Inc.
 4. ICA Minor Construction Projects - Zulu Marine Services Inc.
 5. Exhibit A-Minor Construction Projects-RFP2025-03-12-20-24-Revised
 6. RFQ2025-04 Selection Committee Findings and Recommendations

**INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN
THE CITY OF DAYTONA BEACH SHORES, FLORIDA
AND A.G PIFER CONSTRUCTION, INC.**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this 25th day of February 2025, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the "CITY"), and A.G. Pifer Construction, Inc., a Florida Corporation (hereinafter referred to as the "CONTRACTOR"). The CITY and CONTRACTOR may be collectively referenced herein as the "Parties".

WITNESSETH

WHEREAS, the City has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, Contractor is in the business of general contracting in the City and elsewhere in the State of Florida; and

WHEREAS, Contractor was the successful bidder for an advertised Request for Qualifications, identified as RFQ2025-03, and the City Manager has determined, pursuant to the Daytona Beach Shores Code of Ordinances, that: (1) the price and other terms submitted are fair and reasonable; (2) other prospective respondents had a reasonable opportunity to respond; and (3) the contract and purchase is in the best interest of the City; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process;

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 286.101, Fla. Stat. contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state

agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, this Agreement is in the best interests of the City and its residents.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services on an as needed basis as described in the Bid Documents and the Scope of Services (hereinafter referred to as the “Scope of Services”). The Scope of Services is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in the request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the “Bid Documents, as applicable.” The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
 - d. CONTRACTOR and City may enter into a separate addendum for each job that may arise during the term of this Agreement.

3. **Commencement and completion/Term.** Contractor shall begin and complete the job in accordance with Scope of Services or any addendum thereto.
4. **Payment.**
 - a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in the Scope of Services. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Scope of Services unless mutually agreed by the Parties in writing.
 - b. Progress payments, if any, will be made as set forth in Scope of Services.
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
5. **Termination.** Termination shall in accordance with the terms outlined in the terms of the Scope of Services.
6. **Project management.**
 - a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.
 - i. CITY's Project Manager is Stewart Cruz, AICP, Community Services Director, City of Daytona Beach Shores, or his designee.
 - ii. CONTRACTOR's Project Manager is Anthony Gregg Pifer, or his designee
7. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:
 - a. To CITY: Daytona Beach Shores City Commission, Attention: City Manager, 2990 S Atlantic Avenue, Daytona Beach Shores, FL 32118;
 - b. To CONTRACTOR: 3629 Old Deland Road, Daytona Beach, FL 32124.
8. **Insurance.**
 - a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of

whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$500,000.00.
 - c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
9. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Compliance with Code of Federal Regulations:** This contract and related products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with applicable 2 CFR 200.318-326 Provisions and applicable Federal Contract Provisions.
- d. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- e. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

f. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

g. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the

sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

h. **Public records.**

i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. 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.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118**

- i. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

- j. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
- k. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat
- l. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- m. **Disclosure Requirements for “Foreign Countries of Concern”.** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”
- n. **No coercion for labor or services.** The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:
- “Coercion” means:
1. Using or threatening to use physical force against any person;
 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 5. Causing or threatening to cause financial harm to any person;
 6. Enticing or luring any person by fraud or deceit; or
 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.
10. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.
- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- d. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- e. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- f. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- g. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- h. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any

portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

- i. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
 - j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
11. **Special Provisions.**
- a. This Agreement may be signed in counterparts and electronic copies shall be treated as originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 9. m. **"No coercion for labor or services"** and that the facts stated in it are true.

ATTESTED BY:

CITY OF DAYTONA BEACH SHORES:

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

Seal:

A.G. PIFER CONSTRUCTION, INC.

SIGNATURE

Print Name: Anthony Gregg Pifer

Title: President

STATE OF Florida

COUNTY OF Volusia

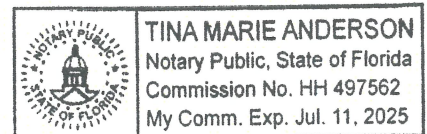
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of February, 2025, by Anthony Gregg Pifer of AG Pifer Construction, Inc, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Tina Marie Anderson, #HH497562, July 11, 2025

Printed/Typed/Stamped Name of Notary

My commission expires:



Approved for form and content by:

[Handwritten signature]

Vose Law Firm, City Attorney

**INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN
THE CITY OF DAYTONA BEACH SHORES, FLORIDA
AND MASCI GENERAL CONTRACTOR, INC.**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this ____ day of _____ 2025, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the "CITY"), and Masci General Contractor, Inc., a Florida Corporation (hereinafter referred to as the "CONTRACTOR"). The CITY and CONTRACTOR may be collectively referenced herein as the "Parties".

WITNESSETH

WHEREAS, the City has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, Contractor is in the business of paving and related services in the City and elsewhere in the State of Florida; and

WHEREAS, Contractor was the successful bidder for an advertised Request for Qualifications, identified as RFQ2025-03, and the City Manager has determined, pursuant to the Daytona Beach Shores Code of Ordinances, that: (1) the price and other terms submitted are fair and reasonable; (2) other prospective respondents had a reasonable opportunity to respond; and (3) the contract and purchase is in the best interest of the City; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process;

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 286.101, Fla. Stat. contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state

agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, this Agreement is in the best interests of the City and its residents.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services on an as needed basis as described in the Bid Documents and the Scope of Services (hereinafter referred to as the “Scope of Services”). The Scope of Services is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in the request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the “Bid Documents, as applicable.” The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
 - d. CONTRACTOR and City may enter into a separate addendum for each job that may arise during the term of this Agreement.

3. **Commencement and completion/Term.** Contractor shall begin and complete the job in accordance with Scope of Services or any addendum thereto.
4. **Payment.**
 - a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in the Scope of Services. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Scope of Services unless mutually agreed by the Parties in writing.
 - b. Progress payments, if any, will be made as set forth in Scope of Services.
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
5. **Termination.** Termination shall in accordance with the terms outlined in the terms of the Scope of Services.
6. **Project management.**
 - a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.
 - i. CITY's Project Manager is Stewart Cruz, AICP, Community Services Director, City of Daytona Beach Shores, or his designee.
 - ii. CONTRACTOR's Project Manager is Letica Masci Ferreira, or his designee
7. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:
 - a. To CITY: Daytona Beach Shores City Commission, Attention: City Manager, 2990 S Atlantic Avenue, Daytona Beach Shores, FL 32118;
 - b. To CONTRACTOR: 5752 S. Ridgewood Avenue, Port Orange, FL 32127.
8. **Insurance.**
 - a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of

whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$500,000.00.
 - c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
9. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Compliance with Code of Federal Regulations:** This contract and related products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with applicable 2 CFR 200.318-326 Provisions and applicable Federal Contract Provisions.
- d. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- e. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

f. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

g. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the

sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

h. Public records.

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. 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.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118**

- i. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

- j. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
- k. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat
- l. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

m. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

n. **No coercion for labor or services.** The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

10. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.
- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- d. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- e. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- f. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- g. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- h. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any

portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

- i. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. **Special Provisions.**

- a. This Agreement may be signed in counterparts and electronic copies shall be treated as originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 9. m. "No coercion for labor or services" and that the facts stated in it are true.

ATTESTED BY:

CITY OF DAYTONA BEACH SHORES:

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

Seal:

MASCI GENERAL CONTRACTOR, INC.



SIGNATURE

Print Name:

Leticia M. Ferreira

Title:

Vice President

STATE OF

FL

COUNTY OF

Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of February, 2025, by Leticia Ferreira of Masci, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced N/A as identification.



Signature of Notary Public - State of Florida

Beth Puma

Printed/Typed/Stamped Name of Notary

My commission expires:

Approved for form and content by:



BETH PUMA
Commission # HH 424578
Expires July 23, 2027

Vose Law Firm, City Attorney

**INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN
THE CITY OF DAYTONA BEACH SHORES, FLORIDA
AND PAUL CULVER CONSTRUCTION, INC.**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this ____ day of _____ 2025, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the "CITY"), and Paul Culver Construction, Inc., a Florida Corporation (hereinafter referred to as the "CONTRACTOR"). The CITY and CONTRACTOR may be collectively referenced herein as the "Parties".

WITNESSETH

WHEREAS, the City has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, Contractor is in the business of general contracting in the City and elsewhere in the State of Florida; and

WHEREAS, Contractor was the successful bidder for an advertised Request for Qualifications, identified as RFQ2025-03, and the City Manager has determined, pursuant to the Daytona Beach Shores Code of Ordinances, that: (1) the price and other terms submitted are fair and reasonable; (2) other prospective respondents had a reasonable opportunity to respond; and (3) the contract and purchase is in the best interest of the City; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process;

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 286.101, Fla. Stat. contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state

agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, this Agreement is in the best interests of the City and its residents.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services on an as needed basis as described in the Bid Documents and the Scope of Services (hereinafter referred to as the “Scope of Services”). The Scope of Services is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in the request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the “Bid Documents, as applicable.” The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
 - d. CONTRACTOR and City may enter into a separate addendum for each job that may arise during the term of this Agreement.

3. **Commencement and completion/Term.** Contractor shall begin and complete the job in accordance with Scope of Services or any addendum thereto.
4. **Payment.**
 - a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in the Scope of Services. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Scope of Services unless mutually agreed by the Parties in writing.
 - b. Progress payments, if any, will be made as set forth in Scope of Services.
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
5. **Termination.** Termination shall in accordance with the terms outlined in the terms of the Scope of Services.
6. **Project management.**
 - a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.
 - i. CITY's Project Manager is Stewart Cruz, AICP, Community Services Director, City of Daytona Beach Shores, or his designee.
 - ii. CONTRACTOR's Project Manager is Paul K. Culver, or his designee
7. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:
 - a. To CITY: Daytona Beach Shores City Commission, Attention: City Manager, 2990 S Atlantic Avenue, Daytona Beach Shores, FL 32118;
 - b. To CONTRACTOR: 201 Osceola Avenue, Daytona Beach, FL 32124.
8. **Insurance.**
 - a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including

death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$500,000.00.
 - c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
9. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Compliance with Code of Federal Regulations:** This contract and related products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with applicable 2 CFR 200.318-326 Provisions and applicable Federal Contract Provisions.
- d. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- e. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

f. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

g. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the

sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

h. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. 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.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118**

- i. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

- j. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
- k. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat
- l. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

m. **Disclosure Requirements for “Foreign Countries of Concern”.** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

n. **No coercion for labor or services.** The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

10. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.
- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- d. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- e. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- f. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- g. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- h. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time

throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

- i. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. **Special Provisions.**

- a. This Agreement may be signed in counterparts and electronic copies shall be treated as originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 9. m. **"No coercion for labor or services"** and that the facts stated in it are true.

ATTESTED BY:

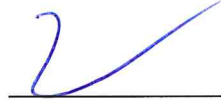
CITY OF DAYTONA BEACH SHORES:

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

Seal:

PAUL CULVER CONSTRUCTION, INC.



SIGNATURE

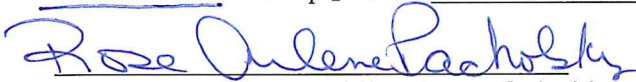
Print Name: Paul K Culver

Title: President

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of February, 2025, by Paul K Culver of Paul Culver Construction, Inc a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.



Signature of Notary Public - State of Florida

Rose Arlene Pacholsky

Printed/Typed/Stamped Name of Notary

My commission expires: 06/10/2028



Approved for form and content by:



Vose Law Firm, City Attorney

**INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN
THE CITY OF DAYTONA BEACH SHORES, FLORIDA
AND ZULU MARINE SERVICES, INC.**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this 24th day of February 2025, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the "CITY"), and Zulu Marine Services, Inc., a Florida Corporation (hereinafter referred to as the "CONTRACTOR"). The CITY and CONTRACTOR may be collectively referenced herein as the "Parties".

WITNESSETH

WHEREAS, the City has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, Contractor is in the business of Dredging/Waterways and related work in the City and elsewhere in the State of Florida; and

WHEREAS, Contractor was the successful bidder for an advertised Request for Qualifications, identified as RFQ2025-03, and the City Manager has determined, pursuant to the Daytona Beach Shores Code of Ordinances, that: (1) the price and other terms submitted are fair and reasonable; (2) other prospective respondents had a reasonable opportunity to respond; and (3) the contract and purchase is in the best interest of the City; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process;

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 286.101, Fla. Stat. contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state

agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, this Agreement is in the best interests of the City and its residents.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services on an as needed basis as described in the Bid Documents and the Scope of Services (hereinafter referred to as the “Scope of Services”). The Scope of Services is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in the request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the “Bid Documents, as applicable.” The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
 - d. CONTRACTOR and City may enter into a separate addendum for each job that may arise during the term of this Agreement.

3. **Commencement and completion/Term.** Contractor shall begin and complete the job in accordance with Scope of Services or any addendum thereto.
4. **Payment.**
 - a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in the Scope of Services. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Scope of Services unless mutually agreed by the Parties in writing.
 - b. Progress payments, if any, will be made as set forth in Scope of Services.
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
5. **Termination.** Termination shall in accordance with the terms outlined in the terms of the Scope of Services.
6. **Project management.**
 - a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.
 - i. CITY's Project Manager is Stewart Cruz, AICP, Community Services Director, City of Daytona Beach Shores, or his designee.
 - ii. CONTRACTOR's Project Manager is Michael "Alex" Batey, or his designee
7. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:
 - a. To CITY: Daytona Beach Shores City Commission, Attention: City Manager, 2990 S Atlantic Avenue, Daytona Beach Shores, FL 32118;
 - b. To CONTRACTOR: 7505 Waters Avenue, Suite A-8, Savanna, GA 31406.
8. **Insurance.**
 - a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of

whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$500,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

9. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Compliance with Code of Federal Regulations:** This contract and related products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with applicable 2 CFR 200.318-326 Provisions and applicable Federal Contract Provisions.
- d. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- e. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- f. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
 - ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
 - iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.
- g. **Indemnification.**
- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by

CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

h. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and

maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. 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.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERI SCHWAB, CITY CLERK
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2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118**

- i. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

- j. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
- k. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat
- l. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

m. **Disclosure Requirements for “Foreign Countries of Concern”.** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

n. **No coercion for labor or services.** The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

10. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.
- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- d. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- e. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- f. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- g. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- h. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time

throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

- i. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. **Special Provisions.**

- a. This Agreement may be signed in counterparts and electronic copies shall be treated as originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 9. m. "No coercion for labor or services" and that the facts stated in it are true.

ATTESTED BY:

CITY OF DAYTONA BEACH SHORES:

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

Seal:

ZULU MARINE SERVICES, INC.

Michael Batey
SIGNATURE
Print Name: Michael "Alex" Batey
Title: Corporate Secretary

STATE OF Georgia
COUNTY OF Liberty

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of February, 2025, by Michael "Alex" Batey of Zulu Marine Services, Inc., a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced NC Drivers License as identification.

Amy E. Thurman
Signature of Notary Public - State of Florida
Amy E. Thurman
Printed/Typed/Stamped Name of Notary
My commission expires: 02/23/2027



Approved for form and content by:

Paul Huz
Vose Law Firm, City Attorney

**REQUEST FOR PROPOSALS
CITY OF DAYTONA BEACH SHORES, FLORIDA
CONTINUING SERVICES FOR MINOR CONSTRUCTION PROJECTS**

NOTICE IS HEREBY GIVEN that the City of Daytona Beach Shores, Volusia County, Florida, is soliciting proposals from various CONTRACTORS to provide all labor and materials for minor projects with minimal design requirements and valued at no more than \$300,000 per project. Submissions will be received until **January 30, 2025 at 2:00pm**, at which time the receiving period will close. Any submission received after the time and date specified above will be returned unopened.

Specifications are on file and available for inspection on DemandStar and in the office of the City Clerk, who can be contacted at (386) 763-5364. Copies thereof may be obtained upon application to said office.

In addition to submitting the complete proposal on a flash drive, please submit One (1) clearly marked *unbound* original (3-hole punched preferred) and five (5) copies of the proposal in a sealed envelope or box addressed to the City Clerk, City of Daytona Beach Shores, 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118, and plainly marked on the outside **“CONTINUING SERVICES FOR MINOR CONSTRUCTION PROJECTS”**. The City is not responsible for the U.S. Mail or private carriers or messengers regarding delivery to the City by the specified time. The City reserves the right to reject any or all submittals and to waive any or all non-substantial irregularities in items received whenever such rejection is in the best interest of the City, or to accept the proposal which best serves the interest of the City. In accordance with Florida Statutes 287.133(2)(a), any 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 on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

CITY OF DAYTONA BEACH SHORES, FL
By:/s/ Cheri Schwab, City Clerk



CITY OF DAYTONA BEACH SHORES FLORIDA

REQUEST FOR PROPOSAL

FOR

CONTINUING SERVICES FOR MINOR CONSTRUCTION PROJECTS

RFP# 2025-03

**RFP ADVERTISEMENT DATE: December 27
RFP SUBMISSION DEADLINE: January 30, 2025
OPENING DATE FOR RFPS SUBMITTED: January 30, 2025, 2:00pm**

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1. PURPOSE & INTENT

It is the intent of the City of Daytona Beach Shores to pre-qualify and enter into Continuing Services Agreements with various CONTRACTORS to provide all labor and materials for minor projects with minimal design requirements and valued at no more than \$300,000 per project. The various work disciplines are listed in Exhibit A (Scope of Services). The exact nature and magnitude of the required services cannot be defined precisely at the time of entering into a Continuing Services Agreement. It is the intent of the City that when services are needed by the City, the City will negotiate with CONTRACTOR(S) with whom the City has a Continuing Services Agreement. The services to be performed by a CONTRACTOR will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time. The City reserves the right to accept or reject any and all proposals or any part of any proposal and to waive any informality concerning the proposals when such rejection or waiver is deemed to be in the best interest of the City of City of Daytona Beach Shores, and to engage in value engineering with the lowest responsive bidder. The requirements contained herein apply to all offers made to the City of City of Daytona Beach Shores by all prospective Proposers and include, but are not limited to, Request for Quotes, Request for Proposal and Invitation to Bid. As such, the words "bid" and "proposal" are interchangeable in reference to all offers submitted by prospective Proposers.

2. PROPOSAL INSTRUCTIONS

The Proposer is directed to deliver sealed proposals to the following address:

**Cheri Schwab, City Clerk
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118**

**THE CITY MUST RECEIVE ALL PROPOSALS
BY 2:00 p.m. on JANUARY 30, 2025.**

All proposals shall be confidential pursuant to Florida Statutes, Chapter 119, entitled Public Records, Paragraph 119.07. All Proposers and their representatives are invited to attend. **The Proposal must show the Proposer's name, bid number, bid name, time and date of the bid opening on the outside of the sealed bid package.** Delivery of the sealed proposals to the City Clerk's Office on or before the above date is solely and strictly the responsibility of the Proposer. **Late proposals will be returned unopened to the Proposer.** The City Manager or designee will be the official authority for determining late bids. The City reserves the right to waive any irregularity or informality in the bids received, to determine, in its sole discretion, whether or not the informality is minor, to reject or accept any or all bids and to select the winner based on criteria which serves the best interests of the City of Daytona Beach Shores.

- A. It is the Proposer's responsibility to read and understand the requirements of this solicitation of proposal. Proposers are required to state exactly what they intend to furnish to the City via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal. Proposers shall **submit one (1) clearly marked unbound original (3-hole punched preferred) and five (5) bound copies of the proposal in a sealed envelope or box, PLUS a flash/jump drive containing one file in PDF format of the hard copy of the proposal exactly as submitted.** The ORIGINAL proposal must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. All quotations must be typewritten or filled in with pen and ink. The Proposer must initial proposals having erasures or corrections in ink.

3. PROPOSAL SUBMISSIONS

All proposals shall be submitted to:

**Cheri Schwab, City Clerk
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118**

Please submit all information as outlined below. The City at its discretion may reject proposals that are substantially incomplete or lack key information. The Proposals shall be concise and straightforward in describing the Proposer's experience and capabilities. Please provide responses to the following:

- A. Proposal Form and Certification:** Complete the form enclosed as **Exhibit B** and return in the submittal.
- B. Standard Contract Addendum:** Execute the Standard Contract Addendum in **Exhibit C** and return in the submittal.
- C. Firm/Proposer Information:** Briefly describe the Proposer's organization and philosophy and, in addition, include the following information:

1. Proposal Information

Proposals shall be clear, concise and submitted per the solicitation requirements.

2. Firm Qualification Data

- a. **Submittal letter:** A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the

Sunbiz website will be signing this RSP submittal, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

b. A brief profile of the firm, including:

1. A brief history of the business;
2. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;
3. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org;
4. Ownership interests;
5. Active business venues (counties, states, etc.);
6. Present status and projected direction of business;
7. The overall qualifications of the business to provide the services requested.
8. Proposer shall also list any lawsuits in which their team (firm & sub consultants) has been involved in relative to company contracts or other company business over the last five (5) years. The proposer shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

c. Project Team

1. Prime Consultant: Professional staff (name, project role, business address, phone number, and e-mail address) including job skills, education (degree and specification), professional training, total years' experience, years' experience with current firm, professional registration, project experiences, and other professional qualification.
2. Sub-consultants: Same as above including number of years' experience working with the proposer and past relationships.

3. Organizational chart: The proposed team (prime & sub-consultants)

4. Professional Certification/Licenses. Proposer and their sub-consultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Proposer and their sub-consultants/Subcontractors shall submit with their submittal, copies of their professional license. Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

5. List of similar projects completed in the applicable work discipline (see Exhibit A Scope of Services) with location, dates of contracts, and references. Specifically identify any similar projects within a coastal community. The references shall include the name, title, address, and phone number of the contact individual. Past performance with the City of Daytona Beach Shores will be considered.

d. Project Approach

Proposer shall explain their internal process, which includes their proposed team, for responding to request for work including their method for quality control.

e. Financial Stability

Proposer shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City.

4. SCHEDULE OF EVENTS

The Schedule as listed below is the City’s intended course of action for this project. The City will follow the schedule to the extent possible; however, the City reserves the right to change both the sequence and timing if deemed necessary.

December 27, 2024	Advertise Proposal
January 20, 2025	Non – Mandatory Pre-Bid Meeting
January 22, 2025	Deadline for Written Questions
January 30, 2025	Deadline for Submission/Public Bid Opening
TBD	Bid Award

5. NON – MANDATORY PRE-BID MEETING

A non - mandatory pre-bid conference will be held on Monday, January 20, 2025, at 10:00 a.m. via Microsoft Teams. This Pre-Proposal conference will allow all Proposers the opportunity to bring forward any questions concerning this proposal. All interested parties are encouraged to

attend and provide their email contact information to the Community Services Director Administrative Assistant, Shannon Flint, at sflint@cityofdbbs.org, no later than January 17, 2025 at 2 PM. A Microsoft Teams Invite for the non-mandatory pre-bid meeting will be sent on January 17, 2025 no later than 4PM.

6. PUBLIC BID OPENING

- A. All bids will be publicly opened immediately following the deadline for submission of the proposals. The purpose of the public bid opening is for an acknowledgement of bids received. No award will be made or implied at this time. Bid documents will not be reviewed or evaluated at the bid opening. No discussion of any nature concerning the bid will be held at this time. A copy of the bid opening form will be posted to City's website after opening.
- B. A review committee will conduct a review of the Proposals and recommend selection of the most qualified Proposals. The selected Proposals and Proposer(s) will be ranked and may be presented to the City Commission for final selection. The City Commission retains the right to accept or reject the recommendations of the review committee and select a qualified firm which, at the sole discretion of the City Commission, is determined to be the best-qualified Proposer(s) to serve the interest of the City.

7. CONTRACT AGREEMENTS

The City anticipates entering into contracts with the various Proposers who submit proposals judged by the City to be in the best interest of the City. The City anticipates awarding numerous contracts. This Request for Proposal does not constitute an offer or a contract with the Proposer.

A contract shall not exist until approved by the appropriate levels of authority in the City and properly executed. This Request for Proposal shall be included in and be made a part of the final award.

8. CLARIFICATIONS OF THE PROPOSAL

The Proposer shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. **Any inquiries, suggestions or requests concerning clarification or solicitation for additional information shall be submitted to the City in accordance with Section 17.** Written or oral responses, as deemed appropriate, will be provided by the City Clerk. The City shall not be responsible for interpretations given by any other City employee or representatives.

9. WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw their bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the City Clerk (see Section 17). After the deadline, proposals become a record of the City and will not be returned to the Proposer.

10. PROPOSAL PREPARATION EXPENSE

The Proposer preparing a bid in response to this proposal shall bear all expenses associated with its preparation. The Proposer shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for the expense of bid preparation and/or presentation.

11. QUALIFICATIONS OF BIDDERS

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein. The selection committee shall utilize the evaluation criteria contained in this Request for Proposal in making the aforementioned determination.

12. PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirement of the bid shall be just cause for the cancellation of the bid award.

13. BID BOND, PERFORMANCE BOND, AND PAYMENT BOND

No Bid Bond or Performance Bond is required.

14. COLLUSION

By affixing its signature to this proposal, the Proposer certifies that its proposal is made without any previous understanding, agreement, or connection with either any previous firms or corporations offering a Bid for the same items, or with the City. The Proposer also certifies that its bid is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

15. COPYRIGHT OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyright or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless for all liability, loss or expense occasioned by any such violation.

16. DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, preference will be given to businesses with drug free workplace programs; whenever bids are similar in all other respects, and, when a Drug Free Workplace Certification is submitted with the bid.

17. PROJECT INQUIRIES

The City will not respond to oral inquiries. Proposer shall submit written inquiries for interpretations of this RFP to:

Shannon Flint, Administrative Assistant, Community Services Department
City of Daytona Beach Shores
AT: EMAIL: Sflint@cityofdb.org OR MAIL: 2990 S. Atlantic Avenue,
Daytona Beach Shores, FL 32118

The City will respond to written inquiries received at least four (4) working days prior to the date scheduled for receiving the proposals. The City will record responses to inquiries and any supplemental instructions in the form of written addenda on the City website at www.cityofdb.org and/or DemandStar, which is the City's online procurement platform. If issued, the City will email or mail addenda to all proposers who receive the RFP, at least two (2) working days before the date fixed for receiving responses.

Proposers, their agents, and associates are encouraged not to contact or solicit any City Commission Member, City employee, or official regarding this RFP prior to, or after the bid opening. Only that individual listed above as the contact person shall be contacted.

It shall be the responsibility of the Proposer, prior to submitting their proposal, to determine if addenda were issued, acknowledging same, and incorporating them into their proposal.

18. CONTACT PROHIBITION

Except as specified in Sec. 5 of this RFP, all prospective proposers are hereby instructed NOT to contact any member of the City Commissioners of the City of Daytona Beach Shores, City Manager, City Clerk, City Attorney or other City of Daytona Beach Shores staff member other than the City Clerk identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

19. PUBLIC ENTITY CRIME INFORMATION STATEMENT

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$15,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

20. DISCLOSURE AND OWNERSHIP OF DOCUMENTS STATEMENT

The Proposer must agree to the following regarding disclosure and ownership of documents:

- A. **Public Record.** The submitted Proposal and any record, document, computerized information and program, audio or video tape, photograph, other writing, or other record of the selected Proposer(s) related, directly or indirectly, to the work identified in the proposal, or any task necessary to complete the final work product shall be deemed to be a public record whether in the possession or control of the City or the selected Proposer(s). Said public record of the Proposer(s) is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Clerk. Upon request by the City, the selected Proposer(s) shall supply copies of said records to the City.
- B. **Reuse of Documents.** The City for any reason or purpose may reuse all documents or public records prepared by the selected Proposer(s) at any time.
- C. **Ownership of Documents.** Upon payment of fees due to the selected Proposer(s), as agreed in the final Contract, all drawings, recommendations, documents, writing, schedule or otherwise, prepared by the selected Proposer(s) in the performance of the scope of work shall be the sole property of the City. The selected Proposer(s) agrees to waive all rights of copyright in said drawings, recommendations, documents, writing, schedule or other instrument produced by the selected Proposer(s) in the performance of the tasks necessary to complete the scope of work.

21. INSURANCE REQUIREMENTS

Insurance Requirements are as follows:

The following are required applicable types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

COVERAGE	MINIMUM LIMITS
General Liability	\$ 2,000,000
Worker's Compensation	Statutory
Auto Liability	\$500,000 per incident

22. E-VERIFY REQUIREMENTS

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

- b) All persons (including subcontractors/vendors) assigned by Contractor / Proposer / Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

23. COMPLIANCE WITH FEMA 2 CFR 200.318-326 AND APPENDIX II CONTRACT PROVISIONS

Proposers are hereby notified that by submitting a proposal to the city that they acknowledge the continuing services contract and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Proposers shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

24. EVALUATION CRITERIA

Each Proposal submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.
2. That the following elements of Contractor's proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the CITY deemed to be in the best interest of the public.
3. Scoring (0-5) shall be assigned as follows. Each criteria will have a weight assigned to calculate total points awarded.
 - 0 - Did not submit
 - 1 - Lowest score, did not meet any of the requirements
 - 2 - Next lowest score, did not meet most of the requirements
 - 3 - Average score, met most of the requirements but not all
 - 4 - Above Average, met all requirements
 - 5 - Exceeds Expectations, meets and exceeds the requirements.
4. Pricing elements shall be scored with lowest price/highest revenue receiving 5 points and calculating down from there based on percentage.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	License, Certifications, etc. • Credentials, qualifications, and years of experience of the staff for both the prime and sub consultants and key personnel as presented by resumes, education, and training. • Professional certifications, titles, and accomplishments of staff. • Affiliations, memberships, and officers of staff in professional organizations.	0-5 Points	20 (20% of Total)
2.	Prime-Sub Relationship Number of Years prime, and sub consultants worked together.	0-5 Points	15 (15% of Total)
3.	Experience Experience in providing similar services / references, including timeliness of performance; in order to evaluate past performance, all proposers are required to submit three (3) references illustrating a minimum of five (5) years' relevant service that are the same or similar to the magnitude of this RRF. For company name and/or ownership changes, appropriate documentation shall be required;	0-5 Points	20 (20% of Total)
4.	Project Approach • Overall project approach to support the needs and objectives of the project. • Whether the firm can perform the contract or provide the service within budget requirements, promptly or within the time specified, without delay or interference. • Quality of performance or previous contracts or services.	0-5 Points	20 (20% of Total)
5.	Workload • Recent, current, and projected workload. • Ability to respond to inquiries in a timely manner; 2 hours for emergency services, 48 hours for non-emergencies. • Quality, availability, and adaptability of the contractual services to the particular use required.	0-5 Points	15 (15% of Total)
6.	Firm • Number of employees, listing of subcontractors, and adequacy of personnel. • Character, integrity, reputation, judgment, and efficiency of the firm. • Location of office facilities and staff within a 50-mile radius from Daytona Beach Shores.	0-5 Points	10 (10% of Total)

25. EXHIBITS

****INCLUDE THE FOLLOWING EXHIBITS A, B & C WITH YOUR PROPOSAL****

EXHIBIT A

SCOPE OF SERVICES RFP 2025-03

GENERAL SCOPE OF SERVICES:

It is the intent of the City of Daytona Beach Shores to pre-qualify and enter into Continuing Services Agreements with various CONTRACTORS to provide all labor and materials for minor projects with minimal design requirements and valued at no more than \$300,000 per project. The various work disciplines are listed below. The exact nature and magnitude of the required services cannot be defined precisely at the time of entering into a Continuing Services Agreement. It is the intent of the City that when services are needed by the City, the City will negotiate with CONTRACTOR(S) with whom the City has a Continuing Services Agreement. The services to be performed by a CONTRACTOR will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time.

Work Disciplines

Contractors may apply for more than one discipline.

Check the box/boxes below that apply and include this page in the proposal.

- ☐ Dune walkovers
- ☐ Carpentry
- ☐ Concrete Work
- ☐ Overhead Door Work
- ☐ Entry Gates/Fencing
- ☐ Roofing
- ☐ Demolition
- ☐ Electrical Work
- ☐ Plumbing/Backflows
- ☐ HVAC
- ☐ Paving
- ☐ Site Work
- ☐ Interior Design and Furnishings
- ☐ Dredging/Waterways Related Work

Work Experience

Include a general description of experience in the work discipline/disciplines checked in the proposal. Work experience should be within the last three years.

References

Include at least three (3) references for work experience projects completed in the last three (3) years in the work discipline. Include the name, title, address, and phone number of the contact individual. Past performance with the City of Daytona Beach Shores will be considered.

EXHIBIT B
PROJECT FORM & CERTIFICATION – RFP 2025-03

Proposer Name: _____

Address _____

City: _____ State _____ Zip _____

Telephone _____ Fax _____ Internet Address _____

Type of Business (Corporation, Partnership, Other – Specify) _____

Tax ID number (EIN/SSN): _____

Certification: The undersigned hereby confirms as follows:

- A. I am a duly authorized agent of the Company/Individual submitting the proposal;
- B. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.
- C. My firm, _____, agrees to hold all prices, terms and conditions firm for acceptance for ninety (90) calendar days following the date and time of the bid opening.

Variations

The Proposer shall identify all variations and exceptions taken to this RFP in the space provided below unless such variation is expressly prohibited in the RFP documents. If no variations are listed here, it is understood that the Proposer fully complies with the terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Attach additional sheets as necessary.

By: _____
Manual Signature of Agent

Date

Typed/Printed Name of Agent

Title of Agent

Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

EXHIBIT C
CITY OF DAYTONA BEACH SHORES, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2025, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of _____, 2025 (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118.**

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095,

Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial

Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports etc, which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor’s social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency as provided in Section 11.4 of the Agreement, to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably

assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;

6. Enticing or luring any person by fraud or deceit; or

7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Print Name: _____

Title: _____

Company: _____

ATTEST:

City of Daytona Beach Shores

Cheri Schwab, City Clerk

APPROVED AS TO FORM

City Attorney



RFP2025-03 SELECTION COMMITTEE FINDINGS AND RECOMMENDATIONS
FOR
CONTINUING SERVICES FOR MINOR CONSTRUCTION PROJECTS

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I. Project Objective

The objective of the selection committee is to select the preferred general contractors to perform as-needed construction and trade work as noted in the scope of work outlined in RFP2025-03 Exhibit A, 1st Addendum, and as follows:

- Dune walkovers
- Carpentry
- Concrete Work
- Overhead Door Work
- Entry Gates/Fencing
- Roofing
- Demolition
- Electrical Work
- Plumbing/Backflows
- HVAC
- Paving
- Site Work
- Interior Design and Furnishings
- Dredging/Waterways Related Work

II. Evaluation Criteria

As part of the RFP response, respondents were asked to submit statements of qualifications, experience, and references pertaining to similar projects in which they were/are involved. The selection committee utilized the City's evaluation criteria prescribed in RFP2025-03 Section 24 and as outlined below.

RFP2025-03 SECTION 24: Evaluation Criteria

Each Proposal submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.
2. That the following elements of Contractor's proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the CITY deemed to be in the best interest of the public.

3. Scoring (0-5) shall be assigned as follows. Each criteria will have a weight assigned to calculate total points awarded.
 - 0 - Did not submit
 - 1 - Lowest score, did not meet any of the requirements
 - 2 - Next lowest score, did not meet most of the requirements
 - 3 - Average score, met most of the requirements but not all
 - 4 - Above Average, met all requirements
 - 5 - Exceeds Expectations, meets and exceeds the requirements.

4. Pricing elements shall be scored with lowest price/highest revenue receiving 5 points and calculating down from there based on percentage.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	License, Certifications, etc. • Credentials, qualifications, and years of experience of the staff for both the prime and sub consultants and key personnel as presented by resumes, education, and training. • Professional certifications, titles, and accomplishments of staff. • Affiliations, memberships, and officers of staff in professional organizations.	0-5 Points	20 (20% of Total)
2.	Prime-Sub Relationship Number of Years prime, and sub consultants worked together.	0-5 Points	15 (15% of Total)
3.	Experience	0-5 Points	20 (20% of Total)

Experience in providing similar services / references, including timeliness of performance; in order to evaluate past performance, all proposers are required to submit three (3) references illustrating a minimum of five (5) years' relevant service that are the same or similar to the magnitude of this RRF. For company name and/or ownership changes, appropriate documentation shall be required;			
4.	Project Approach • Overall project approach to support the needs and objectives of the project. • Whether the firm can perform the contract or provide the service within budget requirements, promptly or within the time specified, without delay or interference. • Quality of performance or previous contracts or services.	0-5 Points	20 (20% of Total)
5.	Workload • Recent, current, and projected workload. • Ability to respond to inquiries in a timely manner; 2 hours for emergency services, 48 hours for non-emergencies. • Quality, availability, and adaptability of the contractual services to the particular use required.	0-5 Points	15 (15% of Total)
6.	Firm • Number of employees, listing of subcontractors, and adequacy of personnel. • Character, integrity, reputation, judgment, and efficiency of the firm.	0-5 Points	10 (10% of Total)

	• Location of office facilities and staff within a 50-mile radius from Daytona Beach Shores.		
--	--	--	--

III. Selection Committee

Committee members evaluated each proposal and scored accordingly pursuant to the evaluation criteria. Members of the committee and subgroups are as follows:

1. Tom Brown, Deputy Director Public Works
2. Stewart Cruz, Community Services Director
3. Steve Edmunds, Building Official
4. Ryan Lamberson, Streets/Parks Supervisor
5. Kurt Swartzlander, City Manager

IV. Proposals Submitted

Five firms submitted proposals in response to RFP2025-03. The proposing firms are listed below.

1. AG Pifer Construction, Inc.
2. CCC Cathcart, Inc.
3. Garcia Civil Contractors, Inc.
4. Jackson Street Construction, dba 321 Construction, Inc.
5. Masci General Contractor, Inc.
6. Paul Culver Construction, Inc.
7. Turnbull Construction Group, Inc
8. Zulu Marine, Inc.

V. Scoring and Selection

The selection committee met on February 20, 2025, at 1:30pm. Each committee member discussed their scoring/ranking of their respective proposals. Attached are the scoring/rankings provided by each committee member.

The meeting minutes and detailed selection rating forms are located in Appendix A. The committee meeting ended at approximately 1:55pm.

VI. Conclusion and Recommendation

The selection committee's evaluation of the proposals submitted resulted in the committee's decision to recommend AG Pifer Construction, Inc. [General Construction], Masci General Contractor, Inc. [Paving and related services], Paul Culver Construction, Inc. [General Construction], and Zulu Marine, Inc. [Dredging and waterworks] as awardees for this RFP.

VII. Appendix A – Selection Committee Rating Forms & Minutes

|Selection Committee

Minor Construction
February 20, 2025
1:30 pm

Present: Stewart Cruz, Kurt Swartzlander, Steve Edmunds,
Tom Brown, Ryan Lamberson, Cheri Schwab

Stewart explained that he felt the bids didn't come in the way he hoped. Most were General Contractors and not a specified trade. He liked Masci for paving and ranked 1) Paul Culver and 2) Turnbull.

Ryan agreed with Masci for paving and ranked 1) Culver, 2) 321 3) Turnbull.

Tom had 1) Culver and 2) 321. He agree with Masci for paving.

Steve had 1) Pifer 2) Culver and 3) Masci

Kurt agreed with a contract with Masci for paving, contract with Zulu for water dredging and then ranked 1) Culver and 2) Pifer.

Final standings – Masci for paving, Zulu for water dredging, Culver and Pifer for GC.

2-20-25
Stewart

DBS MINOR CONSTRUCTION PROJECTS RFQ2025-03 SELECTION RATING FORM

RFQ-Sec.	Weighted Criteria	Max Points	Weight	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
4.1.1	License, Certifications	5	20%	3	0.6	4	0.8	4	0.8	3	0.6	4	0.8	3	0.6	3	0.6	3	0.6
4.1.2	Prime-Sub Relationship	5	15%	1	0.15	4	0.6	3	0.45	1	0.15	4	0.6	3	0.45	4	0.6	2	0.3
4.1.3	Experience	5	20%	3	0.6	4	0.8	4	0.8	3	0.6	4	0.8	3	0.6	4	0.8	3	0.6
4.1.4	Project Approach	5	20%	1	0.2	2	0.4	2	0.4	3	0.6	2	0.4	3	0.6	2	0.4	3	0.6
4.1.5	Workload	5	15%	3.5	0.525	3	0.45	3	0.45	4	0.6	3	0.45	3	0.45	3.5	0.525	3	0.45
4.1.5	Firm	5	10%	2.5	0.25	3.5	0.35	3.5	0.35	3.5	0.35	2.5	0.25	3.5	0.35	3.5	0.35	2.5	0.25
NOTE: Criteria Description Provide In Separate Tab				100%	2.325	8	2.325	8	2.325	8	2.325	8	2.325	8	2.325	8	2.325	8	2.325
Committee Meeting Date:				SPECIALTY				GC Cathcart				GC Garcia Civil				GC Jackson Street			
Committee Member Name:				Location				Contract				Recommendation				GC Masci General			

KURT SWARTZLANDER

DBS MINOR CONSTRUCTION PROJECTS RFQ2025-03 SELECTION RATING FORM

RFQ-Sec.	Weighted Criteria	Max Points	Score	Weight	AG Pifer Construction, Inc.	CCC Cathcart	Garcia Civil Contractors	Jackson Street Construction BDA 321 Construction	Masci General Contractor, Inc.	Paul Culver Construction, Inc.	Turnbull Construction Group	Zulu Construction Group
4.1.1	License, Certifications	5	20%		0	0	0	0	0	0	0	0
4.1.2	Prime-Sub Relationship	5	15%		0	0	0	0	0	0	0	0
4.1.3	Experience	5	20%		0	0	0	0	0	0	0	0
4.1.4	Project Approach	5	20%		0	0	0	0	0	0	0	0
4.1.5	Workload	5	15%		0	0	0	0	0	0	0	0
4.1.5	Firm	5	10%		0	0	0	0	0	0	0	0
NOTE: Criteria Description Provide In Separate Tab				30	100%							
Committee Meeting Date:				Weighted Score								
Committee Member Name:												

Dune walkovers
Carpentry
Concrete Work
Overhead Door Work
Entry Gates/Fencing
Roofing
Demolition
Electrical Work
Plumbing/Backflows
HVAC
Paving
Site Work
Interior Design and Furnishings
Dredging/Waterways Related Work

	AG Pifer Construction, Inc.	CCC Cathcart	Garcia Civil Contractors	Jackson Street Construction BDA 321 Construction	Masci General Contractor, Inc.	Paul Culver Construction, Inc.	Turnbull Construction Group	Zulu Construction Group
	X	X					SUB	
	X			X			SUB	
	X	X		X			SUB	
				X			SUB	
		X		X			SUB	
	X			X			SUB	
	X			X			SUB	
	X			SUB			SUB	
	SUB			SUB			SUB	
	SUB			SUB			SUB	
	X	X			X		SUB	
	SUB	X					SUB	
				X				X

DBS MINOR CONSTRUCTION PROJECTS RFQ2025-03 SELECTION RATING FORM

RFQ-Sec.	Weighted Criteria	Max Points	Score	Weight	AG Pifer Construction, Inc.	CCC Cathcart	Garcia Civil Contractors	Jackson Street Construction BDA 321 Construction	Masci General Contractor, Inc.	Paul Culver Construction, Inc.	Turnbull Construction Group	Zulu Construction Group
4.1.1	License, Certifications	5	20%		4	4	3	3	3	5	3	
4.1.2	Prime-Sub Relationship	5	15%		3	3	9	3	0	2	4	
4.1.3	Experience	5	20%		3	3	4	3	3	5	3	
4.1.4	Project Approach	5	20%		1	1	3	4	1	4	3	
4.1.5	Workload	5	15%		3	3	3	4	4	3	2	
4.1.5	Firm	5	10%		3	3	3	4	4	4	1	
NOTE: Criteria Description Provide In Separate Tab				30	100%	17	16	16	21	15	23	16
Committee Meeting Date:				1/13/2025								
Committee Member Name:				Tom Brown								

Ryan

DBS MINOR CONSTRUCTION PROJECTS RFQ2025-03 SELECTION RATING FORM

RFQ-Seq.	Weighted Criteria	Max Points	Score	Weight	AG Pifer Construction, Inc	CCC Cathcart	Garcial Civil Contractors	Jackson Street Construction BDA 321 Construction	Masci General Contractor, Inc	Paul Culver Construction, Inc	Turnbull	Zulu
4.1.1	License, Certifications	5	5	20%	2	5	4	4	5	5	4	4
4.1.2	Prime-Sub Relationship	5	5	15%	0	5	4	5	5	5	5	5
4.1.3	Experience	5	5	20%	4	5	3	5	5	5	5	5
4.1.4	Project Approach	5	5	20%	3	4	3	5	2	5	5	5
4.1.5	Workload	5	5	15%	3	4	2	5	4	4	4	4
4.1.5	Firm	5	5	10%	3	4	3	4	4	4	4	4
NOTE: Criteria Description Provide in Separate Tab		30		100%	14	27	19	28	24	25	27	24

Committee Meeting Date: 2/13/25
Committee Member Name: Ryan Lamberson

2 PAVING 1 DREDGING

Ag Pifer

Steve Edmunds #1

DBS MINOR CONSTRUCTION PROJECTS RFQ2025-03 SELECTION RATING FORM

RFQ-Seq.	Weighted Criteria	Max Points	Score	Weight	AG Pifer Construction, Inc	CCC Cathcart	Garcial Civil Contractors	Jackson Street Construction BDA 321 Construction	Masci General Contractor, Inc	Paul Culver Construction, Inc
4.1.1	License, Certifications	5	5	20%	1	0	0	0	0	0
4.1.2	Prime-Sub Relationship	5	5	15%	1.75	0	0	0	0	0
4.1.3	Experience	5	5	20%	1	0	0	0	0	0
4.1.4	Project Approach	5	4	20%	1.80	0	0	0	0	0
4.1.5	Workload	5	5	15%	1.75	0	0	0	0	0
4.1.5	Firm	5	5	10%	1.50	0	0	0	0	0
NOTE: Criteria Description Provide in Separate Tab		30		100%	4.80					

Committee Meeting Date:
Committee Member Name:

no overhead door? CGC

Turnbull

Steve Edmunds

DBS MINOR CONSTRUCTION PROJECTS RFQ2025-03 SELECTION RATING FORM

RFQ-Seq.	Weighted Criteria	Max Points	Score	Weight	AG Pifer Construction, Inc	CCC Cathcart	Garcial Civil Contractors	Jackson Street Construction BDA 321 Construction	Masci General Contractor, Inc	Paul Culver Construction, Inc
4.1.1	License, Certifications	5	5	20%	1	0	0	0	0	0
4.1.2	Prime-Sub Relationship	5	5	15%	1.75	0	0	0	0	0
4.1.3	Experience	5	5	20%	1	0	0	0	0	0
4.1.4	Project Approach	5	4	20%	1.80	0	0	0	0	0
4.1.5	Workload	5	4	15%	1.60	0	0	0	0	0
4.1.5	Firm	5	4	10%	1.40	0	0	0	0	0
NOTE: Criteria Description Provide in Separate Tab		30		100%	4.55					

Committee Meeting Date:
Committee Member Name:

Engineer on staff

no interior dredging
new company

Paul Culver

STEVE EDWARDS #2

DBS MINOR CONSTRUCTION PROJECTS RFQ2025-03 SELECTION RATING FORM

RFQ-Sec.	Weighted Criteria	Max Points	Score	Weight	AG Pifer Construction, Inc	CCC Cathcart	Garcial Civil Contractors	Jackson Street Construction SDA 321 Construction	Mascl General Contractor, Inc	Paul Culver Construction, Inc
4.1.1	License, Certifications	5	5	20%	1	0	0	0	0	0
4.1.2	Prime-Sub Relationship	5	4	15%	.60	0	0	0	0	0
4.1.3	Experience	5	5	20%	1	0	0	0	0	0
4.1.4	Project Approach	5	4	20%	.80	0	0	0	0	0
4.1.5	Workload	5	4	15%	.60	0	0	0	0	0
4.1.5	Firm	5	4	10%	.40	0	0	0	0	0
NOTE: Criteria Description Provide in Separate Tab		30		100%						

Committee Meeting Date:
Committee Member Name:

4.40

no Exhibit A

Change orders

Garcia

STEVE EDWARDS

DBS MINOR CONSTRUCTION PROJECTS RFQ2025-03 SELECTION RATING FORM

RFQ-Sec.	Weighted Criteria	Max Points	Score	Weight	AG Pifer Construction, Inc	CCC Cathcart	Garcial Civil Contractors	Jackson Street Construction SDA 321 Construction	Mascl General Contractor, Inc	Paul Culver Construction, Inc
4.1.1	License, Certifications	5	3	20%	.60	0	0	0	0	0
4.1.2	Prime-Sub Relationship	5	1	15%	.15	0	0	0	0	0
4.1.3	Experience	5	2	20%	.40	0	0	0	0	0
4.1.4	Project Approach	5	2	20%	.40	0	0	0	0	0
4.1.5	Workload	5	2	15%	.30	0	0	0	0	0
4.1.5	Firm	5	2	10%	.20	0	0	0	0	0
NOTE: Criteria Description Provide in Separate Tab		30		100%						

Committee Meeting Date:
Committee Member Name:

2.05

no Schedule A

Civil work Experience only

321 construction

Steve Edmunds

DBS MINOR CONSTRUCTION PROJECTS RFQ2025-03 SELECTION RATING FORM

RFQ-Sec.	Weighted Criteria	Max Points	Score	Weight	AG Pifer Construction, Inc	CCC Cathcart	Garcia Civil Contractors	Jackson Street Construction SDA	Masol General Contractor, Inc	Paul Culver Construction, Inc
4.1.1	License, Certifications	5	5	20%	1	0	0	0	0	0
4.1.2	Prime-Sub Relationship	5	5	15%	.75	0	0	0	0	0
4.1.3	Experience	5	3	20%	.60	0	0	0	0	0
4.1.4	Project Approach	5	3	20%	.60	0	0	0	0	0
	Workload	5	3	15%	.45	0	0	0	0	0
4.1.5	Firm	5	3	10%	.30	0	0	0	0	0
NOTE: Criteria Description Provide In Separate Tab		30		100%						

Committee Meeting Date:
Committee Member Name:

3.70

no Drive walkovers
no paving
site work
Dredging

of employees

Cathcart

Steve Edmunds

DBS MINOR CONSTRUCTION PROJECTS RFQ2025-03 SELECTION RATING FORM

RFQ-Sec.	Weighted Criteria	Max Points	Score	Weight	AG Pifer Construction, Inc	CCC Cathcart	Garcia Civil Contractors	Jackson Street Construction SDA	Masol General Contractor, Inc	Paul Culver Construction, Inc
4.1.1	License, Certifications	5	5	20%	1	0	0	0	0	0
4.1.2	Prime-Sub Relationship	5	3	15%	.45	0	0	0	0	0
4.1.3	Experience	5	3	20%	.60	0	0	0	0	0
4.1.4	Project Approach	5	4	20%	.80	0	0	0	0	0
	Workload	5	3	15%	.45	0	0	0	0	0
4.1.5	Firm	5	3	10%	.30	0	0	0	0	0
NOTE: Criteria Description Provide In Separate Tab		30		100%						

Committee Meeting Date:
Committee Member Name:

3.60

no exhibit A
Appears only site work

MASCI

STEVE Edmonds

DBS MINOR CONSTRUCTION PROJECTS RFQ2025-03 SELECTION RATING FORM

RFQ-Seq.	Weighted Criteria	Max Points	Score	Weight	AG Pifer Construction, Inc	CCC Cathcart Contractors	Garcial Civil Contractors	Jackson Street Construction SDA	Mascl General Contractor, Inc	Paul Culver Construction, Inc
4.1.1	License, Certifications	5	4	20%	.80	0	0	0	0	0
4.1.2	Prime-Sub Relationship	5	2	15%	.15	0	0	0	0	0
4.1.3	Experience	5	2	20%	.40	0	0	0	0	0
4.1.4	Project Approach	5	4	20%	.80	0	0	0	0	0
	Workload	5	3	15%	.45	0	0	0	0	0
4.1.5	Firm	5	7	10%	.30	0	0	0	0	0
NOTE: Criteria Description Provide in Separate Tab		30		100%						

Committee Meeting Date:
Committee Member Name:

2.90

Schedule A paving only

Zulu

STEVE Edmonds

DBS MINOR CONSTRUCTION PROJECTS RFQ2025-03 SELECTION RATING FORM

RFQ-Seq.	Weighted Criteria	Max Points	Score	Weight	AG Pifer Construction, Inc	CCC Cathcart Contractors	Garcial Civil Contractors	Jackson Street Construction SDA	Mascl General Contractor, Inc	Paul Culver Construction, Inc
4.1.1	License, Certifications	5	1	20%	.20	0	0	0	0	0
4.1.2	Prime-Sub Relationship	5	1	15%	.15	0	0	0	0	0
4.1.3	Experience	5	1	20%	.20	0	0	0	0	0
4.1.4	Project Approach	5	2	20%	.40	0	0	0	0	0
	Workload	5	2	15%	.30	0	0	0	0	0
4.1.5	Firm	5	7	10%	.30	0	0	0	0	0
NOTE: Criteria Description Provide in Separate Tab		30		100%						

Committee Meeting Date:
Committee Member Name:

1.45

Dredging sigl



CITY COMMISSION AGENDA MEMORANDUM MARCH 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Approval of Independent Contractor's Agreements For Building Division and Fire Plan Review Services

SYNOPSIS:

On December 27, 2024, the City posted a request for proposal (RFP2025-04) for continuing services for building division services. The purpose of the RFP is to receive and select proposals from qualified firms skilled in providing building division services on an as-needed basis. Building division services may include, but are not limited to, building official, building inspector, plans reviewer, building code and permitting services, etc. On January 14, 2025, the City provided an addendum to the RFP to include fire plan review services on an as-needed basis.

The RFP selection committee met on February 20, 2025, to evaluate the five proposals submitted. The selection committee's evaluation resulted in the following recommendations found below: (1) CCC Services, LLC [Fire Plan Review]; (2) PDCS, LLC [Building Division Services & Fire Plan Review] and (3) UES Professional Solutions, LLC [Building Division Services].

Attached is the detailed selection committee report. If approved, the proposed firms will be engaged through the City's standard independent contractor's agreement (attached).

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval of the following firms for continuing services with the City for building division and fire plan review services, respectively, as follows: (1) CCC Services, LLC [Fire Plan Review Services]; (2)

PDCS, LLC [Building Division & Fire Plan Review Services] and (3) UES Professional Solutions, LLC [Building Division Services].

SUGGESTED MOTION:

Approval of the following firms for continuing services with the City for building division and fire plan review services, respectively, as follows: (1) CCC Services, LLC [Fire Plan Review Services]; (2) PDCS, LLC [Building Division & Fire Plan Review Services] and (3) UES Professional Solutions, LLC [Building Division Services].

- ATTACHMENT:**
1. ICA-Fire Plan Review Services-CCC Services
 2. ICA-Building Services AND Fire Plan Review Services -PDCS LLC
 3. ICA - Building Services-UES Professional Solutions
 4. Exhibit A-Building Department Services-RFP2025-04-12-21-24-Revised
 5. Addendum to Exhibit A-RFP-2025-04-1-14-25
 6. RFQ2025-04 Selection Committee Findings and Recommendations

**INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN
THE CITY OF DAYTONA BEACH SHORES, FLORIDA
AND CCC SERVICES, LLC.**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this 25th day of February 2025, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the "CITY"), and CCC Services, LLC, a Florida Limited Liability Company (hereinafter referred to as the "CONTRACTOR"). The CITY and CONTRACTOR may be collectively referenced herein as the "Parties".

WITNESSETH

WHEREAS, the City has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, Contractor is in the business of Fire Plan Review and Related Services in the City and elsewhere in the State of Florida; and

WHEREAS, Contractor was the successful bidder for an advertised Request for Qualifications, identified as RFQ2025-04, and the City Manager has determined, pursuant to the Daytona Beach Shores Code of Ordinances, that: (1) the price and other terms submitted are fair and reasonable; (2) other prospective respondents had a reasonable opportunity to respond; and (3) the contract and purchase is in the best interest of the City; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process;

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 286.101, Fla. Stat. contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state

agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, this Agreement is in the best interests of the City and its residents.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services on an as needed basis as described in the Bid Documents and the Scope of Services (hereinafter referred to as the “Scope of Services”). The Scope of Services is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in the request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the “Bid Documents, as applicable.” The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
 - d. CONTRACTOR and City may enter into a separate addendum for each job that may arise during the term of this Agreement.

3. **Commencement and completion/Term.** Contractor shall begin and complete the job in accordance with Scope of Services or any addendum thereto.
4. **Payment.**
 - a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in the Scope of Services. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Scope of Services unless mutually agreed by the Parties in writing.
 - b. Progress payments, if any, will be made as set forth in Scope of Services.
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
5. **Termination.** Termination shall in accordance with the terms outlined in the terms of the Scope of Services.
6. **Project management.**
 - a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.
 - i. CITY's Project Manager is Stewart Cruz, AICP, Community Services Director, City of Daytona Beach Shores, or his designee.
 - ii. CONTRACTOR's Project Manager is Terry Griffiths, or his designee
7. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:
 - a. To CITY: Daytona Beach Shores City Commission, Attention: City Manager, 2990 S Atlantic Avenue, Daytona Beach Shores, FL 32118;
 - b. To CONTRACTOR: 1702 N. Woodland Blvd, #116-455, Deland, FL 32720.
8. **Insurance.**
 - a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including

death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
9. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be

due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.

- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Compliance with Code of Federal Regulations:** This contract and related products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with applicable 2 CFR 200.318-326 Provisions and applicable Federal Contract Provisions.
- d. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- e. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- f. **Independent contractor.**
 - i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the

CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

g. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
 - iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.
- h. **Public records.**
- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. 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.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118**

- i. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.
- j. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other

purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.

- k. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat
- l. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- m. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state

agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

- n. **No coercion for labor or services.** The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

10. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Non-appropriation.** CITY’s performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY’s annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The

termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- d. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- e. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- f. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- g. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- h. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

- i. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
 - j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
11. **Special Provisions.**
- a. This Agreement may be signed in counterparts and electronic copies shall be treated as originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 9. m. **"No coercion for labor or services"** and that the facts stated in it are true.

ATTESTED BY:

CITY OF DAYTONA BEACH SHORES:

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

Seal:

CCC SERVICES, LLC

Brenda J. Griffiths

SIGNATURE

Print Name: Brenda J. Griffiths

Title: Manager / owner

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of Feb, 2025, by Brenda J. Griffiths of CCC Services LLC, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Melissa Anderson

Signature of Notary Public - State of Florida

Melissa Anderson

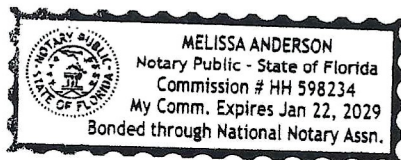
Printed/Typed/Stamped Name of Notary

My commission expires: 1-22-29

Approved for form and content by:

Paul Hux

Vose Law Firm, City Attorney



**INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN
THE CITY OF DAYTONA BEACH SHORES, FLORIDA
AND PDCS, LLC.**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this _____ day of _____ 2025, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the "CITY"), and PDCS, LLC, a Florida Limited Liability Company (hereinafter referred to as the "CONTRACTOR"). The CITY and CONTRACTOR may be collectively referenced herein as the "Parties".

WITNESSETH

WHEREAS, the City has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, Contractor is in the business of Building Department and Fire Plan Review Services in the City and elsewhere in the State of Florida; and

WHEREAS, Contractor was the successful bidder for an advertised Request for Qualifications, identified as RFQ2025-04, and the City Manager has determined, pursuant to the Daytona Beach Shores Code of Ordinances, that: (1) the price and other terms submitted are fair and reasonable; (2) other prospective respondents had a reasonable opportunity to respond; and (3) the contract and purchase is in the best interest of the City; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process;

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 286.101, Fla. Stat. contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state

agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, this Agreement is in the best interests of the City and its residents.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services on an as needed basis as described in the Bid Documents and the Scope of Services (hereinafter referred to as the "Scope of Services"). The Scope of Services is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in the request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
 - d. CONTRACTOR and City may enter into a separate addendum for each job that may arise during the term of this Agreement.

3. **Commencement and completion/Term.** Contractor shall begin and complete the job in accordance with Scope of Services or any addendum thereto.
4. **Payment.**
 - a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in the Scope of Services. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Scope of Services unless mutually agreed by the Parties in writing.
 - b. Progress payments, if any, will be made as set forth in Scope of Services.
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
5. **Termination.** Termination shall in accordance with the terms outlined in the terms of the Scope of Services.
6. **Project management.**
 - a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.
 - i. CITY's Project Manager is Stewart Cruz, AICP, Community Services Director, City of Daytona Beach Shores, or his designee.
 - ii. CONTRACTOR's Project Manager is Paul Smith, or his designee
7. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:
 - a. To CITY: Daytona Beach Shores City Commission, Attention: City Manager, 2990 S Atlantic Avenue, Daytona Beach Shores, FL 32118;
 - b. To CONTRACTOR: 3361 Rouse Rd. Suite 210, Orlando, FL 32817
8. **Insurance.**
 - a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of

whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$500,000.00.
 - c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
9. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Compliance with Code of Federal Regulations:** This contract and related products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with applicable 2 CFR 200.318-326 Provisions and applicable Federal Contract Provisions.
- d. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- e. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

f. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

g. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the

sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

h. Public records.

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. 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.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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DAYTONA BEACH SHORES
FLORIDA 32118**

- i. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

- j. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
- k. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat
- l. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

m. **Disclosure Requirements for “Foreign Countries of Concern”.** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

n. **No coercion for labor or services.** The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

10. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.
- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- d. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- e. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- f. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- g. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- h. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any

portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

- i. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. **Special Provisions.**

- a. This Agreement may be signed in counterparts and electronic copies shall be treated as originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 9. m. "No coercion for labor or services" and that the facts stated in it are true.

ATTESTED BY:

CITY OF DAYTONA BEACH SHORES:

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

Seal:

PDCS, LLC



SIGNATURE

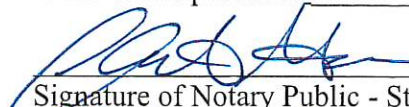
Print Name: PAUL E. SMITH

Title: MANAGING PARTNER

STATE OF Florida

COUNTY OF Orange

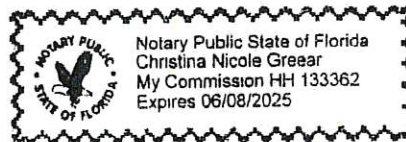
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of February, 2025, by Paul Smith of PDCS, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.



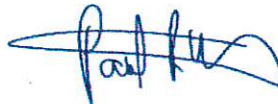
Signature of Notary Public - State of Florida
Christina Greear

Printed/Typed/Stamped Name of Notary

My commission expires: 06/08/2025



Approved for form and content by:



Vose Law Firm, City Attorney

**INDEPENDENT CONTRACTOR'S AGREEMENT BY AND BETWEEN
THE CITY OF DAYTONA BEACH SHORES, FLORIDA
AND UES PROFESSIONAL SOLUTIONS, LLC.**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this 25 day of February 2025, by and between THE CITY OF DAYTONA BEACH SHORES, FLORIDA, a Florida municipality (hereinafter referred to as the "CITY"), and UES Professional Solutions, LLC, a Florida Limited Liability Company (hereinafter referred to as the "CONTRACTOR"). The CITY and CONTRACTOR may be collectively referenced herein as the "Parties".

WITNESSETH

WHEREAS, the City has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, Contractor is in the business of Building Department Services in the City and elsewhere in the State of Florida; and

WHEREAS, Contractor was the successful bidder for an advertised Request for Qualifications, identified as RFQ2025-04, and the City Manager has determined, pursuant to the Daytona Beach Shores Code of Ordinances, that: (1) the price and other terms submitted are fair and reasonable; (2) other prospective respondents had a reasonable opportunity to respond; and (3) the contract and purchase is in the best interest of the City; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process;

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 286.101, Fla. Stat. contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state

agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, this Agreement is in the best interests of the City and its residents.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services on an as needed basis as described in the Bid Documents and the Scope of Services (hereinafter referred to as the “Scope of Services”). The Scope of Services is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in the request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the “Bid Documents, as applicable.” The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
 - d. CONTRACTOR and City may enter into a separate addendum for each job that may arise during the term of this Agreement.

3. **Commencement and completion/Term.** Contractor shall begin and complete the job in accordance with Scope of Services or any addendum thereto.
4. **Payment.**
 - a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in the Scope of Services. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Scope of Services unless mutually agreed by the Parties in writing.
 - b. Progress payments, if any, will be made as set forth in Scope of Services.
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
5. **Termination.** Termination shall in accordance with the terms outlined in the terms of the Scope of Services.
6. **Project management.**
 - a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.
 - i. CITY's Project Manager is Stewart Cruz, AICP, Community Services Director, City of Daytona Beach Shores, or his designee.
 - ii. CONTRACTOR's Project Manager is Brian C. Pohl, PE, or his designee
7. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:
 - a. To CITY: Daytona Beach Shores City Commission, Attention: City Manager, 2990 S Atlantic Avenue, Daytona Beach Shores, FL 32118;
 - b. To CONTRACTOR: 911 Beville Road, Suite 3, South Daytona, FL 32119.
8. **Insurance.**
 - a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including

death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$500,000.00.
 - c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
9. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Compliance with Code of Federal Regulations:** This contract and related products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with applicable 2 CFR 200.318-326 Provisions and applicable Federal Contract Provisions.
- d. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- e. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

f. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

g. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the

sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

h. Public records.

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. 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.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118**

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- j. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
- k. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat
- l. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

m. **Disclosure Requirements for “Foreign Countries of Concern”.** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

n. **No coercion for labor or services.** The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

10. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.
- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- d. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- e. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- f. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- g. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- h. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any

portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

- i. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. **Special Provisions.**

- a. This Agreement may be signed in counterparts and electronic copies shall be treated as originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 9. m. **"No coercion for labor or services"** and that the facts stated in it are true.

ATTESTED BY:

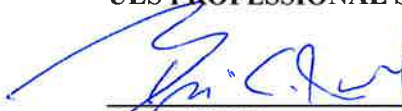
CITY OF DAYTONA BEACH SHORES:

By: Cheri Schwab, City Clerk

Nancy Miller, Mayor, and Chairperson
of the City Commission

Seal:

UES PROFESSIONAL SOLUTIONS, LLC



SIGNATURE
Print Name: Brian Pohl
Title: Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of February, 2025, by Brian Pohl of UES, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.



Signature of Notary Public - State of Florida
Carleen M. Eberhardt
Printed/Typed/Stamped Name of Notary
My commission expires: 6/22/27

Approved for form and content by:



Vose Law Firm, City Attorney



**REQUEST FOR PROPOSALS
CITY OF DAYTONA BEACH SHORES, FLORIDA
BUILDING OFFICIAL, BUILDING INSPECTOR, PLANS REVIEWER, BUILDING
CODE AND PERMITTING DEPARTMENT SERVICES**

NOTICE IS HEREBY GIVEN that the City of Daytona Beach Shores, Volusia County, Florida, is soliciting proposals from qualified consulting firms/individuals to provide Building Official, Building Inspector, Plans Reviewer, Building Codes and/or Permitting services. Submissions will be received until **January 30, 2025 at 3:00pm**, at which time the receiving period will close. Any submission received after the time and date specified above will be returned unopened.

Specifications are on file and available for inspection on DemandStar and in the office of the City Clerk, who can be contacted at (386) 763-5364. Copies thereof may be obtained upon application to said office.

In addition to submitting the complete proposal on a flash drive, please submit One (1) clearly marked *unbound* original (3-hole punched preferred) and five (5) copies of the proposal in a sealed envelope or box addressed to the City Clerk, City of Daytona Beach Shores, 2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118, and plainly marked on the outside **“BUILDING OFFICIAL, BUILDING INSPECTOR, PLANS REVIEWER, BUILDING CODE AND PERMITTING DEPARTMENT SERVICES”**. The City is not responsible for the U.S. Mail or private carriers or messengers regarding delivery to the City by the specified time. The City reserves the right to reject any or all submittals and to waive any or all non-substantial irregularities in items received whenever such rejection is in the best interest of the City, or to accept the proposal which best serves the interest of the City. In accordance with Florida Statutes 287.133(2)(a), any 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 on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

CITY OF DAYTONA BEACH SHORES, FL
By:/s/ Cheri Schwab, City Clerk



CITY OF DAYTONA BEACH SHORES FLORIDA

REQUEST FOR PROPOSAL

FOR

**BUILDING OFFICIAL, BUILDING INSPECTOR, PLANS REVIEWER, BUILDING
CODE AND PERMITTING DEPARTMENT SERVICES**

RFP# 2025-04

**RFP ADVERTISEMENT DATE: December 27
RFP SUBMISSION DEADLINE: January 30, 2025
OPENING DATE FOR RFPS SUBMITTED: January 30, 2025, 3:00pm**

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1. PURPOSE & INTENT

The City of Daytona Beach Shores (“City”) is actively seeking proposals from qualified consulting firms/individuals to provide Building Official, Building Inspector, Plans Reviewer, Building Codes and/or Permitting services. The City anticipates awarding a continuing services contract to one (1) or more firms/individuals. Firms/individuals selected by the City will provide Building Official, Building Inspector, Plans Reviewer, Building Codes and/or Permitting services to the City on an as-needed basis, based upon task orders to be issued by the City under the continuing contract. There is no guarantee of a minimum amount of work under any continuing contract.

2. PROPOSAL INSTRUCTIONS

The Proposer is directed to deliver sealed proposals to the following address:

**Cheri Schwab, City Clerk
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118**

**THE CITY MUST RECEIVE ALL PROPOSALS
BY 3:00 p.m. on JANUARY 30, 2025.**

All proposals shall be confidential pursuant to Florida Statutes, Chapter 119, entitled Public Records, Paragraph 119.07. All Proposers and their representatives are invited to attend. **The Proposal must show the Proposer’s name, bid number, bid name, time and date of the bid opening on the outside of the sealed bid package.** Delivery of the sealed proposals to the City Clerk’s Office on or before the above date is solely and strictly the responsibility of the Proposer. **Late proposals will be returned unopened to the Proposer.** The City Manager or designee will be the official authority for determining late bids. The City reserves the right to waive any irregularity or informality in the bids received, to determine, in its sole discretion, whether or not the informality is minor, to reject or accept any or all bids and to select the winner based on criteria which serves the best interests of the City of Daytona Beach Shores.

- A. It is the Proposer's responsibility to read and understand the requirements of this solicitation of proposal. Proposers are required to state exactly what they intend to furnish to the City via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal. Proposers shall **submit one (1) clearly marked unbound original (3-hole punched preferred) and five (5) bound copies of the proposal in a sealed envelope or box, PLUS a flash/jump drive containing one file in PDF format of the hard copy of the proposal exactly as submitted.** The ORIGINAL proposal must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the

authority to bind the bidding company or firm by his/her signature. All quotations must be typewritten or filled in with pen and ink. The Proposer must initial proposals having erasures or corrections in ink.

3. PROPOSAL SUBMISSIONS

All proposals shall be submitted to:

**Cheri Schwab, City Clerk
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118**

Please submit all information as outlined below. The City at its discretion may reject proposals that are substantially incomplete or lack key information. The Proposals shall be concise and straightforward in describing the Proposer's experience and capabilities. Please provide responses to the following:

- A. Proposal Form and Certification:** Complete the form enclosed as **Exhibit B** and return in the submittal.
- B. Standard Contract Addendum:** Execute the Standard Contract Addendum in **Exhibit C** and return in the submittal.
- C. Firm/Proposer Information:** Briefly describe the Proposer's organization and philosophy and, in addition, include the following information:

1. Proposal Information

Proposals shall be clear, concise and submitted per the solicitation requirements.

2. Firm Qualification Data

a. **Submittal letter:** A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RSP submittal, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

b. A brief profile of the firm, including:

- 1. A brief history of the business;

2. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;
3. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org;
4. Ownership interests;
5. Active business venues (counties, states, etc.);
6. Present status and projected direction of business;
7. The overall qualifications of the business to provide the services requested.
8. Proposer shall also list any lawsuits in which their team (firm & sub consultants) has been involved in relative to company contracts or other company business over the last five (5) years. The proposer shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

c. Project Team

1. Prime Consultant: Professional staff (name, project role, business address, phone number, and e-mail address) including job skills, education (degree and specification), professional training, total years' experience, years' experience with current firm, professional registration, project experiences, and other professional qualification.
2. Sub-consultants: Same as above including number of years' experience working with the proposer and past relationships.
3. Organizational chart: The proposed team (prime & sub-consultants)
4. Professional Certification/Licenses. Proposer and their sub-consultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Proposer and their sub consultants/Subcontractors shall submit with their submittal, copies of their professional license. Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

5. List of similar projects completed in the applicable work discipline (see Exhibit A Scope of Services) with location, dates of contracts, and references. Specifically identify any similar projects within a coastal community. The references shall include the name, title, address, and phone number of the contact individual. Past performance with the City of Daytona Beach Shores will be considered.

d. Project Approach

Proposer shall explain their internal process, which includes their proposed team, for responding to request for work including their method for quality control.

e. Financial Stability

Proposer shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City.

f. Technical Proposal

Proposer shall provide a technical proposal as outlined in **Exhibit D** attached.

4. SCHEDULE OF EVENTS

The Schedule as listed below is the City’s intended course of action for this project. The City will follow the schedule to the extent possible; however, the City reserves the right to change both the sequence and timing if deemed necessary.

December 27, 2024	Advertise Proposal
January 22, 2025	Deadline for Written Questions
January 30, 2025	Deadline for Submission/Public Bid Opening
TBD	Bid Award

5. PUBLIC BID OPENING

- A.** All bids will be publicly opened immediately following the deadline for submission of the proposals. The purpose of the public bid opening is for an acknowledgement of bids received. No award will be made or implied at this time. Bid documents will not be reviewed or evaluated at the bid opening. No discussion of any nature concerning the bid will be held at this time. A copy of the bid opening form will be posted to City’s website after opening.
- B.** A review committee will conduct a review of the Proposals and recommend selection of the most qualified Proposals. The selected Proposals and Proposer(s) will be ranked and may be presented to the City Commission for final selection. The City Commission retains the right

to accept or reject the recommendations of the review committee and select a qualified firm which, at the sole discretion of the City Commission, is determined to be the best-qualified Proposer(s) to serve the interest of the City.

6. CONTRACT AGREEMENTS

The City anticipates entering into contracts with the various Proposers who submit proposals judged by the City to be in the best interest of the City. The City anticipates awarding numerous contracts. This Request for Proposal does not constitute an offer or a contract with the Proposer.

A contract shall not exist until approved by the appropriate levels of authority in the City and properly executed. This Request for Proposal shall be included in and be made a part of the final award.

7. CLARIFICATIONS OF THE PROPOSAL

The Proposer shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. **Any inquiries, suggestions or requests concerning clarification or solicitation for additional information shall be submitted to the City in accordance with Section 17.** Written or oral responses, as deemed appropriate, will be provided by the City Clerk. The City shall not be responsible for interpretations given by any other City employee or representatives.

8. WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw their bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the City Clerk (see Section 17). After the deadline, proposals become a record of the City and will not be returned to the Proposer.

9. PROPOSAL PREPARATION EXPENSE

The Proposer preparing a bid in response to this proposal shall bear all expenses associated with its preparation. The Proposer shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for the expense of bid preparation and/or presentation.

10. QUALIFICATIONS OF BIDDERS

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein. The selection committee shall utilize the evaluation criteria contained in this Request for Proposal in making the aforementioned determination.

11. PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirement of the bid shall be just cause for the cancellation of the bid award.

12. BID BOND, PERFORMANCE BOND, AND PAYMENT BOND

No Bid Bond or Performance Bond is required.

13. COLLUSION

By affixing its signature to this proposal, the Proposer certifies that its proposal is made without any previous understanding, agreement, or connection with either any previous firms or corporations offering a Bid for the same items, or with the City. The Proposer also certifies that its bid is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

14. COPYRIGHT OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyright or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless for all liability, loss or expense occasioned by any such violation.

15. DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, preference will be given to businesses with drug free workplace programs; whenever bids are similar in all other respects, and, when a Drug Free Workplace Certification is submitted with the bid.

16. PROJECT INQUIRIES

The City will not respond to oral inquiries. Proposer shall submit written inquiries for interpretations of this RFP to:

Shannon Flint, Administrative Assistant, Community Services Department
City of Daytona Beach Shores
AT: EMAIL: Sflint@cityofdb.org OR MAIL: 2990 S. Atlantic Avenue,
Daytona Beach Shores, FL 32118

The City will respond to written inquiries received at least four (4) working days prior to the date scheduled for receiving the proposals. The City will record responses to inquiries and any supplemental instructions in the form of written addenda on the City website at www.cityofdb.org and/or DemandStar, which is the City's online procurement platform. If issued, the City will email or mail addenda to all proposers who receive the RFP, at least two (2) working days before the date fixed for receiving responses.

Proposers, their agents, and associates are encouraged not to contact or solicit any City Commission Member, City employee, or official regarding this RFP prior to, or after the bid opening. Only that individual listed above as the contact person shall be contacted.

It shall be the responsibility of the Proposer, prior to submitting their proposal, to determine if addenda were issued, acknowledging same, and incorporating them into their proposal.

17. CONTACT PROHIBITION

Except as specified in Sec. 5 of this RFP, all prospective proposers are hereby instructed NOT to contact any member of the City Commissioners of the City of Daytona Beach Shores, City Manager, City Clerk, City Attorney or other City of Daytona Beach Shores staff member other than the City Clerk identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

18. PUBLIC ENTITY CRIME INFORMATION STATEMENT

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$15,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS STATEMENT

The Proposer must agree to the following regarding disclosure and ownership of documents:

- A. **Public Record.** The submitted Proposal and any record, document, computerized information and program, audio or video tape, photograph, other writing, or other record of the selected Proposer(s) related, directly or indirectly, to the work identified in the proposal, or any task necessary to complete the final work product shall be deemed to be a public record whether in the possession or control of the City or the selected Proposer(s). Said public record of the Proposer(s) is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Clerk. Upon request by the City, the selected Proposer(s) shall supply copies of said records to the City.
- B. **Reuse of Documents.** The City for any reason or purpose may reuse all documents or public records prepared by the selected Proposer(s) at any time.
- C. **Ownership of Documents.** Upon payment of fees due to the selected Proposer(s), as agreed in the final Contract, all drawings, recommendations, documents, writing, schedule

or otherwise, prepared by the selected Proposer(s) in the performance of the scope of work shall be the sole property of the City. The selected Proposer(s) agrees to waive all rights of copyright in said drawings, recommendations, documents, writing, schedule or other instrument produced by the selected Proposer(s) in the performance of the tasks necessary to complete the scope of work.

20. INSURANCE REQUIREMENTS

Insurance Requirements are as follows:

The following are required applicable types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

COVERAGE	MINIMUM LIMITS
General Liability	\$ 2,000,000
Worker's Compensation	Statutory
Auto Liability	\$500,000 per incident

21. E-VERIFY REQUIREMENTS

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- b) All persons (including subcontractors/vendors) assigned by Contractor / Proposer / Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

22. COMPLIANCE WITH FEMA 2 CFR 200.318-326 AND APPENDIX II CONTRACT PROVISIONS

Proposers are hereby notified that by submitting a proposal to the city that they acknowledge the continuing services contract and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Proposers shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

23. EVALUATION CRITERIA

Each Proposal submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.
2. That the following elements of Contractor's proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the CITY deemed to be in the best interest of the public.
3. Scoring (0-5) shall be assigned as follows. Each criteria will have a weight assigned to calculate total points awarded.
 - 0 - Did not submit
 - 1 - Lowest score, did not meet any of the requirements
 - 2 - Next lowest score, did not meet most of the requirements
 - 3 - Average score, met most of the requirements but not all
 - 4 - Above Average, met all requirements
 - 5 - Exceeds Expectations, meets and exceeds the requirements.
4. Pricing elements shall be scored with lowest price/highest revenue receiving 5 points and calculating down from there based on percentage.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	License, Certifications, etc. • Credentials, qualifications, and years of experience of the staff for both the prime and sub consultants and key personnel as presented by resumes, education, and training. • Professional certifications, titles, and accomplishments of staff. • Affiliations, memberships, and officers of staff in professional organizations.	0-5 Points	20 (20% of Total)
2.	Firm • Number of employees, listing of subcontractors, and adequacy of personnel. • Character, integrity, reputation, judgment, and efficiency of the firm. • Location of office facilities and staff within a 50-mile radius from Daytona Beach Shores.	0-5 Points	10 (10% of Total)
3.	Experience Experience in providing similar services / references, including timeliness of performance; in order to evaluate past performance, all proposers are required to submit three (3) references illustrating a minimum of five (5) years' relevant service that are the same or similar to the magnitude of this	0-5 Points	20 (20% of Total)

	RFP. For company name and/or ownership changes, appropriate documentation shall be required;		
4.	Technical Approach • Overall project approach to support the needs and objectives of the city. • Whether the firm can perform the contract or provide the service within budget requirements, promptly or within the time specified, without delay or interference. • Quality of performance or previous contracts or services.	0-5 Points	20 (20% of Total)
5.	Workload • Recent, current, and projected workload. • Ability to respond to inquiries in a timely manner; 2 hours for emergency services, 48 hours for non-emergencies. • Quality, availability, and adaptability of the contractual services to the particular use required.	0-5 Points	15 (15% of Total)
6.	Fee • Pricing Structure • Fee schedule worksheet. • Additional costs	0-5 Points	15 (15% of Total)

24. EXHIBITS

****INCLUDE THE FOLLOWING EXHIBITS A, B, C & D WITH YOUR PROPOSAL****

EXHIBIT A

SCOPE OF SERVICES RFP 2025-04

GENERAL SCOPE OF SERVICES:

The City of Daytona Beach Shores (“City”) is actively seeking proposals from qualified consulting firms/individuals to provide Building Official, Building Inspector, Plans Reviewer, Building Codes and/or Permitting services. The City anticipates awarding a continuing services contract to one (1) or more firms/individuals. Firms/individuals selected by the City will provide Building Official, Building Inspector, Plans Reviewer, Building Codes and/or Permitting services to the City on an as-needed basis, based upon task orders to be issued by the City under the continuing contract. There is no guarantee of a minimum amount of work under any continuing contract. The continuing services contract will provide for a task order or similar document to be issued for each project/assignment.

Work to be performed:

The City is requesting qualifications from Proposers with experience in the following potential services:

A. Building Inspections

1. Provide building, mechanical, electrical, and plumbing inspection services on an as needed basis. Inspect structures for verification of compliance with the current Florida Building Code.
2. Provide approximately 500 hours per year of building inspections working under the direction of the Building Official on an as needed basis.
3. The minimum requirement is at least one inspector licensed in the State of Florida in each of the following categories: Building, Plumbing, Mechanical, and Electrical as a Building Inspector with a minimum of four (4) years of experience. The person(s) performing the inspections shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing inspections. The required certification will be specified at the time of the service request.
4. Inspectors are expected to provide daily inspections logs as determined by the City.
5. Inspectors are expected to interact with homeowners, contractors, engineers, Community Services Department, public utilities, and public works personnel to ensure that inspection services are completed on time and in a manner that promotes community service and support, while in compliance with Florida Building Code and City Codes and Ordinances.
6. To complete roof inspections, inspectors are expected to get on the roof to inspect and verify compliance with current codes. If the roof slope is greater than 5/12 the inspectors can verify the roof inspection is in compliance with current codes by spot checking the roof with a ladder on the eaves
7. Inspectors are expected to have the knowledge and ability to relay information to the Building Official or designee.

B. Plan Review

1. Review plans for compliance with the minimum standards of the current Florida Building Code.
2. Provide approximately 500 hours per year under the direction of the Building Official or designee on an as needed basis.
3. Plan reviewers are expected to review plans that are required by Florida Statutes, with electronic log of reviews completed each day and uploaded to My Government Online.
4. Reviewers are expected to communicate requirements to architects, engineers, contractors, project managers, and homeowners and interact with other departments to complete reviews in an electronic form.
5. The plan reviews must be completed in a reasonable amount of time in relation to the scope of the project and at the direction of the Building Official or designee.
6. Reviewers may be required to complete a site visit to ensure compliance with Florida Statutes and Building Code requirements.
7. Reviewers should be capable of relaying information to the Building Official or designee.
8. The minimum requirement is at least one reviewer licensed in the State of Florida in each of the following categories: Building, Plumbing, Mechanical, Electrical as a Plan reviewer and a minimum of 4 (four) years of experience. The person(s) performing the plan reviews shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing plan review. The required certification will be specified at the time of the service request.

C. Building Official

1. Provide a State of Florida standard licensed Building Official, with a minimum of ten (10) years' experience in the construction industry, who is responsible for ensuring compliance with State plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility and building codes; federal, state and local ordinances; and statutes regarding health, safety and welfare; and Federal Emergency Management Contractor requirements.
2. The Building Official provides direct regulatory responsibilities for plan review, building inspections and enforcement, and shall work under the direction of the City's Community Services Department Director or Designee.
3. Other specific duties include but are not limited to:
 - ☐ Responsible for assisting in the permitting process established by the City with regulatory administration of plan review, enforcement, inspection of building construction, and alteration projects that require compliance with state and local codes;
 - ☐ Coordinating with the Department's Permit Technicians, inspections and serving as technical advisor for the building division, as well as coordinating data entry into the City's permitting software for building division items; generating building reports; issuing all types of construction permits as appropriate, preparing certified letters, documents, in-house memos and form updates associated with building division activities/actions.

- ☐ Liaison to the construction industry, the State, contractors, and the general public, and providing direct customer service in person or by telephone/e-mail;
- ☐ Provides administrative guidance to technical and clerical staff engaged in construction, permitting, inspection, and recording of data;
- ☐ Reviews State Statutes affecting construction and determines the impact on the City and Department; and
- ☐ Reviews, researches, and makes recommendations for approval of adoption of departmental policies regarding issuing of permits, licensing of contractors and inspection procedures, and serves as an expert witness as the City's Building Official, when needed by the City
- ☐ Operate as the Flood Plain Manager
- ☐ Responsible for assisting in the NPDES permitting process.

D. Supplementary Conditions

1. Invoices are to be submitted monthly on the same week of every month.
2. A weekly work log and time sheet shall be submitted to the Community Services Department Director or designee.
3. Inspectors will possess required equipment, safety gear and vehicles to complete the tasks. Inspectors will also have laptops or tablets for access to My Government Online.
4. The City reserves the right to request the replacement of any inspector or plan reviewer if it is in the City's best interest.
5. The City is currently in the process of implementing My Government Online. Awarded supplier will be expected to utilize My Government Online to streamline workflows.
6. The City will provide My Government Online training to the selected firm(s).
7. The City is requesting proposers to provide professional Building Inspection Services as required under the Florida Building Code. Inspections shall be performed within one (1) business day of noticed scheduling by the City's Permit Technician. Inspections shall be provided during morning and afternoon time periods. Work hours are Monday through Friday during regular business hours of 8:00 a.m. to 4:00 p.m.
8. No bonds will be associated with the RFP or work resulting from the RFP.
9. Plan Review services may be provided remotely.
10. All proposers must be able to supply one or more of all services in this RFP
11. Perform other building division services duties as assigned or directed by the Community Services Department Director or Designee.

These tasks are not to be construed as a complete statement of all duties to be performed. Proposers may be required to perform other job-related duties, as required. The City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by a Building Official, Building Inspector, Plans Reviewer, Building Codes and Permitting Proposers and for which the Proposer(s) are experienced, qualified, and able to perform. All services shall be performed and completed in compliance with Florida law, the Florida Building Official, Building Inspector, Plans Reviewer, Building Codes and Permitting Code, the City's Charter and Code of Ordinances, and all other applicable codes, laws, rules, and regulations governing these services.

EXHIBIT B
PROJECT FORM & CERTIFICATION – RFP 2025-05

Proposer Name: _____

Address _____

City: _____ State _____ Zip _____

Telephone _____ Fax _____ Internet Address _____

Type of Business (Corporation, Partnership, Other – Specify) _____

Tax ID number (EIN/SSN): _____

Certification: The undersigned hereby confirms as follows:

- A. I am a duly authorized agent of the Company/Individual submitting the proposal;
- B. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.
- C. My firm, _____, agrees to hold all prices, terms and conditions firm for acceptance for ninety (90) calendar days following the date and time of the bid opening.

Variations

The Proposer shall identify all variations and exceptions taken to this RFP in the space provided below unless such variation is expressly prohibited in the RFP documents. If no variations are listed here, it is understood that the Proposer fully complies with the terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Attach additional sheets as necessary.

By: _____
Manual Signature of Agent

Date

Typed/Printed Name of Agent

Title of Agent

Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

EXHIBIT C
CITY OF DAYTONA BEACH SHORES, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2025, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of _____, 2025 (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERI SCHWAB, CITY CLERK
(386) 763-5353
CSCHWAB@CITYOFDBS.ORG
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES
FLORIDA 32118.**

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095,

Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial

Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports etc, which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor’s social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency as provided in Section 11.4 of the Agreement, to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably

assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;

6. Enticing or luring any person by fraud or deceit; or

7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Print Name: _____

Title: _____

Company: _____

ATTEST:

City of Daytona Beach Shores

Cheri Schwab, City Clerk

APPROVED AS TO FORM

City Attorney

EXHIBIT D

TECHNICAL PROPOSAL REQUIREMENTS-RFP 2025-04

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms/individuals seeking to provide the services in conformity with the requirements of this Request for Proposal. Therefore, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm/individual and of the particular staff members to be assigned to this engagement.

The technical proposal should address each of the points outlined in the RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects must be included.

Section 1: INTRODUCTION LETTER (not to exceed three pages)

An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the firm.

Section 2: APPROACH TO THE SCOPE OF SERVICES (unlimited pages)

The proposal shall include a description of the proposed general services engagement, with any exhibits or documentation deemed essential, addressing the following:

- 1) Overall approach and methods to accomplish the Building Official, Building Inspector, Plans Reviewer, Building Codes and Permitting services;
- 2) Working knowledge of the City of Daytona Beach Shores;
- 3) Describe the current workload of each person who will be involved in the Proposal;
- 4) Summarize other Proposer resources available to meet the City's needs;
- 5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work; and
- 6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the City.

Section 3: WORK EXPERIENCE

The proposal shall include past performance, including the total number of similar entities to which the Proposer has provided Building Official, Building Inspector, Plans Reviewer, Building Codes and Permitting services. The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on building services provided for municipal clients within the State of Florida. The descriptions shall include the client's reference and contact information; key project staff; summary of the work performed; the contract amount; the schedule; and the project's achievements, milestones and hardships. The Proposer may submit both as a prime and/or serve as a sub-Proposer under another Proposal.

Provide a minimum of five (5) references for which the Proposer provided a similar Building Official, Building Inspector, Plans Reviewer, Building Codes and Permitting service within the past five years of the scope and nature required by this RFP similar in size to the City of Daytona Beach Shores. These references must include, as a minimum: name of company; contact person; address; e-mail address; and telephone number. References shall include the general description of the project, the dates, and whether time lines were met. Letters of Commendations or Recommendation may be included in this section.

Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS

Proposers shall submit the following information (for Proposer and any sub-Proposers) as described in the sections below:

- 1) Staffing levels at office locations;
- 2) Total staff available for this Proposal and the anticipated percent of Building Official, Building Inspector, Plans Reviewer, Building Codes and Permitting work to be performed by various levels of staff including organizational chart.
- 3) Experience and qualifications of all key Proposer and Sub-Proposer players (Provide resumes and licenses of all persons who will be involved in the engagement of the Building Official, Building Inspector, Plans Reviewer, Building Codes and Permitting services.); and
- 4) List of tasks to be subcontracted out;

Section 5: LITIGATION AND TERMINATIONS

Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFP which were terminated for default, non-performance, or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

Section 6: COST DETAIL

Propose a fee schedule for use of the service and schedule of fees for completion of all the Building Official, Building Inspector, Plans Reviewer, Building Codes and Permitting Services Required.

E. Fire Plan Review

1. Review plans for compliance with the minimum standards of the NFPA, Florida Fire Prevention Codes and Florida Statutes.
2. Provide approximately 150 hours per year under the direction of the Authority Having Jurisdiction or designee, on an as needed basis.
3. Plan reviewers are expected to review plans that are required by NFPA, Florida Fire Prevention Codes and Florida Statutes with electronic log of reviews completed each day and on CivicGov, or as determined by the City.
4. Reviewers are expected to communicate requirements to architects, engineers, contractors, project managers, and developers and interact with other departments to complete reviews in an electronic form.
5. The plan reviews must be completed in a reasonable amount of time in relation to the scope of the project and at the direction of the Authority Having Jurisdiction or designee.
6. Reviewers may be required to complete a site visit to ensure compliance with NFPA, Florida Fire Prevention Codes and Florida Statutes requirements.
7. Reviewers should be capable of relaying information to the Authority Having Jurisdiction or designee.
8. The minimum requirement is at least one reviewer certified in the State of Florida as a Florida Fire Inspector and a minimum of 4 (four) years of experience. The person(s) performing the plan reviews shall hold State of Florida licenses and/or certifications in this discipline for performing fire plan review.

These tasks are not to be construed as a complete statement of all duties to be performed. Proposers may be required to perform other job-related duties, as required. The City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by a Fire Plan Reviewer for which the Proposer(s) are experienced, qualified, and able to perform. All services shall be performed and completed in compliance with Florida law, the Authority Having Jurisdiction, NFPA, Florida Fire Prevention Codes, the City's Charter and Code of Ordinances, and all other applicable codes, laws, rules, and regulations governing these services.



RFP2025-04 SELECTION COMMITTEE FINDINGS AND RECOMMENDATIONS

FOR

**BUILDING OFFICIAL, BUILDING INSPECTOR, PLANS REVIEWER, BUILDING CODE,
PERMITTING DEPARTMENT SERVICES AND FIRE REVIEW PLAN SERVICES**

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I. Project Objective

The objective of the selection committee is to select the preferred firms to perform as-needed building and fire plan review services as noted in the scope of work outlined in RFP2025-04 Exhibit A, 1st Addendum, and as follows:

- Building Official
- Building Inspector
- Plans Reviewer
- Building Codes and/or Permitting services
- Fire Plan Review and related services

II. Evaluation Criteria

As part of the RFP response, respondents were asked to submit statements of qualifications, experience, and references pertaining to similar projects in which they were/are involved. The selection committee utilized the City's evaluation criteria prescribed in RFP2025-04 Section 23 and as outlined below.

RFP2025-04 SECTION 23 : Evaluation Criteria

Each Proposal submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.
2. That the following elements of Contractor's proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the CITY deemed to be in the best interest of the public.
3. Scoring (0-5) shall be assigned as follows. Each criteria will have a weight assigned to calculate total points awarded.
 - 0 - Did not submit
 - 1 - Lowest score, did not meet any of the requirements
 - 2 - Next lowest score, did not meet most of the requirements

- 3 - Average score, met most of the requirements but not all
- 4 - Above Average, met all requirements
- 5 - Exceeds Expectations, meets and exceeds the requirements.

4. Pricing elements shall be scored with lowest price/highest revenue receiving 5 points and calculating down from there based on percentage.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	License, Certifications, etc. • Credentials, qualifications, and years of experience of the staff for both the prime and sub consultants and key personnel as presented by resumes, education, and training. • Professional certifications, titles, and accomplishments of staff. • Affiliations, memberships, and officers of staff in professional organizations.	0-5 Points	20 (20% of Total)
2.	Firm • Number of employees, listing of subcontractors, and adequacy of personnel. • Character, integrity, reputation, judgment, and efficiency of the firm. • Location of office facilities and staff within a 50-mile radius from Daytona Beach Shores.	0-5 Points	10 (10% of Total)
3.	Experience Experience in providing similar services / references, including timeliness of performance; in order to evaluate past performance, all proposers	0-5 Points	20 (20% of Total)

are required to submit three (3) references illustrating a minimum of five (5) years' relevant service that are the same or similar to the magnitude of this RFP. For company name and/or ownership changes, appropriate documentation shall be required;			
4.	Technical Approach • Overall project approach to support the needs and objectives of the city. • Whether the firm can perform the contract or provide the service within budget requirements, promptly or within the time specified, without delay or interference. • Quality of performance or previous contracts or services.	0-5 Points	20 (20% of Total)
5.	Workload • Recent, current, and projected workload. • Ability to respond to inquiries in a timely manner; 2 hours for emergency services, 48 hours for non-emergencies. • Quality, availability, and adaptability of the contractual services to the particular use required.	0-5 Points	15 (15% of Total)
6.	Fee • Pricing Structure • Fee schedule worksheet. • Additional costs	0-5 Points	15 (15% of Total)

III. Selection Committee

Committee members evaluated each proposal and scored accordingly pursuant to the evaluation criteria. The selection committee contained two subgroups: (1) building division services selection group and (2) fire plan review services selection group. Members of the committee and subgroups are as follows:

1. Stewart Cruz, Community Services Director (Building Division Services Selection Subgroup)
2. Steve Edmunds, Building Official (Building Division Services Selection Subgroup)
3. Michael Fowler, Public Safety Director (Fire Plan Review Services Selection Subgroup)
4. Lt. RJ Medders, Public Safety Department (Fire Plan Review Services Selection Subgroup)
5. Kurt Swartzlander, City Manager (Building Division & Fire Plan Review Services Selection Subgroups)

IV. Proposals Submitted

Five firms submitted proposals in response to RFP2025-04. The proposing firms are listed below.

1. Bureau Veritas, LLC
2. CCC Services, LLC
3. PDCS, LLC
4. UES Professional Solutions, LLC
5. Willdan Engineering, LLC

V. Scoring and Selection

The selection committee met on February 20, 2025, at 1:00pm. Public Safety Director Fowler, who was unable to attend, provided his selection rating form to the City Clerk prior to the meeting. Each committee member present discussed their scoring/ranking of their respective proposals. The City Clerk provided the results of Director Fowler's selection rating form. Below is a summary of the results.

BUILDING DIVISION SERVICES

Proposal	Average Score	Final Rank
Bureau Veritas	3.81	3
PDCS	4.31	1
UES Professional Solutions	4.04	2
Willdan Engineering	3.74	4

FIRE PLAN REVIEW SERVICES

Proposal	Average Score	Final Rank
Bureau Veritas	2.51	5
CCC Services	4	2
PDCS	4.41	1
UES Professional Solutions	3.13	3
Willdan Engineering	2.96	4

The meeting minutes and detailed selection rating forms are located in Appendix A. The committee meeting ended at 1:30pm.

VI. Conclusion and Recommendation

The selection committee's evaluation of the proposals submitted resulted in the committee's decision to recommend PDCS, LLC and UES Professional Solutions, LLC as the RFP2025-04 awardees for building division services and PDCS, LLC and CCC Services, LLC awardees for fire plan review services.

VII. Appendix A – Selection Committee Rating Forms & Minutes

|Selection Committee

Building Services
February 20, 2025
1:00 pm

Present: Stewart Cruz, Kurt Swartzlander, Steve Edmunds,
Lt. RJ Medders, Cheri Schwab
Absent: Chief Michael Fowler

Chief Fowler could not attend the meeting but turned in his ranking sheet to the City Clerk in advance. He ranked 1)PDCS 2) CCC Services

Lt. Medders stated that the city had a history with CCC Services as they are currently using them. Wildan didn't state who the fire inspectors are certified by. His ranking 1) CCC Services 2) PDCS

Kurt liked the pricing provided by PDCS for both building services and fire so they were his first choice. His 2) would be UES.

Stewart had his 1) as PDCS but with reservations due to no high rise experience. His 2) would be UES.

Steve chose 1) UES since the city does utilize their services currently 2) PDCS.

It was decided to have two contracts for Fire Services (PDCS and CCC) and two for Building Services (PDCS and UES).

Committee Meeting Date: 2/26/25
Committee Member Name: Kurt Swartzlander

DBS BUILDING SERVICES/FIRE PLAN REVIEW RFQ2025-04 SELECTION RATING FORM													
		Bureau Veritas		CCC Services		PDCS LLC		UES		Willdan			
RFQ Sec.	Weighted Criteria	Max Points	Weight	Points	Weighted Points	Points	Weighted Points	Points	Weighted Points	Points	Weighted Points	Points	Weighted Points
	License, Certifications	5	20%	4	0.80		0.00	4	0.80	4	0.80	4	0.80
	Firm	5	10%	3	0.30		0.00	3	0.30	3	0.30	3	0.30
	Experience	5	20%	3	0.60		0.00	4	0.80	4	0.80	4	0.80
	Technical Approach	5	20%	4	0.80		0.00	3.50	0.70	3.50	0.70	3.50	0.70
	Workload	5	15%	3	0.45		0.00	3.50	0.53	3.50	0.53	3.50	0.53
	Fee	5	15%	4	0.60		0.00	5	0.75	3	0.45	0	0.00
NOTE:	Criteria Description Provide In Separate Tab Below	TOTALS		21	3.55	0	0.00	24	4.90	21	3.55	18	3.15
		RANK			3				1		2		4
		Recommend OFFER						Yes		Yes			

KURT SWARTZLANDER

Committee Meeting Date:
Committee Member Name:

DBS BUILDING SERVICES/FIRE PLAN REVIEW RFQ2025-04 SELECTION RATING FORM													
		Bureau Veritas		CCC Services		PDCS LLC		UES		Willdan			
RFQ Sec.	Weighted Criteria	Max Points	Weight	Points	Weighted Points	Points	Weighted Points	Points	Weighted Points	Points	Weighted Points	Points	Weighted Points
	License, Certifications	5	20%	5	1.00	5	1.00	5	1.00	5	1.00	5	1.00
	Firm	5	10%	4	0.40	5	0.50	5	0.50	5	0.50	5	0.50
	Experience	5	20%	4	0.80	5	1.00	5	1.00	5	1.00	5	1.00
	Technical Approach	5	20%	4	0.80	5	1.00	5	1.00	4	0.80	4	0.80
	Workload	5	15%	4	0.60	5	0.75	5	0.75	5	0.75	4	0.60
	Fee	5	15%	2	0.30	1	0.15	5	0.75	2	0.30	3	0.45
NOTE:	Criteria Description Provide In Separate Tab Below	TOTALS		23	3.90	26	4.40	30	6.00	26	4.35	28	4.35
				5		2		1		3		4	
						Fire Services Only		Full Services					

Committee Meeting Date: 02/20/2026
Committee Member Name: Director Fowler

DBS BUILDING SERVICES/FIRE PLAN REVIEW RFQ2025-04 SELECTION RATING FORM													
		Bureau Veritas		CCC Services		PDCS LLC		UES		Willdan			
RFQ Sec.	Weighted Criteria	Max Points	Weight	Points	Weighted Points	Points	Weighted Points	Points	Weighted Points	Points	Weighted Points	Points	Weighted Points
	License, Certifications	5	20%	3	0.60	4	0.75	5	1.00	2	0.40	5	1.00
	Firm	5	10%	3	0.30	4	0.40	5	0.50	1	0.10	0	0.00
	Experience	5	20%	3	0.60	5	1.00	4	0.80	2	0.40	4	0.80
	Technical Approach	5	20%	4	0.80	4	0.80	4	0.80	4	0.80	4	0.80
	Workload	5	15%	3	0.45	4	0.60	4	0.60	3	0.45	4	0.60
	Fee	5	15%	0	0.00	1	0.15	5	0.75	5	0.75	0	0.00
NOTE:	Criteria Description Provide In Separate Tab Below	TOTALS		16	2.75	27	4.70	27	4.90	17	2.90	17	3.20

Norman Meekers

Committee Meeting Date:
Committee Member Name:

DBS BUILDING SERVICES/FIRE PLAN REVIEW RFQ2025-04 SELECTION RATING FORM													
		Bureau Veritas		CCC Services		PDCS LLC		UES		Willdan			
RFQ Sec.	Weighted Criteria	Max Points	Weight	Points	Weighted Points	Points	Weighted Points	Points	Weighted Points	Points	Weighted Points	Points	Weighted Points
	License, Certifications	5	20%	0	0.00	3	0.60	5	1.00	1	0.20	1	0.20
	Firm	5	10%	1	0.10	5	0.50	3	0.30	1	0.10	3	0.30
	Experience	5	20%	0	0.00	3	0.60	5	1.00	3	0.60	1	0.20
	Technical Approach	5	20%	1	0.20	5	1.00	3	0.60	1	0.20	1	0.20
	Workload	5	15%	1	0.15	5	0.75	3	0.45	4	0.60	3	0.45
	Fee	5	15%	3	0.45	3	0.45	3	0.45	3	0.45	0	0.00
NOTE:	Criteria Description Provide In Separate Tab Below	TOTALS		6	0.90	23	3.90	22	4.00	13	2.15	9	1.35

UES

STEVE EDMUNDS #1

DBS BUILDING SERVICES/FIRE PLAN REVIEW RFQ2025-04 SELECTION RATING FORM

RFQ-Sec.	Weighted Criteria	Max Points	Score	Weight	Bureau Veritas	CCC Services	PDCS LLC	UES	Willdan	
	License, Certifications	5	5	20%	0	0	0	0	0	0
	Firm	5	4	10%	0	0	0	0	0	0
	Experience	5	4	20%	0	0	0	0	0	0
	Technical Approach	5	4	20%	0	0	0	0	0	0
	Workload	5	4	15%	0	0	0	0	0	0
	Fee	5	4	15%	0	0	0	0	0	0
NOTE: Criteria Description Provide in Separate Tab		30		100%						

Committee Meeting Date:
Committee Member Name:

Multiple Inquiries
Price increase
no fine

STEVE EDMUNDS #2

PDCS

DBS BUILDING SERVICES/FIRE PLAN REVIEW RFQ2025-04 SELECTION RATING FORM

RFQ-Sec.	Weighted Criteria	Max Points	Score	Weight	Bureau Veritas	CCC Services	PDCS LLC	UES	Willdan	
	License, Certifications	5	5	20%	0	0	0	0	0	0
	Firm	5	4	10%	0	0	0	0	0	0
	Experience	5	4	20%	0	0	0	0	0	0
	Technical Approach	5	4	20%	0	0	0	0	0	0
	Workload	5	4	15%	0	0	0	0	0	0
	Fee	5	3	15%	0	0	0	0	0	0
NOTE: Criteria Description Provide in Separate Tab		30		100%						

Committee Meeting Date:
Committee Member Name:

Fees High 450 HR. To Take over 936,000

Willdan

Steve Edmunds

DBS BUILDING SERVICES/FIRE PLAN REVIEW RFQ2025-04 SELECTION RATING FORM

RFQ-Seq.	Weighted Criteria	Max Points	Score	Weight	Bureau Veritas	CCC Services	PDCS LLC	UES	Willdan	
	License, Certifications	5	4.5	20%	0	0	0	0	0	0
	Firm	5	4	10%	0	0	0	0	0	0
	Experience	5	3	20%	0	0	0	0	0	0
	Technical Approach	5	5	20%	0	0	0	0	0	0
	Workload	5	5	15%	0	0	0	0	0	0
	Fee	5	0	15%	0	0	0	0	0	0
NOTE:	Criteria Description Provide In Separate Tab		30	100%						

Committee Meeting Date:
Committee Member Name:

No performance lawsuits in last five years
most employees only 1 year employment
No prices

Steve Edmunds

Veritas

DBS BUILDING SERVICES/FIRE PLAN REVIEW RFQ2025-04 SELECTION RATING FORM

RFQ-Seq.	Weighted Criteria	Max Points	Score	Weight	Bureau Veritas	CCC Services	PDCS LLC	UES	Willdan	
	License, Certifications	5	4	20%	0	0	0	0	0	0
	Firm	5	4	10%	0	0	0	0	0	0
	Experience	5	4	20%	0	0	0	0	0	0
	Technical Approach	5	4	20%	0	0	0	0	0	0
	Workload	5	3	15%	0	0	0	0	0	0
	Fee	5	5	15%	0	0	0	0	0	0
NOTE:	Criteria Description Provide In Separate Tab		30	100%						

Committee Meeting Date:
Committee Member Name:

will not comment on litigation
Licenses Dont match
Sto cloud



CITY COMMISSION AGENDA MEMORANDUM MARCH 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Approval of the FEMA HMPG grant contract for a Community Center Generator

SYNOPSIS:

The city applied for a HMGP grant in August 2023 for a Community Center Generator for \$120,000 after Hurricane Ian when the city used its facility for residents of an Assisted Living Center due to life and safety issues stemming from the storm. The amount of the grant is \$90,000 with the city being responsible for the remaining 25% of the project.

The project has been budgeted for, and the grant was approved by the commission at the December 2024 meeting.

Commission is being asked to approve the grant contract.

FISCAL IMPACT STATEMENT:

There will be no impact to the current fiscal budget as the Capital Improvement Budget included this project pending the approval of the HMGP grant. The project is budgeted to cost \$120,000

BACKGROUND:

The city applied for a HMGP grant in August 2023 for a Community Center generator after Hurricane Ian when the city used the Community Center to house residents of a local Assisted Living Center due to life and safety issues stemming from the storm. As the building had not been utilized during an emergency, staff realized the current generator was able to maintain electrical services in only part of the building which is unacceptable during an emergency.

The generator proposed for the HMPG grant will allow the Community Center to operate as needed during an emergency. The total cost of the project is estimated to be \$120,000 with the city responsible for 25% of the cost or \$30,000.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the FEMA HMGP grant totaling \$90,000 for the Community Center Generator project

SUGGESTED MOTION:

Motion to approve the FEMA HMGP grant contract for \$90,000 for a Community Center Generator.

ATTACHMENT: 1. 4673-175-R - For Subrecipient Signature

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Daytona Beach Shores
PROJECT #:	4673-175-R
PROJECT TITLE:	City of Daytona Beach Shores, Community Center, Generator
CONTRACT #:	H1149
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Lory Irwin Finance Director 2990 South Atlantic Avenue Daytona Beach Shores, Florida 32118

Enclosed is your copy of the proposed contract/modification between **City of Daytona Beach Shores** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 359-8208 or email me at Luke.Yarborough@em.myflorida.com.

Agreement Number: H1149
Project Number: 4673-175-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Daytona Beach Shores
Sub-Recipient's unique entity identifier (UEI/FEIN):	Z4MVCMLG2G63 / 596044103
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	November 6, 2024
Subaward Period of Performance Start and End Date:	November 6, 2024 - November 30, 2027
Amount of Federal Funds Obligated by this Agreement:	\$92,431.81
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$95,995.06
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$95,995.06
Federal award project description (see FFATA):	Generator
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Luke.Yarborough@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Daytona Beach Shores, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Luke Yarborough

Project Manager

Bureau of Mitigation

Florida Division of Emergency Management

2555 Shumard Oak Blvd.

Tallahassee, FL 32399-2100

Telephone: (850) 359-8208

Email: Luke.Yarborough@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall

Community Program Manager

Bureau of Mitigation

Florida Division of Emergency Management

2555 Shumard Oak Boulevard

Tallahassee, FL 32399

Telephone: 850-815-4503

Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Lory Irwin
Finance Director
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Telephone: 386-763-5328
Email: Lirwin@cityofdbbs.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on November 6, 2024 and shall end on November 30, 2027, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$92,431.81.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;

- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying
 - xiii. Attachment L – Florida Accountability Contract Tracking System
 - xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

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

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

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

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

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to 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, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF DAYTONA BEACH SHORES

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$92,431.81**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the community center, in Daytona Beach Shores, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-175-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Daytona Beach Shores, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to the community center located at 3000 Bellemead Drive, Daytona Beach Shores, Florida 32118.

The HMGP project shall provide protection by purchasing and installing one (1) permanent generator with a capacity of 200 kW or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The generator shall be installed with an incorporated 500-gallon supply diesel tank and the project scope includes the installation of an automatic transfer switch (ATS) and necessary electrical connections. The community center serves as a public shelter and the existing generator does not have adequate capacity to support the facility 100% during power outages. An interruption in the electric power supply would result in a loss of service of the public shelter, including meal services. The proposed project shall provide a sufficient back-up power source and shall maintain the operations of the facility during future storm events.

The generator, automatic transfer switch, and electrical components shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Station	Location	kW	Coordinates
1)	Community Center	3000 Bellemead Drive, Daytona Beach Shores, Florida 32118	200	(29.168675, -80.980010)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All

procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- d) Signed and Sealed copy of the As-built plans, as applicable.

- e) Certified Letter of Completion, as applicable:
 - 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 - 2. Certifying Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Verification letter or documentation showing unusable equipment, debris, materials, petroleum products, hazardous materials, and toxic wastes were handled, managed, and disposed of in accordance with local, state, and federal requirements, to include where such materials and equipment were disposed of.
 - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual

increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to the community center within Daytona Beach Shores, Florida 32118, by installing a permanent generator, installing an automatic transfer switch (ATS), a supply diesel tank and electrical connections.

The generator, automatic transfer switch, and electrical components shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working

clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

- 4) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, the Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Special Condition required on implementation of project:
 - a) **RCRA CONDITION:** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) **Monitoring Required: No**
- 9) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

- a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
- b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
- c) SRMC cannot exceed 5% of the total project costs awarded.
- d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
- e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
- f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-175-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on November 6, 2024; the Period of Performance for this project shall end on **November 30, 2027**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3 Months
Construction Plan/Technical Specifications:	3 Months
Bidding / Local Procurement:	3 Months
Permitting:	3 Months
Construction / Installation:	15 Months
Local Inspections / Compliance:	3 Months
State Final Inspection / Compliance:	3 Months
Closeout Compliance:	3 Months
Total Period of Performance:	36 Months

BUDGET**Line Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$111,249.00	\$83,436.75	\$27,812.25
Labor:	\$3,000.00	\$2,250.00	\$750.00
Fees:	\$1,000.00	\$750.00	\$250.00
Initial Agreement Amount:	\$115,249.00	\$86,436.75	\$28,812.25
***Contingency Funds:	\$4,751.00	\$3,563.25	\$1,187.75
Project Total:	\$120,000.00	\$90,000.00	\$30,000.00
****SRMC			
SRMC:	\$3,335.04	\$3,335.04	
SRMC-Pre-Award:	\$2,660.02	\$2,660.02	
SRMC Total:	\$5,995.06	\$5,995.06	

*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

*** **This project has an estimated \$4,751.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

**** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$5,995.06 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This project has a **SRMC Pre-Award**, approved by FEMA in the amount of \$2,660.02, with a start date of **August 25, 2023**.

Funding Summary Totals

Federal Share:	\$90,000.00	(75.00%)
Non-Federal Share:	\$30,000.00	(25.00%)
Total Project Cost:	\$120,000.00	(100.00%)
SRMC (100% Federal)	\$5,995.06	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Program and Policy Guide, 2023;
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with 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;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 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;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

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;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Daytona Beach Shores

REMIT ADDRESS: 2990 South Atlantic Avenue

CITY: Daytona Beach Shores STATE: Florida ZIP CODE: 32118

PROJECT TYPE: Generator PROJECT #: 4673-175-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1149

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
 Total of Previous SRMC to Date: _____ (SRMC Federal)
 Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	DIVISION DIRECTOR _____
APPROVED SRMC TOTAL: \$ _____	
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Daytona Beach Shores PAYMENT #: _____
PROJECT TYPE: Generator PROJECT #: 4673-175-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1149

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>					TOTAL

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF DAYTONA BEACH SHORES

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Daytona Beach Shores **PROJECT #:** 4673-175-R
PROJECT TYPE: Generator **CONTRACT #:** H1149
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?** ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Daytona Beach Shores
Sub-Recipient's Name

H1149
DEM Contract Number

4673-175-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-175-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 92,431.81

OBLIGATION/ACTION DATE: November 6, 2024

SUBAWARD DATE (if applicable): _____

UEID/SAM#: Z4MVCMLG2G63

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration> The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to the community center located at 3000 Bellemead Drive, Daytona Beach Shores, Florida 32118.

The HMGP project shall provide protection by purchasing and installing one (1) permanent generator with a capacity of 200 kW or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The generator shall be installed with an incorporated 500-gallon supply diesel tank and the project scope includes the installation of an automatic transfer switch (ATS) and necessary electrical connections. The community center serves as a public shelter and the existing generator does not have adequate capacity to support the facility 100% during power outages. An interruption in the electric power supply would result in a loss of service of the public shelter, including meal services. The proposed project shall provide a sufficient back-up power source and shall maintain the operations of the facility during future storm events.

The generator, automatic transfer switch, and electrical components shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Station	Location	kW	Coordinates
1)	Community Center	3000 Bellemead Drive, Daytona Beach Shores, Florida 32118	200	(29.168675, -80.980010)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 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.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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 an 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. The undersigned shall require that the language of this 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.

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.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

Attachment L

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m), F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- 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 included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
 - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
 - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
 - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m), F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		

ATTACHMENT M

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor’s Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.



CITY COMMISSION AGENDA MEMORANDUM MARCH 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Approval of the FEMA HMPG EOC grant contract for \$335,846.25

SYNOPSIS:

The city applied for a HMGP grant in August 2023 for an Emergency Operations Center Safe Room grant with two phases; Phase I \$439,425 and Phase II \$3,558,345. Phase I consists of surveying, engineering, design, plans preparation, permitting and bidding for the proposed project. Phase II will consist of construction of the EOC. The city is responsible for 25% of the project costs.

FISCAL IMPACT STATEMENT:

There will be no impact to the current fiscal budget as the Capital Improvement Budget included this project pending the approval of the HMGP grant.

BACKGROUND:

The city has staff that has to remain in the city during a hurricane to assist with the safety and security of city residents, and assets. The staff is housed in three separate buildings: Public Safety, City Hall and Public Works and there is no official EOC in the city. City staff felt it would be beneficial and more efficient to house all staff in the same building and create an actual EOC where staff is not dispersed throughout the city.

The city applied for a HMGP grant in August 2023 for an EOC after Hurricanes Ian and Nicole. Staff was able to evaluate the pros and cons of each storm and a city EOC was suggested but the city couldn't justify the cost to build its own EOC. With the HMGP grant, the city is responsible for 25% of the cost of the project.

The project application included two phases, Phase I for \$439,425 and Phase II \$3,558,345. Phase I consists of surveying, engineering, design, plans preparation, permitting and bidding for the proposed project. Phase II will consist of construction of the EOC. The city's portion of the cost for the project is \$999,442.50 out of a total project cost of \$3,997,770

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the FEMA HMGP grant contract totaling \$329,568.75 for Phase I of the city EOC project

SUGGESTED MOTION:

Motion to accept the FEMA HMGP grant contract for \$329,568.75 for Phase I of the City EOC project

ATTACHMENT: 1. 4673-143-R - For Subrecipient Signature

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City Of Daytona Beach Shores
PROJECT #:	4673-143-R
PROJECT TITLE:	City of Daytona Beach Shores, Emergency Operations Center, Safe Room
CONTRACT #:	H1137
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Lory Irwin Finance Director 2990 South Atlantic Avenue Daytona Beach Shores, Florida 32118

Enclosed is your copy of the proposed contract/modification between **City Of Daytona Beach Shores** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 359-8208 or email me at Luke.Yarborough@em.myflorida.com.

Agreement Number: H1137
Project Number: 4673-143-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City Of Daytona Beach Shores
Sub-Recipient's unique entity identifier (UEI/FEIN):	Z4MVCMLG2G63 / 596044103
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	October 17, 2024
Subaward Period of Performance Start and End Date:	October 17, 2024 - January 31, 2026
Amount of Federal Funds Obligated by this Agreement:	\$335,846.25
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$351,540.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$351,540.00
Federal award project description (see FFATA):	Safe Room
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Luke.Yarborough@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City Of Daytona Beach Shores, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Luke Yarborough
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-359-8208
Email: Luke.Yarborough@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Lory Irwin
Finance Director
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Telephone: 386-763-5328
Email: Lirwin@cityofdbbs.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on October 17, 2024 and shall end on January 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$335,846.25.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;

- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying
 - xiii. Attachment L – Florida Accountability Contract Tracking System
 - xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

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

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to 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, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF DAYTONA BEACH SHORES

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 335,846.25**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide a FEMA P-361 Standards safe room at the Emergency Operations Center in Daytona Beach Shores, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-143-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Daytona Beach Shores, shall conduct Phase I – Design of this project, which includes the engineering designs and calculations, surveys, permitting, and notices. **No construction activities are approved at this time.** The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide near absolute protection to first responders and essential staff at a hurricane safe room to be located at 3050 South Atlantic Avenue, Daytona Beach Shores, Florida 32118. Coordinates: (29.165589, -80.977803).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

The design proposed for the Phase II scope of work shall include constructing a new stand-alone safe room, to also function as an Emergency Operations Center (EOC), located in the center of the open space surrounded by the Department of Public Safety building, Fire Prevention building, and the fleet maintenance garage. The proposed safe room shall provide 2,400 square feet (SF) to attend an occupancy of 60 city administrators, support staff, public safety officers, and fire prevention personnel. The safe room shall have its own electrical and plumbing systems and a HVAC split system for ventilation. Additionally, the project also includes the installation of a permanent diesel generator. The generator shall have a capacity of 300 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the facility; and an Automatic Transfer Switch (ATS), fuel tank, and concrete pad. The City of Daytona Beach Shores currently lacks a secure and resilient space for city personnel and first responders to monitor conditions and coordinate responses during a hurricane or severe weather event involving high winds; risking their lives to remain on duty inside structures that have not been properly hardened. The project shall allow first responders to remain on duty during and after a storm to continue coordinating operations to help the community.

The safe room shall be designed and constructed to provide protection against 160 MPH winds. The safe room construction shall be designed to provide “near-absolute protection” based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the Hazard Mitigation Assistance (HMA) Guidance. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator

outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements, and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing engineering designs to be presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, study, engineering, design, public notices, and/or permitting associated with the design of a FEMA P-361 Standards structure. Verification shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Two sets of engineering Signed/Sealed final design and analysis, and surveying.
 - c) Signed and sealed Operations and Maintenance (O&M) Plan, which shall incorporate FEMA P-361, include required components, and submitted for review.
 - d) Any structural and non-structural design peer review reports as required by FEMA P-361 (as applicable).
 - e) Construction Plans and bid documents for FEMA 361 compliance.
 - f) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
 - g) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products to be utilized.
 - h) Color maps including topographical, aerial, and ground disturbance.
 - i) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
 - j) Color photographs of the project area.
 - k) Letter from the Floodplain manager verifying the project is in compliance with local floodplain ordinances/regulations.
 - l) Proof of compliance with Project Conditions and Requirements contained herein.
 - m) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by subcontractors and pay subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs

as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, to implement measures to harden a new stand-alone safe room which will provide "near-absolute protection", to FEMA P-361 standards, and install a permanent 300 kW diesel generator to be located on South Atlantic Avenue, Daytona Beach Shores, Florida 32118.

The safe room shall be designed and constructed to provide protection against 160 MPH winds. The safe room construction shall be designed to provide "near-absolute protection" based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the Hazard Mitigation Assistance (HMA) Guidance. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit Engineering plans and bidding documents prepared to complete the project. Wind protection shall be provided on any opening such as vents, louvers, and exhaust fans. All installation shall be in strict compliance with the FEMA P-361 specifications, and all proposed materials shall be certified to meet wind and impact standards.
- 2) Design documents shall provide a detailed description that includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- 3) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction Materials and Labor.
- 4) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design

and Construction for Community Safe Room, to provide “near absolute protection”. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.

D) Environmental:

- 1) Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- 2) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for re-evaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 4) The following Environmental and Historic Preservation review documentation shall be provided:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
 - c) Color photographs of any area with ground disturbance (electronic).
 - d) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
- 5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work must be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Safe Room, to provide “near absolute protection”. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.
- 11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 12) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-143-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on October 17, 2024; and the Period of Performance for this project shall end on **January 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK**Phase I –**

State Contracting:	3 Months
Bidding / Local Procurement:	2 Months
Design Specifications:	6 Months
Permitting / Survey:	2 Months
Deliverables Submitted to FDEM:	2 Months
Total Period of Performance:	15 Months

BUDGET**Line Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$418,500.00	\$313,875.00	\$104,625.00
Initial Agreement Amount:	\$418,500.00	\$313,875.00	\$104,625.00
***Contingency Funds:	\$20,925.00	\$15,693.75	\$5,231.25
Project Total:	\$439,425.00	\$329,568.75	\$109,856.25
****SRMC			
SRMC:	\$19,593.77	\$19,593.77	
SRMC-Pre-Award:	\$2,377.48	\$2,377.48	
SRMC Total:	\$21,971.25	\$21,971.25	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$20,925.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request

should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$21,971.25 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This project has a **SRMC Pre-Award**, approved by FEMA in the amount of \$2,377.48, with a start date of **August 4, 2023**.

Funding Summary Totals

Federal Share:	\$329,568.75	(75.00%)
Non-Federal Share:	\$109,856.25	(25.00%)
Total Project Cost:	\$439,425.00	(100.00%)
SRMC (100% Federal)	\$21,971.25	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Program and Policy Guide, 2023;
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with 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;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 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;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

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;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City Of Daytona Beach Shores

REMIT ADDRESS: 2990 South Atlantic Avenue

CITY: Daytona Beach Shores STATE: Florida ZIP CODE: 32118

PROJECT TYPE: Safe Room PROJECT #: 4673-143-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1137

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: _____ (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL <u>\$</u>	
APPROVED SRMC TOTAL: <u>\$</u>	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT <u>\$</u>	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City Of Daytona Beach Shores PAYMENT #: _____
PROJECT TYPE: Safe Room PROJECT #: 4673-143-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1137

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>					TOTAL

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF DAYTONA BEACH SHORES

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City Of Daytona Beach Shores **PROJECT #:** 4673-143-R
PROJECT TYPE: Safe Room **CONTRACT #:** H1137
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?** ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City Of Daytona Beach Shores
Sub-Recipient's Name

H1137
DEM Contract Number

4673-143-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-143-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 335,846.25

OBLIGATION/ACTION DATE: October 17, 2024

SUBAWARD DATE (if applicable): _____

UEID/SAM#: Z4MVCMLG2G63

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide near absolute protection to first responders and essential staff at a hurricane safe room to be located at 3050 South Atlantic Avenue, Daytona Beach Shores, Florida 32118. Coordinates: (29.165589, -80.977803).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

The design proposed for the Phase II scope of work shall include constructing a new stand-alone safe room, to also function as an Emergency Operations Center (EOC), located in the center of the open space surrounded by the Department of Public Safety building, Fire Prevention building, and the fleet maintenance garage. The proposed safe room shall provide 2,400 square feet (SF) to attend an occupancy of 60 city administrators, support staff, public safety officers, and fire prevention personnel. The safe room shall have its own electrical and plumbing systems and a HVAC split system for ventilation. Additionally, the project also includes the installation of a permanent diesel generator. The generator shall have a capacity of 300 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the facility; and an Automatic Transfer Switch (ATS), fuel tank, and concrete pad. The City of Daytona Beach Shores currently lacks a secure and resilient space for city personnel and first responders to monitor conditions and coordinate responses during a hurricane or severe weather event involving high winds; risking their lives to remain on duty inside structures that have not been properly hardened. The project shall allow first responders to remain on duty during and after a storm to continue coordinating operations to help the community.

The safe room shall be designed and constructed to provide protection against 160 MPH winds. The safe room construction shall be designed to provide "near-absolute protection" based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be

reimbursed. Eligible and ineligible costs are outlined in the Hazard Mitigation Assistance (HMA) Guidance. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements, and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

****Providing the Zip+4 ensures that the correct Congressional District is reported.**

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 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.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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 an 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. The undersigned shall require that the language of this 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.

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.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

Attachment L

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m), F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- 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 included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
 - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
 - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
 - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m), F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		

ATTACHMENT M

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor’s Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____
Certified By: _____
AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.



CITY COMMISSION AGENDA MEMORANDUM MARCH 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Agreement to Piggyback Services Contracted By The Florida Department Of Management Services For Kubota Tractor Purchase

SYNOPSIS:

City staff is requesting approval of the attached agreement to piggyback services contracted by the State of Florida Division of Management Services with Florida Coast Equipment, LLC for the purchase of a budgeted Kubota Tractor (Public Works Division). The approved Amended Final Budget FY2024-2025 has \$50,000 allocated for this equipment; however, the quote came in at \$55,467.10. The \$5,467.10 difference will be made up from savings from other capital purchases coming in at lower than budgeted amounts.

The state contract is still effective and permits cooperative (piggyback) purchasing by local governments. The State of Florida Division of Management Services solicitation was via Invitation To Bid # 20-25101900-ITB-AD, for agriculture and lawn equipment.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval.

SUGGESTED MOTION:

Approval.

ATTACHMENT: 1. Exhibit A-Florida Coast Equipment Quote For Kubota Tractor

2. Piggyback Services Agreement- City of Daytona Beach Shores + (DMS + Florida Coast Equipment)-Partially Signed

Agriculture and Lawn Equipment (25101900-21-STC)

Price Quote Form (PQF)

Updated 9/7/2021

Instructions

Contractor will need to fill in the fields that are in white. Please fill in the requested information as per the requirements of the state term contract.

Contractor will need to refer to the Product Group Discount Sheet and/or applicable price sheet on the contract website to locate the applicable Discount %.

Please enter MSRP credits as a negative number or with parenthesis in front of the MSRP. The quantity should be a whole number. Example: \$1532 or (\$1532).

If the Customer requests an OEM or Non-OEM Option, Part, Accessory, or Implement from a Group/Sub-Group that is different than that of the Base Equipment, the Contractor must provide the Group/Sub-Group number/letter in the OEM or Non-OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description field. Example: If the Base Equipment requested is from Group 1 Sub-Group B and the Customer is also requesting a loader which is only provided in Group 1 Sub-Group C, the Contractor should indicate "DMS 260 Loader (from Group 1 Sub-Group C)".

Awarded Contractor Information

Contractor Name:	Florida Coast Equipment		
Street Address:	3030 Cuyler Street		
City, State, Zip:	Mims, FL 32754		
Contact Person:	Stacy Eiben	Title:	Account Manager
Original Quote Date:	01/30/2025	Revised Quote Date:	
Phone #s:	Primary: 321-543-2483	Secondary:	
Email Address:	seiben@floridacoasteq.com		
Fax #:			

Requesting Customer Information

Agency/Eligible User Name:	City of Daytona Beach Shores		
Contact Person:	Tom Brown	Title:	
Phone #s:	Primary: 386-763-7578	Secondary:	
Email Address:	tbrown@cityofdba.org		
Fax #:			

Secondary Contact for Customer (Optional)

Contact Person:		Title:	
Phone #s:	Primary:	Secondary:	
Email Address:			
Fax #:			

Group/Sub-Group	Group/Sub-Group Description	UNSPSC Commodity Code	Manufacturer/Brand
12-A	Compact Utility Tractors, Greater Than 40 HP But Less Than 75 HP	25101901	Kubota

Base Equipment Model Number	Base Equipment Description	QTY	MSRP \$###,###.##	Base Equipment Discount % (see Product Group Discount Sheet)	Discount Dollar Amount Per Unit	Net Price Per Unit	Total Price
MX6000HST	51.7 PTO HP, 4wd, ROPS, HST, Turf Tires	1	\$ 37,988.00	12.46%	\$ 4,733.30	\$ 33,254.70	\$ 33,254.70

OEM Item Model Number	OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description	QTY	MSRP \$###,###.##	OEM Discount % (see Product Group Discount Sheet)	Discount Dollar Amount Per Unit	Net Price Per Unit	Total Price
E1134	Deluxe Fiberglass Canopy	1	\$ 494.00	5.00%	\$ 24.70	\$ 469.30	\$ 469.30
E1136	Canopy Mounting Kit	1	\$ 245.00	5.00%	\$ 12.25	\$ 232.75	\$ 232.75
LA1055A	Front End Loader	1	\$ 5,517.00	5.00%	\$ 275.85	\$ 5,241.15	\$ 5,241.15
L2235A	72" Quick Attach Bucket	1	\$ 868.00	5.00%	\$ 43.40	\$ 824.60	\$ 824.60
MX2131	Loader Valve for ROPS	1	\$ 934.00	5.00%	\$ 46.70	\$ 887.30	\$ 887.30
BH92	Backhoe, 9 ft Digging Depth	1	\$ 10,236.00	5.00%	\$ 511.80	\$ 9,724.20	\$ 9,724.20
BH4978	Backhoe Subframe Kit	1	\$ 1,593.00	5.00%	\$ 79.65	\$ 1,513.35	\$ 1,513.35
BT4550	Quick Coupler	1	\$ 829.00	5.00%	\$ 41.45	\$ 787.55	\$ 787.55
BT4552	12" QA Bucket	1	\$ 1,000.00	5.00%	\$ 50.00	\$ 950.00	\$ 950.00
SUBTOTAL: OEM Options, Parts, Accessories, and Implements CONTINUED					\$ -	\$ -	\$ -
TOTAL COST: OEM Options, Parts, Accessories, and Implements					\$ 1,085.80	\$ 20,630.20	\$ 20,630.20

Non-OEM Item Model Number	Non-OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description	QTY	MSRP \$###,###.##	Non-OEM Discount % (see Product Group Discount Sheet)	Discount Dollar Amount Per Unit	Net Price Per Unit	Total Price
APPFL5648	48" Pallet Forks	1	\$ 1,758.00	10.00%	\$ 175.80	\$ 1,582.20	\$ 1,582.20
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
SUBTOTAL: Non-OEM Options, Parts, Accessories, and Implements CONTINUED					\$ -	\$ -	\$ -
TOTAL COST: Non-OEM Options, Parts, Accessories, and Implements					\$ 175.80	\$ 1,582.20	\$ 1,582.20
Grand Total State Term Contract Price							\$ 55,467.10

Contractor Comments:

Customer Comments:

*UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the Product Group Discount Sheet for the code(s) applicable to each Group/Sub-Group.

CITY OF DAYTONA BEACH SHORES'
AGREEMENT TO PIGGYBACK SERVICES CONTRACTED BY THE STATE OF
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this day of 2/26, 2025, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, hereinafter referred to as the "City", and FLORIDA COAST EQUIPMENT, LLC., hereinafter referred to as "Contractor", concerning that certain agreement entitled Agriculture and Lawn Equipment (Contract No. 25101900-21-STC), originally dated the 15th day of January, 2021, and most recently amended on the 10th day of October, 2023 ("the State of Florida Department of Management Services Contract").

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, On or around the 14th day of December, 2020, the State of Florida Department of Management Services, advertised an Invitation To Bid # 20-25101900-ITB-AD, for agriculture and lawn equipment; and

WHEREAS, the State of Florida Department of Management Services thereafter awarded the bid to Contractor based on the terms and conditions set forth in the Contract between Contractor and the State of Florida Division of Management Services, dated on or around the 15th day of January, 2021 (hereinafter "the State of Florida Department of Management Services Contract").

WHEREAS, the initial term of the State of Florida Department of Management Services Contract was three (3) years, with the option to renew for a term not to exceed the initial contract term. The most recent amendment effective the 10th day of October, 2023 extended the term through the 31st day of December, 2026;

WHEREAS, the general construction and repair services provided by Contractor are needed by the City of Daytona Beach Shores; and

WHEREAS, Ordinance 2022-13, section 2-9 (i) (3) of the City of Daytona Beach Shores Code of Ordinances authorizes the city manager to recommend the purchase of personal property and contractual services by "piggy-backing" on an award by another governmental entity's competitive bidding process if certain criteria are met; and

WHEREAS, the City Manager finds the State of Florida Department of Management Services Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Daytona Beach Shores; 2) The City of Daytona Beach Shores and Contractor authorize the "piggyback" on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Daytona Beach Shores to enter into an agreement with Contractor containing similar terms and conditions as contained the State of Florida Department of Management Services Contract; and

WHEREAS, the parties hereby agree and consent to "piggyback" on the rates/prices and terms and conditions in the State of Florida Department of Management Services Contract, all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Amendment. This Agreement to "piggyback" services hereby amends and supplements the terms of the State of Florida Department of Management Services Contract. The City of Daytona Beach Shores and its equivalent staff and address shall be substituted for the State of Florida Department of Management Services and its staff and addresses, as may be required in the awarded State of Florida Department of Management Services Contract. In the event of a conflict between the terms of the State of Florida Department of Management Services Contract and terms of this Agreement to "piggyback", the terms of this Agreement to "piggyback" shall prevail.

3. Scope of Services or Goods Provided. Contractor agrees to provide the City with the scope of services or goods in accordance the Agricultural and Lawn Equipment Price Quote Form which is attached hereto and made a part hereof as **Exhibit "A"**.

4. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**DAYTONA BEACH SHORES CITY HALL
OFFICE OF THE CITY CLERK
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118
(386) 763-5353**

5. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

6. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the State of Florida Department of Management Services Contract shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the State of Florida Department of Management Services Contract in derogation hereof shall be void and of no force or effect.

7. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

8. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

9. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City

if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

10. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

12. Counterparts, Electronic Copies and Signatures. This Agreement may be signed in counterparts and electronic copies and signatures shall be acceptable and deemed as original.

(SIGNATURE PAGE FOLLOWS)

FIRST COAST EQUIPMENT
PIGGYBACK AGREEMENT- DMS
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:

Print Name:

Joe Moreno

Title:

Manager

Company: Florida Coast Equipment, LLC

ATTEST:

City of Daytona Beach Shores

Cheri Schwab, City Clerk

Nancy Miller, Mayor

APPROVED AS TO FORM

Paul Waters

Paul Waters, Esq.
Assistant City Attorney



CITY COMMISSION AGENDA MEMORANDUM
MARCH 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Approval for Mayor Miller to attend Team Volusia 2025 Annual Meeting

SYNOPSIS:

The City Commission travel policy does not include meetings for Team Volusia. Mayor Miller would like to attend the annual meeting and the ticket cost is \$150.00

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. TVEDC 2025 Annual Meeting Invite -Final
2. Res 2023-05 Elected Officials Travel Policy

2025 ANNUAL MEETING

TEAM VOLUSIA ECONOMIC DEVELOPMENT CORPORATION

You're Cordially Invited To ATTEND

TEAM VOLUSIA EDC's 2025 ANNUAL MEETING AT THE
MORI HOSSEINI CENTER - DAYTONA STATE COLLEGE
1200 West International Speedway Boulevard, Daytona Beach
ON THURSDAY, MARCH 13, 2025

RSVP

1 MARCH 2025

Registration and Networking from 5:00 to 6:00 pm

Dinner Meeting from 6:00 to 8:30 pm

Investor tickets \$150 · Future Investor tickets \$200

Reserved Full Table (limited) \$1,300

Tickets available until March 1!

To RSVP, click this link: [Team Volusia Annual Meeting Tickets](#)

FEATURED SPEAKERS



Paul A. Sohl
Rear Admiral USN (ret)
Chief Executive Officer
Florida High Tech Corridor



Dr. Matt Swanson
Interim President, SelectFlorida
COO, FloridaCommerce

Please see next page for bios for Rear Admiral Sohl and Dr. Swanson.

Paul A. Sohl, Rear Adm. USN (Ret)
CEO, Florida High Tech Corridor

Paul Sohl is CEO of the Florida High Tech Corridor (The Corridor), an organization serving a 23-county region anchored by three of the country's largest research institutions: the University of Central Florida (UCF), the University of South Florida (USF) and the University of Florida (UF). The Corridor's mission is to converge and catalyze the capacity of high tech, innovation, and bright minds to generate a global ripple effect that advances the lives of people in the communities it serves.

As CEO, Sohl facilitates connection and collaboration between the three universities and their partners in academia, industry and economic development. He also oversees The Corridor's portfolio of programs supporting research, marketing, workforce and entrepreneurship. This includes its cornerstone Matching Grants Research Program, which since its inception in 1996 has generated over \$1 billion in verified downstream impacts; Cenflucence—a clustering initiative in partnership with the governments of Orange County, Seminole County, the City of Orlando and Duke Energy; STEM outreach; and Small Business Innovative Research (SBIR) facilitation.

Sohl joined The Corridor in June 2020, following more than three decades of service in the U.S. Navy. In his last command, Sohl led over 500 civilian and military personnel at the Navy's Operational Test & Evaluation Force in Norfolk, Virginia, where he directed the operational testing and evaluation of all Navy warfighting systems and capabilities.

He has also commanded the Naval Aviation Fleet Readiness Center enterprise headquartered in Patuxent River, Maryland, where he was responsible for a workforce of over 16,000 and an operating budget of \$2.9 billion; the Naval Air Warfare Center Weapons Division and Naval Test Wing Pacific in China Lake and Point Mugu, California; and the Fleet Readiness Center Southeast in Jacksonville, Florida. Sohl has extensive experience in simulation and training as a program director and test pilot and has served two tours overseas for Operation Desert Shield and Operation Enduring Freedom.

Sohl holds a bachelor's degree in aeronautical engineering from the Massachusetts Institute of Technology and a master's degree in aeronautical and astronautical engineering from Stanford University.

Dr. Matt Swanson
Interim President, SelectFlorida
COO, FloridaCommerce

Dr. Matt Swanson is proud to support Florida's economy, communities, and workforce as Chief Operating Officer (COO) at FloridaCommerce. He prioritizes effective operational collaboration agencywide that enables the agency to empower its team of over 1,500 employees as well as Floridians and their communities, to flourish. Matt continuously ensures the department's resources, including its \$2.3 billion budget, are deployed efficiently and effectively. He provides strategic direction and operational leadership throughout the agency, fostering a culture of innovation and learning, while driving initiatives to enhance operational effectiveness and agility. Matt is driven by complex challenges and thrives on reimagining possibilities to achieve results.

In his role as COO of FloridaCommerce, Matt also serves as the Interim President of SelectFlorida, Florida's international commerce agency, and as Vice President and Treasurer of the Florida Opportunity Fund, Florida's venture capital organization. In these roles he supports business development and advancement, Florida's economic development goals, and ensures strategic alignment among programs. Matt translates organizational vision into actionable plans, driving performance improvement and delivering added value to stakeholders.

Prior to his appointment as COO, Matt was the Senior Vice President and Chief Financial Officer for Enterprise Florida. He was instrumental in several key initiatives including the implementation of H.B. 5, which streamlined Florida's economic development programs, consolidated Enterprise Florida, and the Department of Economic Opportunity into a new Florida Department of Commerce, and established SelectFlorida. At Enterprise Florida Matt improved employee recruitment and retention through the development of new benefit and leave programs. He also led the charge in modernizing operations and implementing structures designed to drive business and economic growth throughout the state.

Matt previously served as the Controller for Bravado Health and held key leadership positions in public and private higher education including Vice President of Finance and Business Operations for Jacksonville University and Vice Chancellor and Chief Financial Officer for Fletcher Technical Community College. Matt holds a Bachelor of Science Degree in Business Management, a Master of Business Administration, and a Doctor of Business Administration. Originally from Chesapeake Beach, Maryland, Matt lives in Tallahassee, Florida with his wife, Emily. In his spare time Matt enjoys spending time with family and friends, supporting Florida's local restaurants, and visiting Florida's beaches. Matt is a baseball fan, favoring the Baltimore Orioles, and is working toward a goal of attending a game in every major league baseball stadium.



RESOLUTION NO. 2023-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES ADOPTING A TRAVEL POLICY FOR ELECTED OFFICIALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, from time-to-time elected officials are required to travel for City business; and

WHEREAS, the City of Daytona Beach Shores and its citizens benefit by having a fiscally responsible and ethical travel policy for elected officials; and

WHEREAS, this Resolution establishes a travel policy for elected officials that addresses such things as meal and mileage allowances, City issued purchasing card guidelines, travel authorizations, overnight accommodations, and reimbursements; and

WHEREAS, Section 112.061, Florida Statutes, also regulates per diem and travel expenses of public officers, employees, and authorized persons; and

WHEREAS, the City's travel policy for elected officials is now presented to the City Commission for formal adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, AS FOLLOWS:

SECTION 1. Findings. The above WHEREAS clauses are true and correct and incorporated herein by this reference.

SECTION 2. Adoption The City Commission hereby adopts the following travel policy for elected officials:

1. No meal allowance will be granted for travel within Volusia County unless payment for such a meal is a requirement of the travel event.
2. All out of state travel and travel involving a choice between driving and flying must be pre-approved by the City Commission before travel arrangements are made, unless travel is an emergency, in which case, approval may occur after travel.
3. The City's Purchase Card shall be used for travel expenses, i.e., hotel, event registration, etc. The City's purchase card is not to be used for meals in lieu of city paid per diem. To guard against credit card fraud, receipts should be submitted for all purchasing card transactions. Elected Officials are responsible for purchasing card transactions. On multi-day trips, the allowable per diem is calculated as a total amount for the entire trip.

4. Travel authorization requests should be submitted in time for inclusion in a City Commission agenda prior to travel to obtain the appropriate approval. These forms should also be used to obtain a check prior to travel for mileage and per diem not covered under the Purchase Card program.

5. Authorized vehicle mileage will be reimbursed at the City's prevailing rate and will be verified using MapQuest or a similar program. Travel distance shall be calculated using City Hall as the starting and returning address.

6. No overnight accommodations will be paid for by the City unless such accommodations are approved by the City Commission.

8. The following per diem rates will be provided when elected officials must stay overnight:

8.a. All elected officials shall receive a per diem rate of \$80/day. Beginning and ending travel day per diem will be pro-rated, based on time of departure and return; departures after 8:00 am qualify for 75% of per diem for that day; arrivals prior to 4:30 pm qualify for 50% per diem for that day. Return departures after 11:00 am but before 4:30 pm qualify for 50% per diem for that day and return departures after 4:30 pm qualify for 75% of per diem for that day.

8.b. Meals provided for in the registration fee for a conference shall be deducted from the daily per diem amount as follows: \$10 for Breakfast; \$10 for Lunch and \$20 for dinner. Continental breakfasts included in the registration do not qualify for a breakfast per diem reduction.

9. Expenses for spouses, significant others, etc., to attend any event will not be paid by the city and shall be paid in advance of any event.

PURCHASE CARD GUIDELINES FOR TRAVEL

10. Expenses must be incurred within the date and time boundaries of the approved travel event, or when reasonable for hotel reservations, event registrations, etc. in advance of the event. Expenses must also serve a public purpose for the betterment of the City or its citizens.

11. Fuel is an authorized purchase for elected officials traveling in a city-owned vehicle during the time and date of travel.

12. Prudent judgment is required for any expense that a traveler either charges to a City Purchasing Card or expects reimbursement. Gift cards, department store purchases, movie rentals, bulk liquor store charges are examples of items not considered legitimate expenses.

13. Per diem amounts are designed to support legitimate and necessary travel expenses. No receipts are required to support per diem amounts. It is up to the elected official to adequately allocate their per diem for the duration of their travels.

14. All reimbursements for travel or per diem expenses are restricted to travel and per diem costs that accrue within the State of Florida and have been approved in the annual budget of the City, or have been specifically approved by the City Commission.

15. All reimbursements for travel or per diem expenses are restricted to events with a defined public purpose that are generally accepted or can be articulated as providing a benefit to the citizens of Daytona Beach Shores. Examples of such events include:

- 15.a. In-state, intergovernmental association meetings where all members of such organizations are invited to attend;
- 15.b. Local inter-governmental council or league meetings where all members of such councils/leagues are invited to attend;
- 15.c. Private meetings with citizens, business interests, and/or other local, state, or federal government officials where the topic is (or has) a public purpose that can be demonstrated to show a tangible and specific benefit to the citizens of Daytona Beach Shores;
- 15.d. Training courses, schools of governance, etc., that relate to either the regular performance of duties for an elected official, or to a specific topic requiring a generally accepted need for elected official expertise.
- 15.e. Any public event where the City Council has specifically appointed the elected official to represent the City, or where the Mayor or Vice Mayor would customarily attend and represent the City.

16. No reimbursements for travel or per diem expenses shall be provided to elected officials for meetings or travel where little or no additional public benefit accrues to the citizens of the City as a result of such meeting or travel. Examples of such events include:

- 16.a. Committee or officer-only meetings of any inter-governmental associations/councils/leagues, wherein the City elected official is not required to be either an officer or a committee member, and/or where that officer or committee appointment cannot be shown to provide a tangible and specific benefit that would not otherwise accrue to the City;
- 16.b. Campaign, fund raising, or organizational events of any kind benefiting or designed to benefit any candidate for any office;

16.c. Any other event or meeting not conforming to the criteria or examples in number 15 (a) – (e) above.

17. Specifically, Council members will be reimbursed /compensated for the following:

- Volusia League of Cities Events/Dinner Meetings
- Volusia Council of Government (VCOG) Meetings
- Elected Officials Roundtable
- Volusia Transportation Planning (TPO) Meetings
- Florida League of Cities (FLC)
 - IEMO Training (Basic and Advanced)
 - Annual Conference
 - Legislative Policy Committee Meetings
 - League of Mayor's Meetings
 - Ethics Training (Meeting state requirements)

18. Mileage will be reimbursed ONLY to the City's designated elected official representative for the meetings listed in paragraph 17 if they occur outside of Volusia County. If the designated representative is unable to attend a meeting, the designated alternate will be reimbursed for mileage.

SECTION 3. Conflicts. The most restrictive interpretation shall govern any conflicts between this Travel Policy and Section 112.061, Florida Statutes.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy Miller, Mayor

By: _____
Kurt Swartzlander, City Manager

ATTEST:

By: _____
Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Vose Law Firm, City Attorney

Passed and adopted on this _____ day of _____, 2023.



CITY COMMISSION AGENDA MEMORANDUM MARCH 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Fowler, Public Safety Director

PREPARED BY: Mike Fowler, Public Safety Director

SUBJECT: MOU between City of Daytona Beach Shores and the United States Immigration and Customs Enforcement Agency

SYNOPSIS:

With recent changes to State and Federal laws regarding illegal aliens, the United States Immigration and Customs Enforcement Agency ("ICE") has requested assistance from local law enforcement agencies. The MOU, which is on the agenda, has been distributed to local law enforcement agencies around the State and Country. Larry Keefe, Director of Florida's State Board of Immigration, is seeking participation from as many municipalities as possible, as soon as possible.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Recently, ICE entered over 700,000 civil warrants into the NCIC database for the arrest of illegal aliens. Although the Florida Legislature has recently enacted legislation that authorizes state and local law enforcement officers to make arrest aliens for illegal entry into the state, currently only ICE officers can arrest illegal aliens solely for "being" illegal aliens or for the above-mentioned civil warrants.

The MOU sets forth criteria for the local law enforcement agency personnel to become trained and certified (essentially deputized) by ICE to make arrest of illegal aliens and perform other law enforcement duties previously delegated to ICE. This will assist ICE with the enforcement of the new policies regarding the handling of illegal aliens.

The agenda materials include the MOU. Also included is a more detailed explanation of recent State legislation and the MOU which was prepared by David Marsey, Esq., from Rumberger, Kirk and Caldwell, P.A., who represents the Florida Police Chief's Association and other local law enforcement organizations.

LEGAL REVIEW:

The City Commission should consider entering into the MOU with ICE to show its cooperation with State and Federal authorities.

RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

I move to execute / not execute the Memorandum of Understanding between City of Daytona Beach Shores and the United States Immigration and Customs Enforcement Agency.

- ATTACHMENT:**
1. TFM_MOA_fillable
 2. ARTICLE_-Preliminary_Operati

MEMORANDUM OF AGREEMENT

287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the _____, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the _____ (hereinafter interchangeably referred to as “Law Enforcement Agency” (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents _____ in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA’s jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

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photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

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on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

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defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at _____. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

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used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

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misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

Date: _____

Signature: _____

Title: _____

For ICE:

Date: _____

Signature: _____

Title: _____

APPENDIX A

POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE: Department of Homeland Security
 Immigration and Customs Enforcement
 Enforcement and Removal Operations
 Assistant Director for Enforcement
 Washington DC

For the LEA:

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the _____, hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

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ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs

February 25, 2025

Preliminary Operational Aspects of Immigration Reform

By J. David Marsey
dmarsey@rumberger.com

After a spirited flurry of immigration bills filed over three special sessions, the Florida Legislature has implemented several changes to Florida's handling of unauthorized aliens which became law February 13, 2025. To be clear, an "unauthorized alien" means a person who is 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 term shall be interpreted consistently with any applicable federal statutes, rules, or regulations. § 908.111(1)(d), Fla. Stat. These changes are very broad and impact the criminal justice system, law enforcement operations, and local governments. A full summary of the changes is beyond the scope of this article, which instead focuses on the operational aspects impacting Florida's law enforcement officers.

The Legislature created Chapter 811, Florida Statutes, which includes the prohibition, upon criminal penalty, for any unauthorized alien who is 18 years of age or older from entering Florida More specifically:

[A]n unauthorized alien who is 18 years of age or older and who knowingly enters or attempts to enter this state after entering the united States by eluding or avoiding examination or inspection by immigration officers commits a misdemeanor of the first degree.

§ 811.102(1), Fla. Stat. Notably, one who violates this section is not eligible for a civil citation or pre- or post-arrest diversion programs, and a conviction carries a minimum mandatory sentence of 9 months. The statute provides increased penalties for repeat offenders, providing a second conviction is a third-degree felony, which carries a minimum mandatory sentence of 2 years in the Department of Corrections. However, an unauthorized alien may not be arrested for a violation of this provision if he or she was encountered by law enforcement during the investigation of another crime and the alien was a witness or a victim. Although an officer is not required to investigate affirmative defenses, the new law provides for several, including: (1) the Federal Government has granted lawful presence or discretionary relief that authorizes the alien to be in the United States; (2) if the unauthorized alien is subject to relief under the Cuban Adjustment Act of 1966, or (3) the unauthorized alien's entry into the country did not constitute a violation of 8 U.S.C. s. 1325(a).¹ In this state of flux, caution would suggest an arrest should be deferred until federal immigration authorities confirm none of these factors apply.

¹ Which prohibits entry at an unauthorized time or place or through fraud.

Additionally, if an unauthorized alien illegally enters the state, who has three or more prior convictions for a misdemeanor or non-forcible felony, they are guilty of a felony and subject to the two-year minimum mandatory sentence. If an unauthorized alien illegally enters the state who has a prior conviction for a forcible or aggravated felony, they are guilty of a felony and subject to a five-year minimum mandatory sentence.

Making an arrest under this statute requires the arresting law enforcement agency to: (1) notify immigration and Customs Enforcement of the arrest and to provide known information relating to the unauthorized alien, and (2) notify FDLE and to provide known information relating to the unauthorized alien. Regarding notification to FDLE, the arresting agency must also provide the arrestee's fingerprints, photograph, and any other biometric information necessary to identify the unauthorized alien.

Newly created Chapter 811 also provides for harsher penalties for those who have already been "denied admission, excluded, deported, or removed or having departed the United States during the time an order of exclusion, deportation, or removal is outstanding" and who enter, attempt to enter, or are found in the state. § 811.103, (1), Fla. Stat. Under these circumstances, the unauthorized alien commits a felony of the third degree. The arresting agency must make identical disclosures to ICE and FDLE upon arrest of an authorized alien under this subsection.

Section 104.155(1), Florida Statutes was created which provides that non-citizen who cast votes in any election within the state, commit a third-degree felony. Similarly, those who aid or solicit non-citizens in illegally voting likewise commit a felony of the third degree. § 104.155(2), Fla. Stat.

Section 908.104, Florida Statutes was revised to require state and local law enforcement agencies, and the officials responsible for directing and supervising them shall use best efforts to support the enforcement of federal immigration law. A state entity, local government entity, or law enforcement agency may not prohibit or in any way restrict a law enforcement officer from executing or assisting in execution of a valid judicial warrant. It also provides that, upon request from a federal immigration agency, a sheriff or chief correctional officer operating a county detention facility must provide a list of all inmates and any information about their immigration status.

These statutes provide Florida's law enforcement officers with the ability to arrest unauthorized aliens under the enumerated situations. It is crucial to note, however, that admission that one is an unauthorized alien is insufficient to establish probable cause to arrest. Instead, independent corroboration from federal immigration authorities is required and should be thoroughly documented. Also noteworthy is the yet-unsettled question of whether the unauthorized entry to the state must occur in an officer's presence in order to authorize a misdemeanor arrest, or if the unauthorized alien's mere presence in the state sufficient evidence of illegal entry. Until the courts address the issue, this issue is most likely going to be governed by the elected State Attorneys to determine under what standards they will prosecute unauthorized aliens.

February 25, 2025

Page 3

On February 24, 2025, the Florida Sheriff's Association provided the following guidance to their members regarding the administrative warrants being placed into NCIC by ICE, which we adopt and convey here:

It has come to our attention that over the weekend, approximately 700,000 ICE administrative (civil) arrest warrants (I-205) were entered into NCIC. As a result, during everyday policing activities, your deputies may encounter someone for whom ICE has issued an administrative arrest warrant that has been entered into NCIC, and your personnel have no criminal charges on the person. This is a reminder that sheriff's office personnel who are not 287(g) deputized cannot serve or arrest anyone on these administrative warrants, even though they are in NCIC. Arrests on these warrants can only be made by federal agents/officers with immigration authority or a state/local officer who has been 287(g) deputized.

Certainly, your personnel may arrest an individual with an outstanding administrative arrest warrant on a criminal charge, but they cannot arrest the individual on the ICE warrant alone. If your deputy has criminal charges on the person they can arrest the person on those criminal charges, take the person to the county jail, and then notify ICE, who can then come to the jail and serve their administrative arrest warrant. If your deputies do not have criminal charges on the person for whom there is an administrative arrest warrant in NCIC, your deputies should contact the ICE Law Enforcement Service Center (LESC) at the number in the NCIC hit and request and ICE officer come to the scene to arrest the individual. The ICE LESC will ask for the date/time of the stop, reason for the stop, and whether there are local charges. The LESC will then contact a local ICE office to have someone respond to the scene.

If the ICE officer cannot arrive at the scene within a reasonable amount of time (you need to decide what that is), your only real option is to collect as much information from the person as you can and release the person and ICE will have to try to find them through their fugitive operations. Deputies should not transport these people to jail unless there are criminal charges associated with the encounter. If the person is arrested on state or local charges and transported to jail, the normal process of notifying ICE would occur, or if your facility is part of the 287(g) or Warrant Service Officer program, the warrant can be served upon booking.

Should your personnel act on the administrative warrant alone and transport the person to a jail, there may be liability consequences for you and the deputy because your deputies have no authority to make that arrest.

As you are aware, the immigration guidance and actions by the federal government are extremely fluid at this time.

Moving forward, Florida's police chiefs should consult their elected State Attorneys to determine the best practices to ensure effective prosecutions in the different circuits and work with their legal counsel to develop policies and procedures and training guidelines to ensure the timely and efficient implementation of these new tools to address unlawful immigration. Given the potential liability concerns for arresting an unauthorized alien based solely on an ICE administrative warrant by a non287(g) deputized officer, the FPCA recommends that Chiefs and law enforcement executives provide immediate guidance to sworn personnel in this regard. The FPCA will convey any updates, training, procedures, or guidance we receive from federal and state partners. However, due to the rapidly evolving landscape, law enforcement administrators and their officers should consult their local counsel for fact-specific guidance.

J. David Marsey is a former police officer, investigator and prosecutor and is a partner at the law firm of RumbergerKirk in Tallahassee, Florida. He defends and advises corporations, government entities and their employees on casualty, employment, and constitutional issues throughout the state. For more information, please visit www.rumberger.com.



**CITY COMMISSION AGENDA MEMORANDUM
MARCH 4, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: Purchase of 5 XL-185M Mobile Radios

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. DBSPS QO0031827 5 XL-185M 2-25-25
2. Communications International Sole Source Daytona Beach Shores DPS



Communications International, Inc.
2150 15th Ave
VERO BEACH, FL 32960

Quotation

Page	1 of 2
Quotation ID	QO0031827
Date	02/25/2025
Expiration date	03/25/2025
Terms	N30
Requested By	Ron Eubanks
Salesperson	Robyn R Disbro
Phone	(386) 947-9999
E-mail	rdisbro@ask4ci.com

Bill to

Daytona Beach Shores Public Safety
Accounts Payable
3050 S Atlantic Ave
DAYTONA SHORES, FL 32118

Delivery address

Daytona Beach Shores Public Safety
Accounts Payable
3050 S Atlantic Ave
DAYTONA SHORES, FL 32118

DBSPS (5) XL-185M

Installation not quoted per customer request. Installs will be completed by Bartow

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XT-MPS1M	MOBILE, XL-185M, SINGLE BAND	5.00	3,815.00	28%	2,746.80	13,734.00
XT-Y3EWP	SERVICE ASSIST, EXT WARRANTY 3YR, XL185M	5.00	275.00	0%	275.00	1,375.00
XT-PL8Y	FEATURE, ENCRYPTION LITE	5.00	0.01	0%	0.01	0.05
XT-PL4F	FEATURE, PHASE 2 TDMA	5.00	275.00	28%	198.00	990.00
XT-PL5K	FEATURE P25 OTAP PROFILE	5.00	395.00	28%	284.40	1,422.00
XT-PL5L	FEATURE, OTAR	5.00	650.00	28%	468.00	2,340.00
XT-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	5.00	785.00	28%	565.20	2,826.00
XT-PL4L	FEATURE, SINGLE BAND, 7/800	5.00	0.01	0%	0.01	0.05
XT-P25ED	FEATURE PACKAGE, P25 & EDACS TRUNKING	5.00	2,500.00	28%	1,800.00	9,000.00
XT-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	5.00	495.00	28%	356.40	1,782.00
XT-MC6A	MICROPHONE, XL, STANDARD MOBILE	5.00	105.00	28%	75.60	378.00
XT-AN8D	ANTENNA, ELEMENT, 700/800 3DB	5.00	100.00	28%	72.00	360.00
XT-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	5.00	80.00	28%	57.60	288.00
XT-CP6A	CONTROL UNIT, XL-CH	5.00	1,850.00	28%	1,332.00	6,660.00



Quotation

Page 2 of 2
Quotation ID QO0031827
Date 02/25/2025
Expiration date 03/25/2025

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
	Programming	5.00	34.00	0%	34.00	170.00
	Shipping	1.00	90.00	0%	90.00	90.00

Order Acceptance - Please sign below

Pre-tax Total	\$41,415.10
----------------------	--------------------

Signature _____

Printed name _____

Date _____

***This quotation does not include tax
Applicable taxes will be calculated during invoicing***

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.



L3HARRIS TECHNOLOGIES, INC.

Communication Systems
221 Jefferson Ridge Parkway
Lynchburg, VA USA 24501-6952
Phone 1-800-368-3277

L3Harris.com

January 28th, 2025

Daytona Beach Shores DPS
Attn: Sergeant Jessica Schoenbrod
3050 South Atlantic Avenue
Daytona Beach Shores, FL 32118

Communications International Inc., L3Harris Authorized Service Center and Sole Source Provider

This letter serves as written confirmation that Communications International Inc. is a L3Harris Dealer and Regional Center of Excellence - Elite Channel Partner in good standing with L3Harris Technologies, Inc. As such, Communications International Inc. is authorized to resell L3Harris Public Safety and Professional Communications products as outlined in the L3Harris partner agreement.

Additionally, Communications International Inc. is a L3Harris PSPC Authorized Service Center (ASC) and is trained and certified to service & repair L3Harris PSPC products. Orders for L3Harris equipment, service, repairs and calibrations of L3Harris products and associated accessories may be placed through Communications International Inc. or L3Harris.

In addition to the above, Communications International Inc. is authorized as the service provider for the Daytona Beach Shores Public Safety Department and their L3Harris communications equipment.

Please contact me if you have any questions.

Respectfully,

Chris Johnson
Southeast Channel Manager
COMMUNICATIONS SYSTEMS / L3HARRIS TECHNOLOGIES
Mobile: +1-434-485-2090
ACTION-URGENCY-EXCELLENCE



CITY COMMISSION AGENDA MEMORANDUM MARCH 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Gwyn Herstein, City Planner
PREPARED BY: Gwyn Herstein, City Planner
SUBJECT: Ordinance 2025-02: Voluntary Annexation, 123 Esmeralda Avenue

SYNOPSIS:

Justin A. Giffin, property owner of the unincorporated Volusia County single-family residential property located at 123 Esmeralda Avenue (Exhibit 1), has petitioned the City of Daytona Beach Shores for voluntary annexation into the City's corporate limits (Exhibit 2) pursuant to Section 171.044, Florida Statutes. The owner purchased the property in 2018. If adopted, Ordinance 2025-02 will annex the subject property and adjacent right-of-way (to centerline) into the City limits of Daytona Beach Shores (Exhibit 3).

FISCAL IMPACT STATEMENT:

BACKGROUND:

The subject property is approximately 0.126 acres with dimensions of 55' x 100'. The property contains a single-story single-family residential structure with a total building area of 1,092 sq ft. (Exhibit 4). Pursuant to Section 171.062, Florida Statutes, the owner has also submitted applications to amend the future land use and zoning classifications of the property in question to those of the City. The future land use amendment and rezoning ordinances will be adopted subsequent to the formal annexation of the subject property.

Exhibit 5, attached, provides a general description of the subject property, while Exhibit 6 demonstrates compliance with the voluntary annexation requirements prescribed in Section 171.044, Florida Statutes.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2025-02 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

"I move to approve Ordinance 2025-02 as presented."

- ATTACHMENT:**
1. Ord 2025-02-Voluntary Annexation
 2. Annexation Staff Report Exhibits Ord 2025-02

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 123 ESMERALDA AVENUE (TAX PARCEL IDENTIFICATION NUMBER 5335 01 05 0290) TOGETHER WITH ASSOCIATED RIGHTS-OF-WAY IN ACCORDANCE WITH SECTION 171.044, *FLORIDA STATUTES*; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.

WHEREAS, Justin A. Giffin, property owner, applied for annexation of property into the City of Daytona Beach Shores and is hereby determined to be the fee simple title owner of the real property described below; and

WHEREAS, the said applicant petitioned the City of Daytona Beach Shores, pursuant to Section 171.044, *Florida Statutes*, for annexation of said property into the municipal limits of the City of Daytona Beach Shores; and

WHEREAS, the subject property is currently addressed 123 Esmeralda Avenue; and

WHEREAS, the subject property currently has a Tax Parcel Identification Number 5335 01 05 0290; and

WHEREAS, the City of Daytona Beach Shores has determined that all of the property which is proposed to be annexed into the City of Daytona Beach Shores is within an unincorporated area of Volusia County, is reasonably compact and contiguous to the corporate areas of the City of Daytona Beach Shores, Florida and it is further determined that the annexation of said property will not result in the creation of any enclave (and, indeed, logically fills in the City Limits of the City and is consistent with sound principles and practices relating to the delineating of jurisdictional boundaries thereby furthering sound management in terms of the provision of public facilities and services as well as sound land use planning), and it is further determined that the property otherwise fully complies with the requirements of State law and has, further, determined that associated rights-of-way should be annexed hereby; and

WHEREAS, the City Commission of the City of Daytona Beach Shores, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

WHEREAS, the City Commission of the City of Daytona Beach Shores, Florida hereby determines that it is to the advantage of the City of Daytona Beach Shores and in the best interests of the citizens of the City of Daytona Beach Shores to annex the aforescribed property; and

WHEREAS, the provisions of Section 166.031(3), *Florida Statutes*, provide that [a] municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2); and

WHEREAS, the provisions of Section 171.091, *Florida Statutes*, provide as follows:

Recording.—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

; and

WHEREAS, the map attached hereto as Exhibit “A” shows, describes, and depicts the property and named associated rights-of-way which are hereby annexed into the City of Daytona Beach Shores said Exhibit being incorporated into the substantive provisions of this Ordinance as if fully set forth herein verbatim.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, as follows:

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS/ANNEXATION OF PROPERTIES.

(a). The City Commission of the City of Daytona Beach Shores hereby finds that the recitations set forth are true and correct and that the requirements of Section 171.044, *Florida Statutes*, as well as all other requirements of controlling law, have been complied with in every respect.

(b). Under the authority of Section 166.031 (3), *Florida Statutes*, relating to city charter amendments, “[a] municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. . . . A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State . . .” This Ordinance shall amend the boundaries of the City to include the property annexed in this Ordinance.

SECTION TWO: ANNEXATION INTO THE CITY. The real property depicted and described by metes and bounds in Exhibit “A” appended hereto, which Exhibit is made part hereof and which property is owned by the petitioning property owner, and further described as set forth below, together with the associated rights-of-way as described below, is hereby annexed into the City Limits of the City of Daytona Beach Shores, said property being described as follows:

THE EASTERLY 55 FEET OF LOTS 26 THROUGH 29, BLOCK E, RIOMAR BEACHES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 95, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH THE NORTHERLY ½ OF ESMERALDA AVENUE LYING EASTERLY OF THE WEST LINE OF EAST 55 FEET OF LOTS 26 THROUGH 29 AND LYING WESTERLY OF THE WEST LINE OF LOT 30, SAID BLOCK E, RIOMAR BEACHES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 30, BLOCK E, RIOMAR BEACHES, SAID PUBLIC RECORDS AND THE CENTERLINE OF ESMERALDA AVENUE, A 50 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE WESTERLY ALONG SAID CENTERLINE TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THE EASTERLY 55 FEET OF LOTS 26 THROUGH 29; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF THE EASTERLY 55 FEET OF LOTS 26 THROUGH 29 TO THE NORTHERLY LINE OF LOT 26; THENCE EASTERLY ALONG THE SAID NORTHERLY LINE OF LOT 26 TO THE WESTERLY LINE OF LOT 30; THENCE SOUTHERLY ALONG THE SAID WESTERLY LINE OF LOT 30 TO THE POINT OF BEGINNING.

CONTAINING 0.158 ACRES, MORE OR LESS.

SECTION THREE: CHANGE IN CITY BOUNDARIES/LEGAL EFFECT OF ANNEXATION. The boundary lines of the City Limits of the City of Daytona Beach Shores are hereby redefined and, upon the effective date of this Ordinance shall also encompass the annexed property as described herein and depicted in Exhibit “A”. Upon this Ordinance becoming effective, the property owner of the annexed property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City and the provisions of said Chapter 171, *Florida Statutes*.

SECTION FOUR: ADMINISTRATIVE IMPLEMENTING ACTIONS.

(a). Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the

Chief Administrative Officer of Volusia County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b). The City Manager, or designees within City management staff, shall ensure that the property annexed by this Ordinance is incorporated into the City of Daytona Beach Shores *Comprehensive Plan* and the *Official Zoning Map* of the City of Daytona Beach Shores in an expeditious manner and, in accordance with, and pursuant to, the provisions of Under the authority of Section 166.031(3), *Florida Statutes*, the City Manager, or designees, shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties in all maps and geographical data relating to the City Limits said properties to include, but not be limited to, annexed rights-of-way and natural features.

SECTION FIVE: CONFLICTS. Any and all ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION SIX: SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION SEVEN: NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Daytona Beach Shores*, or the *Land Development Code of the City of Daytona Beach Shores*, or the *City of Daytona Beach Shores Comprehensive Plan* provided, however, that the actions taken herein shall be depicted on the pertinent maps of the City of Daytona Beach Shores by the City Manager, or designee.

SECTION EIGHT: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and adoption.

SIGNATURE PAGE FOLLOWS

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
NANCY MILLER, MAYOR

ATTEST:

By: _____
KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

APPROVED AS TO FORM:

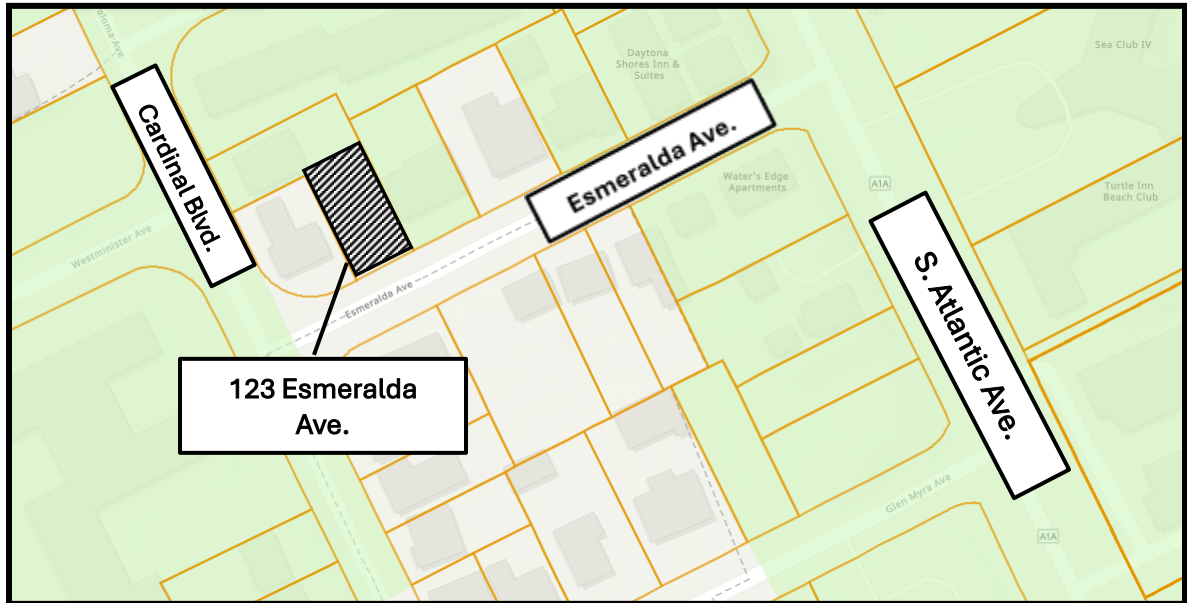
By: _____
GRETCHEN R.H. "BECKY" VOSE , CITY ATTORNEY

Passed on first reading this _____ day of _____, 2025.

Adopted on second reading this _____ day of _____, 2025.

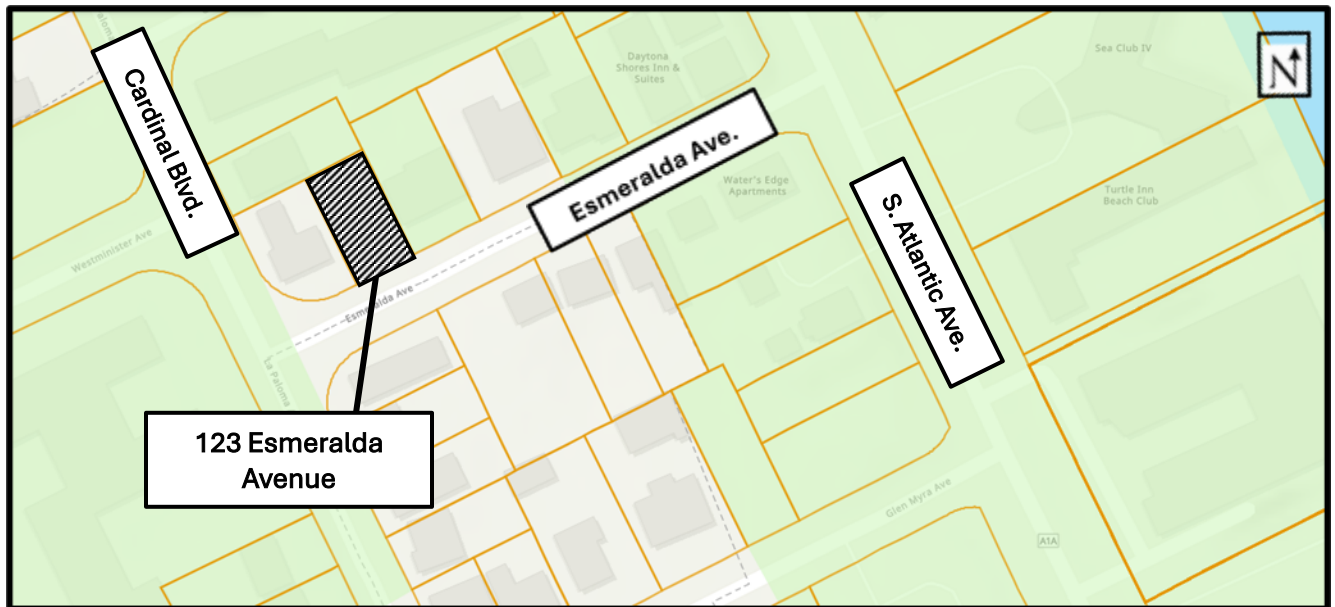
EXHIBIT A

(1) Location Map of Annexing Property (123 Esmeralda Avenue)



(2) Metes and Bounds Description/Sketch (Attached)

EXHIBIT 1: Location Map of Annexing Property (123 Esmeralda Avenue)



Source: Volusia County Property Appraiser Website, 2025

EXHIBIT 2.A: Annexation Application



City of Daytona Beach Shores

Building & Codes Division
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5377 Fax (386) 763-5370

071528

RECEIVED

APR 29 2024

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

12024014

REQUEST FOR ANNEXATION

5995-01-05-0240

04/29/2024

(Date)

I (We) the undersigned am the sole property owner(s) of 123 Esmeralda Avenue, Volusia
County, Florida. (Street Address)

By this letter, I (We) am requesting annexation into the City of Daytona Beach Shores, Florida.
It is my (our) understanding that the fee for legal advertising has been waived by the City and
that I (we) will not incur any costs for annexation.

Signed,

Justin Giffin
Signature

Justin Giffin
Name (Printed or typed)

(386) 753-4157
Telephone

Signature

Name (Printed or typed)

Telephone

Signature

Name (Printed or typed)

Telephone

SWORN to and subscribed before me this 29th day of APRIL, 2024 by
JUSTIN GIFFIN, who is personally known to me or produced
Identification ✓. Type of Identification provided FL DL.

Shannon Flint
Notary Public - State of Florida
My Commission Expires:



Please return this form to: Annexation Committee
c/o Planning Department
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

EXHIBIT 2.B: Property Appraiser Website Owner Information



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3462688

Parcel ID: 533501050290

GIFFIN JUSTIN A

123 ESERALDA AVE, DAYTONA BEACH, FL

Parcel Summary

Alternate Key:	3462688
Parcel ID:	533501050290
Township-Range-Section:	15 - 33 - 35
Subdivision-Block-Lot:	01 - 05 - 0290
Owner(s):	GIFFIN JUSTIN A - TE - Tenancy in the Entirety - 100%
Mailing Address On File:	123 ESERALDA AVE DAYTONA BEACH FL 32118
Physical Address:	123 ESERALDA AVE, DAYTONA BEACH 32118
Property Use:	0100 - SINGLE FAMILY
Tax District:	200-UNINCORPORATED - NORTHEAST
2024 Final Millage Rate:	17.5839
Neighborhood:	3107
Subdivision Name:	
Homestead Property:	No

<https://vcpa.vcgov.org/parcel/summary/?altkey=3462688>

Page 1

EXHIBIT 3: Metes and Bounds Sketch of Description, Page 1 of 2

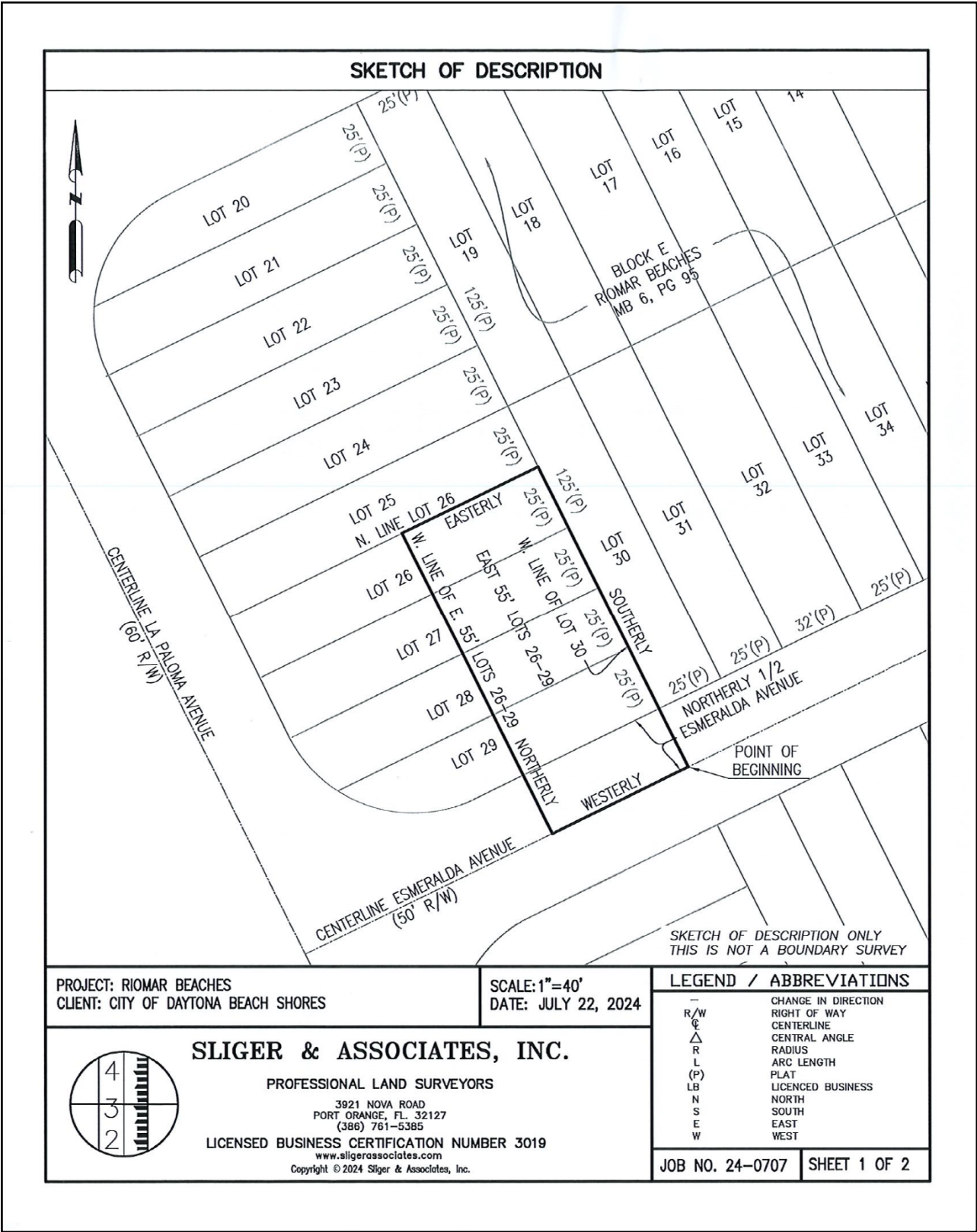


EXHIBIT 3: Metes and Bounds Sketch of Description, Page 2 of 2

SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
4. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2.
5. THIS SKETCH OF DESCRIPTION IS BASED ON THE PLAT OF RIOMAR BEACHES, MAP BOOK 5, PAGE 95.

DESCRIPTION:

THE EASTERLY 55 FEET OF LOTS 26 THROUGH 29, BLOCK E, RIOMAR BEACHES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 95, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH THE NORTHERLY 1/2 OF ESMERALDA AVENUE LYING EASTERLY OF THE WEST LINE OF EAST 55 FEET OF LOTS 26 THROUGH 29 AND LYING WESTERLY OF THE WEST LINE OF LOT 30, SAID BLOCK E, RIOMAR BEACHES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 30, BLOCK E, RIOMAR BEACHES, SAID PUBLIC RECORDS AND THE CENTERLINE OF ESMERALDA AVENUE, A 50 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE WESTERLY ALONG SAID CENTERLINE TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THE EASTERLY 55 FEET OF LOTS 26 THROUGH 29; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF THE EASTERLY 55 FEET OF LOTS 26 THROUGH 29 TO THE NORTHERLY LINE OF LOT 26; THENCE EASTERLY ALONG THE SAID NORTHERLY LINE OF LOT 26 TO THE WESTERLY LINE OF LOT 30; THENCE SOUTHERLY ALONG THE SAID WESTERLY LINE OF LOT 30 TO THE POINT OF BEGINNING.

CONTAINING 0.158 ACRES, MORE OR LESS.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:
CITY OF DAYTONA BEACH SHORES

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Jeffrey S
Hattendorf

JEFFREY S. HATTENDORF

Digitally signed by Jeffrey S
Hattendorf
Date: 2024.08.28 15:03:07
-04'00'

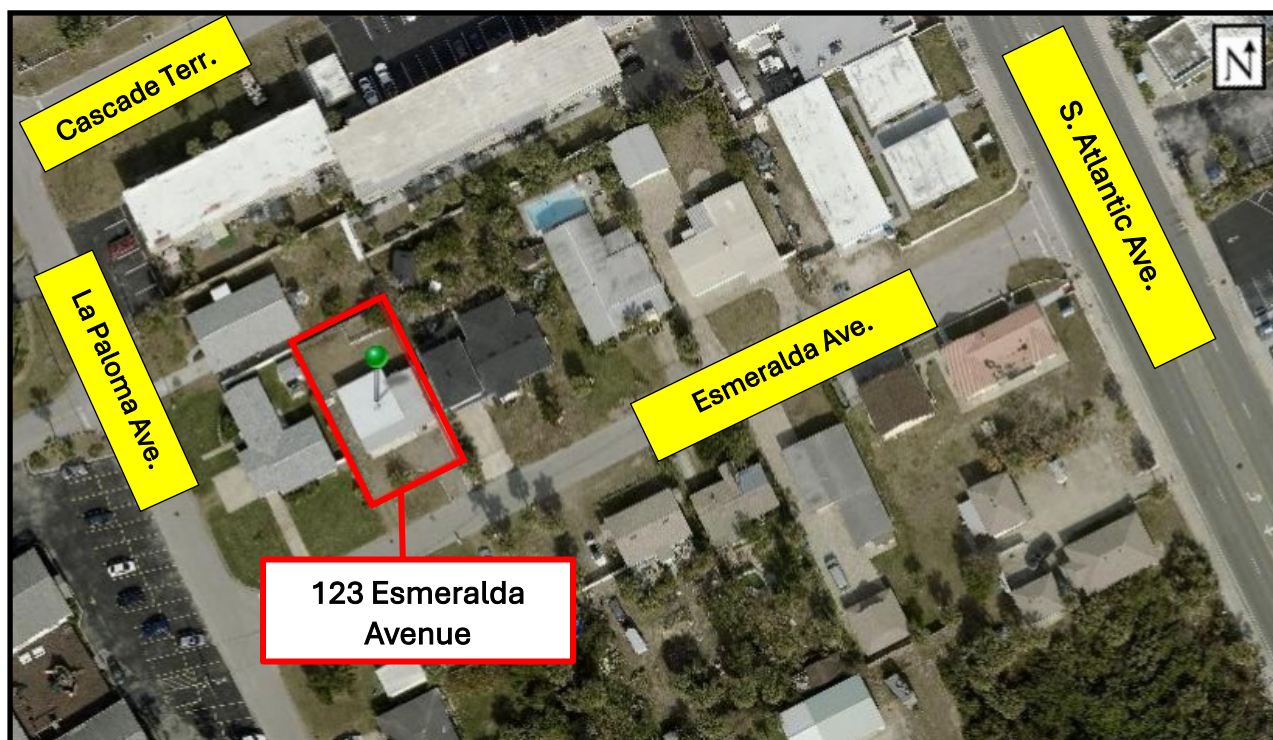
P.S.M. NO. 6391

PROJECT: RIOMAR BEACHES
CLIENT: CITY OF DAYTONA BEACH SHORES

SCALE: N/A
DATE: JULY 22, 2024

DRAWN BY: J. MOLLER
JOB NO. 24-0707 SHEET 2 OF 2

EXHIBIT 4.A: Aerial View of Annexing Property (123 Esmeralda Ave.)



Source: Volusia County Property Appraiser Website, 2023

EXHIBIT 4.B: Street View of Annexing Property (123 Esmeralda Avenue)



Source: Daytona Beach Shores, 2025

EXHIBIT 5: PRE-ANNEXATION FORM

Name of Property Owner: Justin A. Griffin

Property Address / Tax Parcel ID: 123 Esmeralda Avenue / 5335 01 05 0290

Lot Size: 55' x 100' = 5,500 sf (0.126 acres)

According to Volusia County property records, does this property appear to meet Section 171.044 of Florida Statutes? Yes X No

How is property contiguous? East X West North X South

Property Appraiser Just/Market Value: \$269,320 (2024 Final)

Homesteaded Property: Yes No X

Special Flood Hazard Area? Yes No X

Improved Lot X Unimproved Lot (Vacant)

Existing Use: Single Family Residential

Conforming Land Use: X Non-Conforming Land Use: Explain:

Existing County Zoning: R-9 Urban Single-Family Residential District

Existing County Land Use: Urban Low Intensity

Condition of Property: Poor Average X Good

Water: Port Orange X Daytona Beach

Sanitary: Sewer X Septic Tank

If septic tank on site, is sewer available? Yes No

Metes and Bounds Survey conducted? Yes X No

Property Subject to Code Enforcement Action? Yes No X

Prepared by: Gwyn Herstein, City Planner Date: February 21, 2025

EXHIBIT 6: Voluntary Annexation Criteria pursuant to Section 171.044, *Florida Statutes*

Section	Annexation Criteria	Criteria Met	Comments
171.044(1)	Property must be contiguous to the City.	Yes	Per Sec. 171.031(11), subject property is contiguous to the City to the North and East.
171.044(1)	Property must be reasonably compact.	Yes	Per Sec. 171.031(12), subject property is reasonably compact and will not create new enclaves, pockets or finger areas in serpentine patterns. In addition, the annexation will aid in reducing the larger county enclave in the vicinity.
171.044(2)	Petition bears the signatures of all owners of property.	Yes	Yes.
171.044(2)	Meet publication requirements.	Yes	Evidence filed with the Office of the City Clerk.
171.044(3)	Ordinance shall be filed per statute.	Pending	Ordinance filing will occur per statutory deadline subsequent to the Ordinance's adoption.
171.044(3)	Ordinance shall include a map and legal description by metes and bounds.	Yes	See Ordinance 2025-02
171.044(4)	Annexation method shall be supplemental to any other procedure provided by general law.	N/A	
171.044(5)	Annexation shall not create enclaves.	Yes	Per Sec. 171.031(13), subject property does not create an enclave.
171.044(6)	Provision of notice to Volusia County Council members per statute.	Yes	Notice provided via certified mail per statutory requirement.



CITY COMMISSION AGENDA MEMORANDUM MARCH 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Gwyn Herstein, City Planner
PREPARED BY: Gwyn Herstein, City Planner
SUBJECT: Ordinance 2025-03: Voluntary Annexation, 3836 S. Atlantic Avenue

SYNOPSIS:

Samule C. Coffing and Janel I. Coffing, property owners of the unincorporated Volusia County single-family residential property located at 3836 S. Atlantic Avenue (Exhibit 1), has petitioned the City of Daytona Beach Shores for voluntary annexation into the City's corporate limits (Exhibit 2) pursuant to Section 171.044, Florida Statutes. The owners purchased the property in 2020. If adopted, Ordinance 2025-03 will annex the subject property and adjacent right-of-way (to centerline) into the City limits of Daytona Beach Shores (Exhibit 3).

FISCAL IMPACT STATEMENT:

BACKGROUND:

The subject property is approximately 0.181 acres with dimensions of 75' x 105'. The property contains a two-story single-family residential structure with a total building area of 5,018 sq ft. (Exhibit 4). Pursuant to Section 171.062, Florida Statutes, the owner has also submitted applications to amend the future land use and zoning classifications of the property in question to those of the City. The future land use amendment and rezoning ordinances will be adopted subsequent to the formal annexation of the subject property.

Exhibit 5, attached, provides a general description of the subject property, while Exhibit 6 demonstrates compliance with the voluntary annexation requirements prescribed in Section 171.044, Florida Statutes.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2025-03 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

"I move to approve Ordinance 2025-03 as presented."

- ATTACHMENT:**
1. Ord 2025-03-Voluntary Annexation
 2. Annexation Staff Report Exhibits Ord 2025-03

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION OF REAL PROPERTY LOCATED AT 3836 AVENUE (TAX PARCEL IDENTIFICATION NUMBER 6302 05 07 0190) TOGETHER WITH ASSOCIATED RIGHTS-OF-WAY IN ACCORDANCE WITH SECTION 171.044, *FLORIDA STATUTES*; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS; REDEFINING THE BOUNDARIES OF THE CITY; PROVIDING FOR LEGAL EFFECT AND IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR NON-CODIFICATION AND SETTING AN EFFECTIVE DATE.

WHEREAS, Samule C. Coffing and Janel I. Coffing, property owners, applied for annexation of property into the City of Daytona Beach Shores and are hereby determined to be the fee simple title owners of the real property described below; and

WHEREAS, the said applicants petitioned the City of Daytona Beach Shores, pursuant to Section 171.044, *Florida Statutes*, for annexation of said property into the municipal limits of the City of Daytona Beach Shores; and

WHEREAS, the subject property is currently addressed 3836 S. Atlantic Avenue; and

WHEREAS, the subject property currently has a Tax Parcel Identification Number 6302 05 07 0190; and

WHEREAS, the City of Daytona Beach Shores has determined that all of the property which is proposed to be annexed into the City of Daytona Beach Shores is within an unincorporated area of Volusia County, is reasonably compact and contiguous to the corporate areas of the City of Daytona Beach Shores, Florida and it is further determined that the annexation of said property will not result in the creation of any enclave (and, indeed, logically fills in the City Limits of the City and is consistent with sound principles and practices relating to the delineating of jurisdictional boundaries thereby furthering sound management in terms of the provision of public facilities and services as well as sound land use planning), and it is further determined that the property otherwise fully complies with the requirements of State law and has, further, determined that associated rights-of-way should be annexed hereby; and

WHEREAS, the City Commission of the City of Daytona Beach Shores, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

WHEREAS, the City Commission of the City of Daytona Beach Shores, Florida

hereby determines that it is to the advantage of the City of Daytona Beach Shores and in the best interests of the citizens of the City of Daytona Beach Shores to annex the aforescribed property; and

WHEREAS, the provisions of Section 166.031(3), *Florida Statutes*, provide that [a] municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2); and

WHEREAS, the provisions of Section 171.091, *Florida Statutes*, provide as follows:

Recording.—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

; and

WHEREAS, the map attached hereto as Exhibit “A” shows, describes, and depicts the property and named associated rights-of-way which are hereby annexed into the City of Daytona Beach Shores said Exhibit being incorporated into the substantive provisions of this Ordinance as if fully set forth herein verbatim.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, as follows:

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS/ANNEXATION OF PROPERTIES.

(a). The City Commission of the City of Daytona Beach Shores hereby finds that the recitations set forth are true and correct and that the requirements of Section 171.044, *Florida Statutes*, as well as all other requirements of controlling law, have been complied with in every respect.

(b). Under the authority of Section 166.031 (3), *Florida Statutes*, relating to city charter amendments, “[a] municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. . . . A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State . . .” This Ordinance shall amend the boundaries of the City to include the property annexed in this Ordinance.

SECTION TWO: ANNEXATION INTO THE CITY. The real property depicted and described by metes and bounds in Exhibit “A” appended hereto, which Exhibit is made part hereof and which property is owned by the petitioning property owners, and further described as set forth below, together with the associated rights-of-way as described below, is hereby annexed into the City Limits of the City of Daytona Beach Shores, said property being described as follows:

THE EASTERLY 105 FEET OF LOT 19 AND THE EASTERLY 105 FEET OF THE NORTH ½ OF LOT 20, BLOCK 7 OCEAN VIEW SECTION OF HALIFAX ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH THE WESTERLY ½ OF S. ATLANTIC AVENUE LYING SOUTHERLY OF THE NORTH LINE OF LOT 19 AND LYING NORTHERLY OF THE SOUTH LINE OF THE NORTH ½ OF LOT 20, SAID BLOCK 7, OCEAN VIEW SECTION OF HALIFAX ESTATES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 19, BLOCK 7, OCEAN VIEW SECTION OF HALIFAX ESTATES, SAID PUBLIC RECORDS AND THE CENTERLINE OF S. ATLANTIC AVENUE, AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTHERLY ALONG SAID CENTERLINE TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF THE NORTH ½ OF LOT 20; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTH ½ OF LOT 20 TO THE WESTERLY LINE OF THE EASTERLY 105 FEET OF THE NORTH 1/2 OF LOT 20, THENCE NORTHERLY ALONG THE SAID WESTERLY LINE OF THE EASTERLY 105 FEET OF THE NORTH ½ OF LOT 20 AND WESTERLY LINE OF THE EASTERLY 105 FEET OF LOT 19 TO THE NORTH LINE OF LOT 19 THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 19 TO THE POINT OF BEGINNING.

CONTAINING 0.158 ACRES, MORE OR LESS.

SECTION THREE: CHANGE IN CITY BOUNDARIES/LEGAL EFFECT OF ANNEXATION. The boundary lines of the City Limits of the City of Daytona Beach Shores are hereby redefined and, upon the effective date of this Ordinance shall also encompass the annexed property as described herein and depicted in Exhibit “A”. Upon this Ordinance becoming effective, the property owner of the annexed property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City and the provisions of said Chapter 171, *Florida Statutes*.

SECTION FOUR: ADMINISTRATIVE IMPLEMENTING ACTIONS.

(a). Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Volusia County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b). The City Manager, or designees within City management staff, shall ensure that the property annexed by this Ordinance is incorporated into the City of Daytona Beach Shores *Comprehensive Plan* and the *Official Zoning Map* of the City of Daytona Beach Shores in an expeditious manner and, in accordance with, and pursuant to, the provisions of Under the authority of Section 166.031(3), *Florida Statutes*, the City Manager, or designees, shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties in all maps and geographical data relating to the City Limits said properties to include, but not be limited to, annexed rights-of-way and natural features.

SECTION FIVE: CONFLICTS. Any and all ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION SIX: SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION SEVEN: NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Daytona Beach Shores*, or the *Land Development Code of the City of Daytona Beach Shores*, or the *City of Daytona Beach Shores Comprehensive Plan* provided, however, that the actions taken herein shall be depicted on the pertinent maps of the City of Daytona Beach Shores by the City Manager, or designee.

SECTION EIGHT: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

SIGNATURE PAGE FOLLOWS

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
NANCY MILLER, MAYOR

ATTEST:

By: _____
KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

APPROVED AS TO FORM:

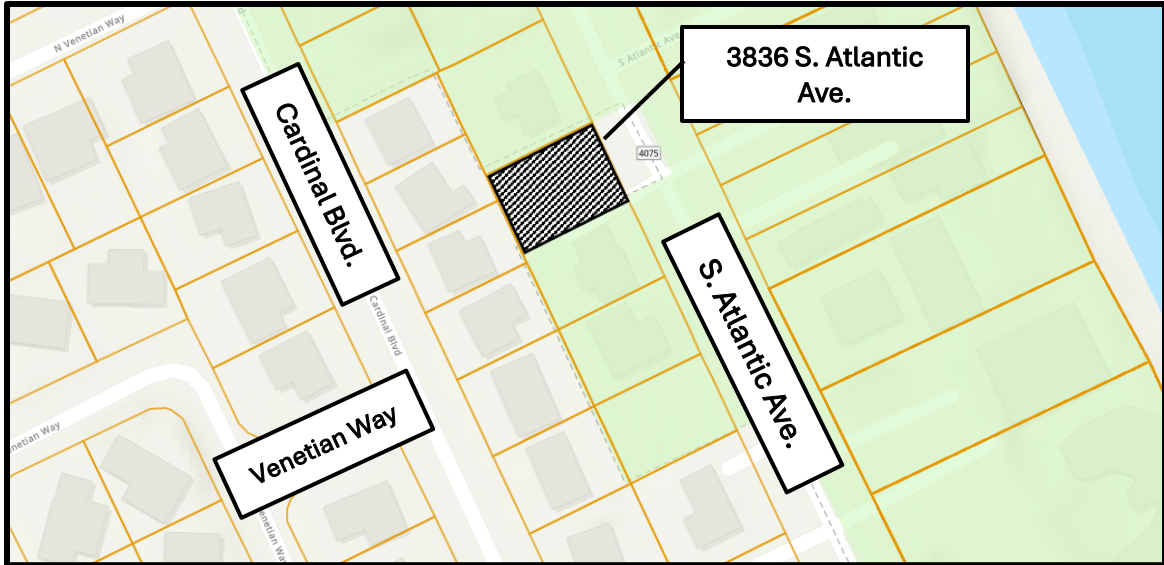
By: _____
GRETCHEN R.H. "BECKY" VOSE , CITY ATTORNEY

Passed on first reading this _____ day of _____, 2025.

Adopted on second reading this _____ day of _____, 2025.

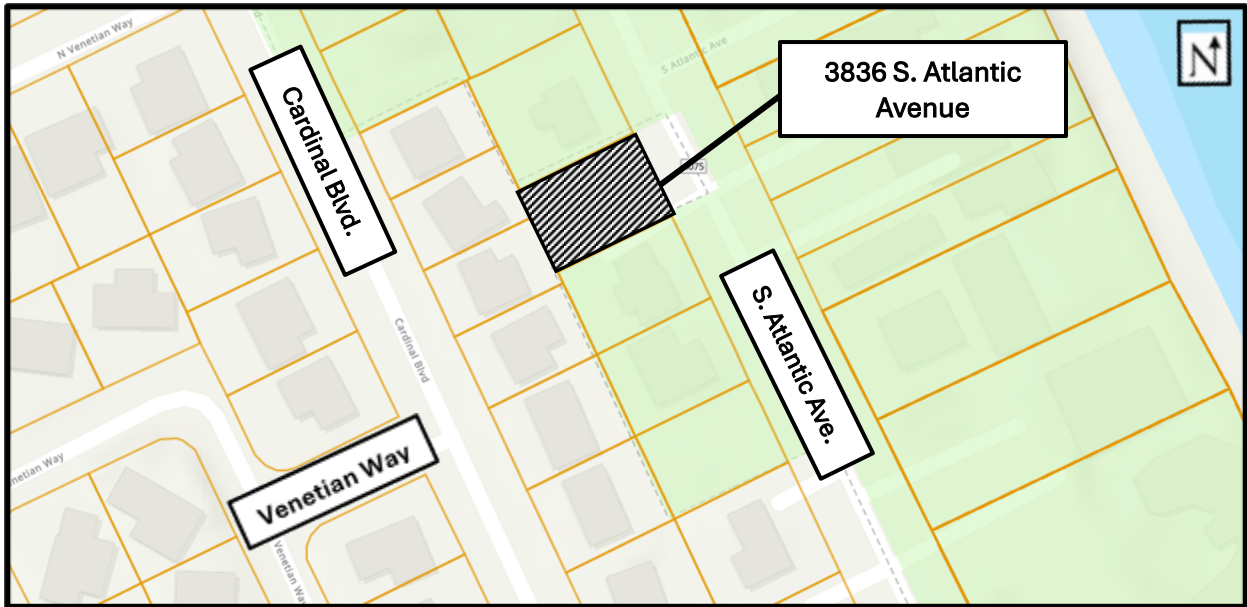
EXHIBIT A

(1) Location Map of Annexing Property (3836 S. Atlantic Ave.)



(2) Metes and Bounds Description/Sketch (Attached)

EXHIBIT 1: Location Map of Annexing Property (3836 S. Atlantic Avenue)



Source: Volusia County Property Appraiser Website, 2025

EXHIBIT 2.A: Annexation Application



City of Daytona Beach Shores

Building & Codes Division
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118
Telephone (386) 763-5377 Fax (386) 763-5370

071541

RECEIVED

APR 30 2024

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

120241015
REQUEST FOR ANNEXATION

April 30, 2024
(Date)

I (We) the undersigned am the sole property owner(s) of 3836 S. Atlantic Ave, Volusia
County, Florida. (Street Address)

By this letter, I (We) am requesting annexation into the City of Daytona Beach Shores, Florida.
It is my (our) understanding that the fee for legal advertising has been waived by the City and
that I (we) will not incur any costs for annexation. 6902-05-07-0190

Signed,

Janel Coffing
Signature

Janel Coffing
Name (Printed or typed)

386-846-2095
Telephone

[Signature]
Signature

Samuel Coffing
Name (Printed or typed)

386. 679. 9128
Telephone

Signature

Name (Printed or typed)

Telephone

SWORN to and subscribed before me this 30 day of April, 2024 by
Janel + Samuel Coffing, who is personally known to me
Identification X. Type of Identification provided FL Driver License

Cheryl M. Turnbull

Notary Public - State of Florida

My Commission Expires:



Please return this form to: Annexation Committee
c/o Planning Department
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

EXHIBIT 2.B: Property Appraiser Website Owner Information



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3568443
COFFING SAMULE C

Parcel ID: 630205070190
3836 S ATLANTIC AVE, DAYTONA BEACH, FL

Parcel Summary

Alternate Key:	3568443
Parcel ID:	630205070190
Township-Range-Section:	16 - 33 - 02
Subdivision-Block-Lot:	05 - 07 - 0190
Owner(s):	COFFING SAMULE C - TE - Tenancy in the Entirety - 100% COFFING JANEL I - TE - Tenancy in the Entirety - 100%
Mailing Address On File:	6118 HALF MOON DR PORT ORANGE FL 32127
Physical Address:	3836 S ATLANTIC AVE, DAYTONA BEACH 32118
Property Use:	0100 - SINGLE FAMILY
Tax District:	200-UNINCORPORATED - NORTHEAST
2024 Final Millage Rate:	17.5839
Neighborhood:	3111
Subdivision Name:	
Homestead Property:	No

<https://vcpa.vcgov.org/parcel/summary/?altkey=3568443>

Page 1

EXHIBIT 3: Metes and Bounds Sketch of Description, Page 1 of 2

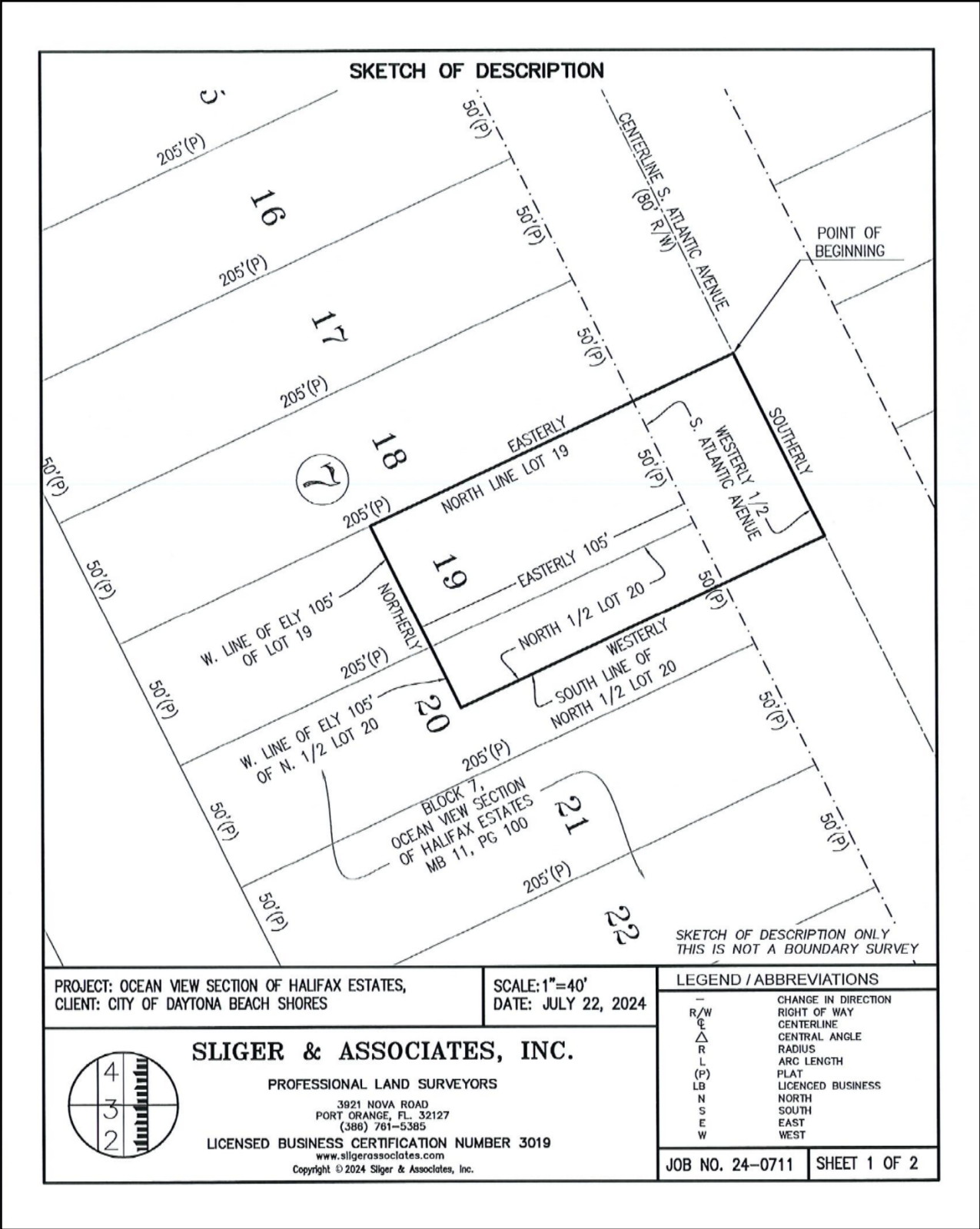


EXHIBIT 3: Metes and Bounds Sketch of Description, Page 2 of 2

SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
4. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2.
5. THIS SKETCH OF DESCRIPTION IS BASED ON THE PLAT OF OCEAN VIEW SECTION OF HALIFAX ESTATES, MAP BOOK 11, PAGE 100.

DESCRIPTION:

THE EASTERLY 105 FEET OF LOT 19 AND THE EASTERLY 105 FEET OF THE NORTH 1/2 OF LOT 20, BLOCK 7, OCEAN VIEW SECTION OF HALIFAX ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH THE WESTERLY 1/2 OF S. ATLANTIC AVENUE LYING SOUTHERLY OF THE NORTH LINE OF LOT 19 AND LYING NORTHERLY OF THE SOUTH LINE OF THE NORTH 1/2 OF LOT 20, SAID BLOCK 7, OCEAN VIEW SECTION OF HALIFAX ESTATES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 19, BLOCK 7, OCEAN VIEW SECTION OF HALIFAX ESTATES, SAID PUBLIC RECORDS AND THE CENTERLINE OF S. ATLANTIC AVENUE, AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTHERLY ALONG SAID CENTERLINE TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF THE NORTH 1/2 OF LOT 20; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTH 1/2 OF LOT 20 TO THE WESTERLY LINE OF THE EASTERLY 105 FEET OF THE NORTH 1/2 OF LOT 20, THENCE NORTHERLY ALONG THE SAID WESTERLY LINE OF THE EASTERLY 105 FEET OF THE NORTH 1/2 OF LOT 20 AND WESTERLY LINE OF THE EASTERLY 105 FEET OF LOT 19 TO THE NORTH LINE OF LOT 19; THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 19 TO THE POINT OF BEGINNING.

CONTAINING 0.158 ACRES, MORE OR LESS.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:
CITY OF DAYTONA BEACH SHORES

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Jeffrey S
Hattendorf

JEFFREY S. HATTENDORF

Digitally signed by Jeffrey S
Hattendorf
Date: 2024.08.28 14:44:40 -04'00'

P.S.M. NO. 6391

PROJECT: OCEAN VIEW SECTION OF HALIFAX ESTATES,
CLIENT: CITY OF DAYTONA BEACH SHORES

SCALE: N/A
DATE: JULY 22, 2024

DRAWN BY: J. MOLLER

JOB NO. 24-0711

SHEET 2 OF 2

EXHIBIT 4.A: Aerial View of Annexing Property (3836 S. Atlantic Ave.)



Source: Volusia County Property Appraiser Website, 2024

EXHIBIT 4.B: Street View of Annexing Property (3836 S. Atlantic Avenue)



Source: Daytona Beach Shores, 2025

EXHIBIT 5: PRE-ANNEXATION FORM

Name of Property Owner: Samule C. Coffing and Janel I. Coffing

Property Address / Tax Parcel ID: 3836 S. Atlantic Avenue / 6302 05 07 0190

Lot Size: 75' x 105' = 7,875 sf (0.181 acres)

According to Volusia County property records, does this property appear to meet Section 171.044 of Florida Statutes? Yes X No

How is property contiguous? East X West North X South X

Property Appraiser Just/Market Value: \$1,103,354 (2025 Working Value)

Homesteaded Property: Yes No X

Special Flood Hazard Area? Yes No X

Improved Lot X Unimproved Lot (Vacant)

Existing Use: Single Family Residential

Conforming Land Use: X Non-Conforming Land Use: Explain:

Existing County Zoning: R-9 Urban Single-Family Residential District

Existing County Land Use: Urban Low Intensity

Condition of Property: Poor Average Good X

Water: Port Orange X Daytona Beach

Sanitary: Sewer X (Port Orange) Septic Tank

If septic tank on site, is sewer available? Yes No

Metes and Bounds Survey conducted? Yes X No

Property Subject to Code Enforcement Action? Yes No X

Prepared by: Gwyn Herstein, City Planner Date: February 21, 2025

EXHIBIT 6: Voluntary Annexation Criteria pursuant to Section 171.044, *Florida Statutes*

Section	Annexation Criteria	Criteria Met	Comments
171.044(1)	Property must be contiguous to the City.	Yes	Per Sec. 171.031(11), subject property is contiguous to the City to the North and East.
171.044(1)	Property must be reasonably compact.	Yes	Per Sec. 171.031(12), subject property is reasonably compact and will not create new enclaves, pockets or finger areas in serpentine patterns. In addition, the annexation will aid in reducing the larger county enclave in the vicinity.
171.044(2)	Petition bears the signatures of all owners of property.	Yes	Yes.
171.044(2)	Meet publication requirements.	Yes	Evidence filed with the Office of the City Clerk.
171.044(3)	Ordinance shall be filed per statute.	Pending	Ordinance filing will occur per statutory deadline subsequent to the Ordinance's adoption.
171.044(3)	Ordinance shall include a map and legal description by metes and bounds.	Yes	See Ordinance 2025-03
171.044(4)	Annexation method shall be supplemental to any other procedure provided by general law.	N/A	
171.044(5)	Annexation shall not create enclaves.	Yes	Per Sec. 171.031(13), subject property does not create an enclave.
171.044(6)	Provision of notice to Volusia County Council members per statute.	Yes	Notice provided via certified mail per statutory requirement.



CITY COMMISSION AGENDA MEMORANDUM MARCH 4, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Resolution 2025-02: Resolution Of No Interest In The Sanibel Walkway Area Located At 3799 S. Atlantic Avenue

SYNOPSIS:

Resolution 2025-02, if approved, declares that the City of Daytona Beach Shores has no interest, right, claim or title in the Sanibel Walkway Area, which occupies the southerly 7.5 feet of the Sanibel Condominiums Association, Inc. property. The County of Volusia requested the passage of this resolution as the Sanibel Condo plans to deed the area in question to the County of Volusia. The City of Daytona Beach Shores has no easements, assets or other uses in the Sanibel Walkway Area.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval of Resolution 2025-02 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Resolution 2025-02 as presented."
OR
2. "I move to approve Resolution 2025-02, with the following amendments..."
OR
3. "I move to deny Resolution 2025-02 on the basis of..."

- ATTACHMENT:**
1. Res 2025-02 DBS- Sanibel Resolution- Final approved by Volusia County A. Atty
 2. Sanibel Walkway Area Visuals

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, DECLARING NO INTEREST IN THE SANIBEL WALKWAY AREA, LOCATED AT 3799 SOUTH ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118 (VOLUSIA COUNTY TAX PARCEL IDENTIFICATION NUMBER 63024000000); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sanibel Condominiums Association, Inc. (the “Association”) wishes to deed a portion of its property located at 3799 South Atlantic Avenue, Daytona Beach Shores, Florida 32118 (Volusia County Tax Parcel Identification Number: 63024000000) (the “Property”), to Volusia County, Florida; and

WHEREAS, the City of Daytona Beach Shores has no easements or other uses and wishes to declare that it has no interest, right, claim or title in the Property, including but not limited to the portion of the Property commonly identified as the Sanibel Walkway Area; and

WHEREAS, the City Commission finds that adoption of this Resolution is in the best interests of the City of Daytona Beach Shores and its citizens.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Daytona Beach Shores, Florida, as follows:

SECTION 1. **RECITALS.** The above recitals are confirmed, adopted, and incorporated herein and made a part of this Resolution by reference.

SECTION 2. **DECLARATION.** The City Commission hereby declares that it has no interest, right, claim or title in the Property, including but not limited to the area of the Property commonly identified as the Sanibel Walkway Area. The legal description of the Property is as follows:

THE SOUTHERLY 7.50 FEET OF LOT 38, BLOCK 5, OCEAN
VIEW SECTION OF HALIFAX ESTATES, AS RECORDED IN
MAP BOOK 11, PAGE 100 OF THE PUBLIC RECORDS OF
VOLUSIA COUNTY, FLORIDA.

SECTION 3. **SEVERABILITY.** If any provision of this Resolution is deemed void by a Court of competent jurisdiction, or if any provision of this Resolution becomes preempted to the State, then the voided or preempted provision shall be deemed stricken and shall have no effect on the remaining provisions.

SECTION 4. **REPEAL OF CONFLICTING RESOLUTIONS.** Any prior Resolutions, if any, relating to the same subject matter contained herein are hereby repealed and replaced by this Resolution.

SECTION 5. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, THIS _____ DAY OF _____, 2025.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy Miller, Mayor
Manager

By: _____
Kurt Swartzlander, City

ATTEST:

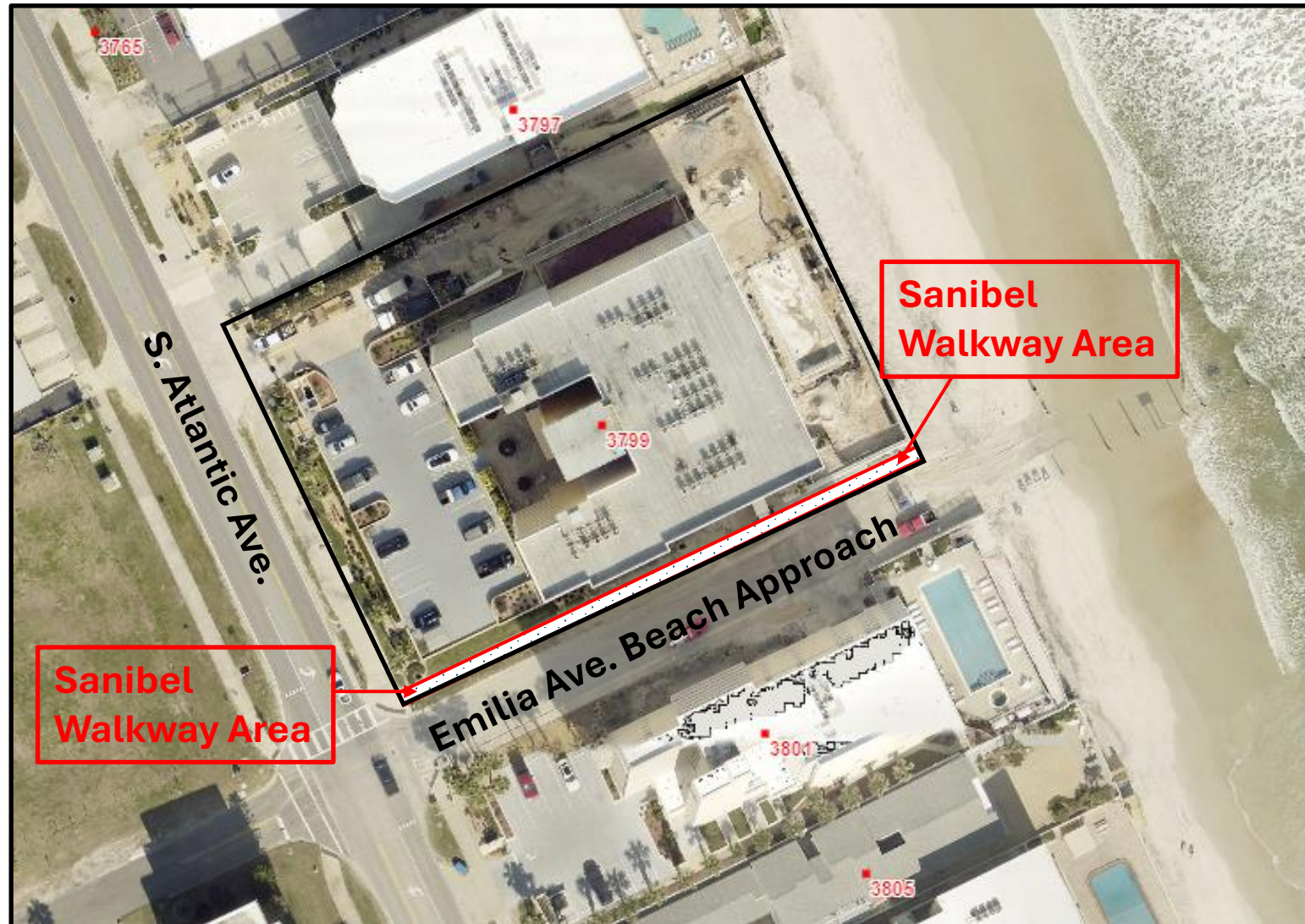
By: _____
Cheri Schwab, City Clerk

Approved as to form and legality:



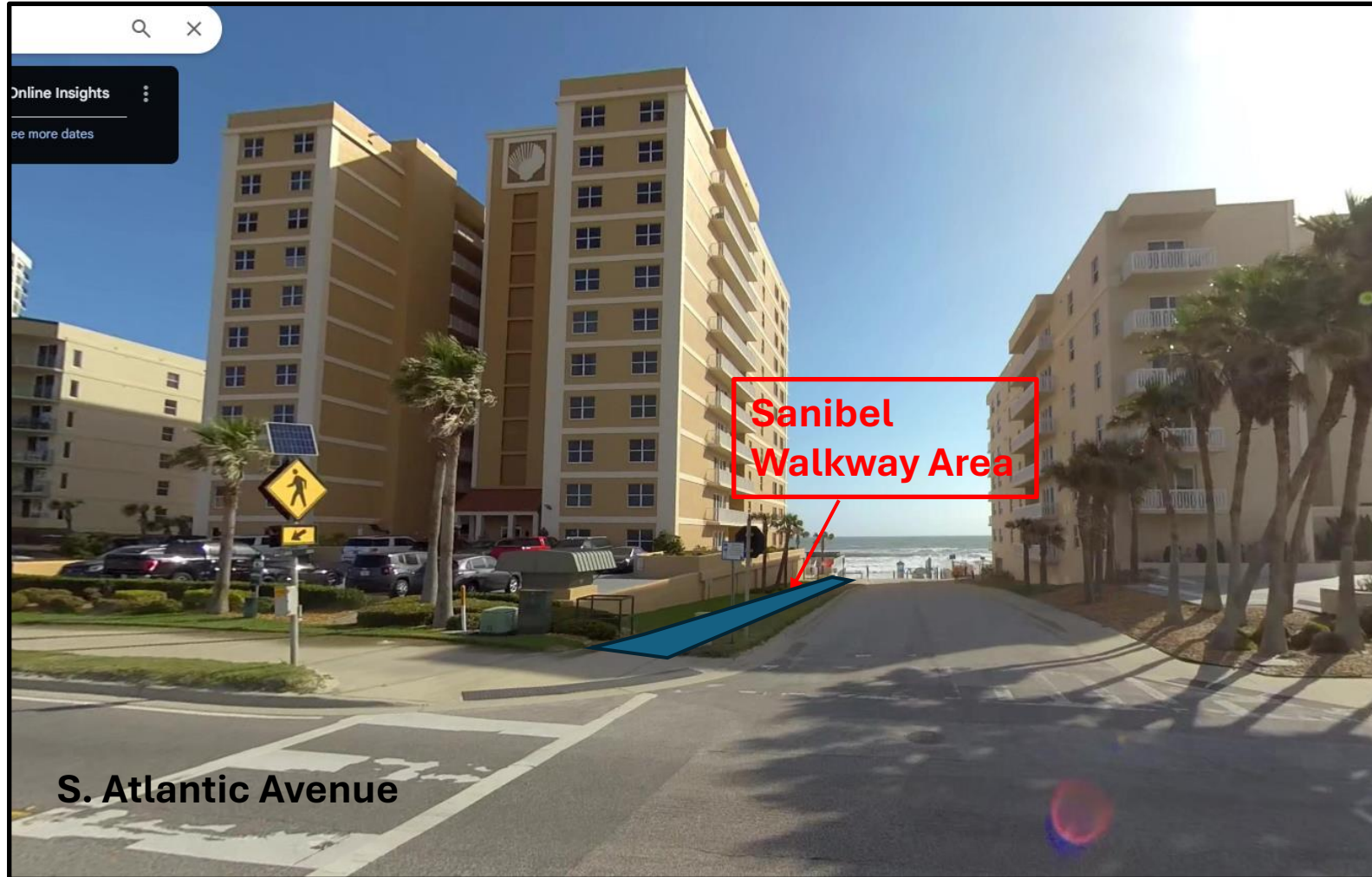
Vose Law Firm, LLP, City Attorney

Sanibel Condo Beach Walkway Area: Aerial Map



Source: Volusia Property Appraiser, 2025

Sanibel Condo Beach Walkway Area: Street View



Source: GoogleMaps, 2024



**CITY COMMISSION AGENDA MEMORANDUM
MARCH 4, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Consideration to re-appoint member to Opioid Abatement Advisory Board and to appoint alternate member.

SYNOPSIS:

It is time to appoint or re-appoint a member to the Opioid Abatement Advisory Board. Rev. Bob Kemp-Baird has been the past member and is willing to be re-appointed. If Commission desires, Rev. Melissa Franz would be the alternate member.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. Opioid-Board-UpdatedBylaws-Approved-6-21-24-signed

BYLAWS
OPIOID ABATEMENT FUNDING ADVISORY BOARD
“ADIVSORY BOARD”

Adopted: February 24, 2023
Revised: _____

ARTICLE I. NAME.

The name of this organization shall be the Opioid Abatement Funding Advisory Board (“Advisory Board”).

ARTICLE II. AUTHORITY AND PURPOSE.

SECTION 2.01. AUTHORITY.

The Advisory Board was established by the Interlocal Agreement Governing Use of Volusia County Regional Opioid Settlement Funds (“Agreement”) as entered into on January 26, 2022, by and between Volusia County, a political subdivision of the State of Florida, hereinafter referred to as the “County,” and the City of Daytona Beach, the City of Daytona Beach Shores, the City of DeBary, the City of DeLand, the City of Deltona, the City of Edgewater, the City of Holly Hill, the City of Lake Helen, the City of New Smyrna Beach, the City of Orange City, the City of Ormond Beach, the Town of Ponce-Inlet, and the City of Port Orange, hereinafter referred to as the “Cities.”

SECTION 2.02. PURPOSE.

The purpose of the Advisory Board is to assist in the distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds and the purposes for which Regional funds may be used. The Advisory Board will continue to provide local governments with relevant information on the opioid national crisis as well as information and analysis on the nature, extent and problems in Volusia County and on opioid-related programs consistent with the State Memorandum of Understanding and Interlocal Agreement.

1. The Advisory Board shall establish an annual process which must include the following:
 - a. A date certain each year by which the Opioid Abatement Funding Advisory Board must meet and review the data available from previous years, tending to evidence the local status of the opioid epidemic and the effect of abatement programing.
 - b. A member of the Advisory Board shall abstain from voting on a proposal for funding a program or service provided by that member’s local government.

- c. The Advisory Board must review the programs and services of the beneficiaries of Volusia County Regional Funds to determine the outcome of such programs and services in order to hold beneficiaries accountable.
- d. The Advisory Board must annually make recommendations on funding, programs, services, and location priorities for the upcoming year(s) (“Opioid Abatement Funding Advisory Board Priority List, “Priority List,” or “Abatement Plan”). County Council shall have final approval of the Abatement Plan, or any amendments thereto.
- e. Final Review recommendations will be approved by the Advisory Board, who shall present recommendations to the County Council for approval.
- f. The Advisory Board shall recommend, and the County Council shall use its best efforts to fund services and programs that are available to all residents of Volusia County and shall strive to allocate funding and services in a manner that equally benefits all residents of Volusia County.

SECTION 2.02. ADMINISTRATIVE COSTS.

The County is responsible for administering the “Regional Funds” remitted pursuant to the State MOU and, therefore County staff will support the Opioid Abatement Funding Advisory Board and shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting required by the State MOU and is entitled to the maximum allowable administrative fee pursuant to the State MOU. The administrative fee will be deducted annually from the amount of available Volusia County Regional Funds, and the remaining Volusia County Regional Funds will be spent as provided in the State MOU and as provided herein.

SECTION 2.03 INDEMNIFICATION.

Each City and the County shall be responsible for their respective employees’ acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of F.S. § 768.28, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties for any matter arising out of this Agreement.

ARTICLE III. MEMBERSHIP.

SECTION 3.01 COMPOSITION.

The Advisory Board members shall be comprised of members who should have experience with law enforcement, fire rescue, substance abuse treatment, or other relevant experience:

1. One member appointed by the City of Daytona Beach;
2. One member appointed by the City of Daytona Beach Shores;
3. One member appointed by the City of DeBary;
4. One member appointed by the City of DeLand;
5. One member appointed by the City of Deltona;
6. One member appointed by the City of Edgewater;
7. One member appointed by the City of Holly Hill;
8. One member appointed by the City of Lake Helen;
9. One member appointed by the City of New Smyrna Beach;
10. One member appointed by the City of Orange City;
11. One member appointed by the City of Ormond Beach;
12. One member appointed by the Town of Ponce Inlet;
13. One member appointed by the City of Port Orange;
14. One member appointed by the Volusia County Council.

Members are appointed for two-year terms beginning October 1, 2024 and every two years thereafter. The County and each City may also appoint an alternate member, who may participate in the same manner as a primary appointed member in the event that member is absent from a noticed public hearing. The alternate member is subject to the same duties and responsibilities, including subject to the Sunshine Law and Open Records requirements, as the appointed member. The composition of the Advisory Board shall also accord with rules and guidance of the Interlocal Agreement Governing Use of Volusia County Regional Opioid Settlement Funds ("Agreement") and the State Memorandum of Understanding ("MOU") and in the event of any conflict between these Bylaws and the Agreement and MOU, the Agreement and MOU shall take precedence and these Bylaws shall be promptly amended.

SECTION 3.02 OFFICERS

At the first meeting of the Advisory Board in any fiscal year, the Advisory Board shall elect from their own membership a Chairperson and a Vice-Chairperson. The Chairperson shall preside over meetings of the Advisory Board and shall forward applicable actions taken by the Advisory Board to the Volusia County Council for whatever action the Advisory Board deems appropriate. In absence of the Chairman or in the event of his or her inability to act, the Vice-Chairman shall exercise all powers and duties of the Chairman. The terms of office for all officers shall begin upon election and terminate at the time successors are elected at first meeting of a new fiscal year. Any officer may be re-elected for the same office and may serve consecutive terms as, if so elected. A vacancy in any office may be filled by the Advisory Board at any regular meeting.

ARTICLE IV. FUNCTIONS AND RESPONSIBILITIES.

The Advisory Board shall act, at all times, in accordance with the Interlocal Agreement Governing Use of Volusia County Regional Opioid Settlement Funds as entered into on January 26, 2022, and shall have those power, duties, functions, and responsibilities set forth therein.

The Advisory Board shall, without limitation, further the goals in the Opioid Abatement Funding Advisory Board Priority List, as reflected in Schedules A and B in the Interlocal Agreement and generally, but not limited to:

- (a) Assist in the distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional Funds and the purposes for which Regional Funds may be used.
- (b) Provide local governments with relevant information on the opioid national crisis as well as information and analysis on the nature, extent and problems in Volusia County and on opioid-related programs
- (c) Combat the opioid epidemic, to mitigate the harmful effects of the opioid epidemic in the community, and to increase educational campaigns to counteract misinformation about the addictive nature and harmful effects of opioids.
- (d) Provide or contract to provide substance abuse, prevention, recovery, and/or treatment services to citizens in Volusia County.
- (e) Enhance or supplement any current programs and policies for the abatement of opioid, including but not limited to: carrying Narcan by law enforcement officers, first responders, and corrections officers.
- (f) Provide pro-active support systems such as educational materials and services to reach at-risk individuals identified through historical opioid events and historical locations of events; as well as intervention for individuals suffering from opioid abuse in the criminal justice system.
- (g) Use data driven abatement programs based upon community impacts without regard to governmental jurisdictional boundaries.
- (h) Review and consider data provided by the Opioid Task Force.

ARTICLE V. MEETINGS.

SECTION 5.01. SCHEDULE.

The Opioid Abatement Funding Advisory Board shall meet regularly and as often as needed to effectuate its responsibilities, but no less than semi-annually and on a schedule which allows the Opioid Task Force to provide the data compiled for and arising out of its semi-annual meeting to the Opioid Abatement Funding Advisory Board for review and consideration. A majority of the total membership of the Opioid Abatement Funding Advisory Board constitutes a quorum. Not less than three (3) days notice shall be given for all regular meetings and not less than forty-eight (48) hours' notice shall be given for all special meetings of the Advisory Board. Meetings shall be accessible, noticed, and open to the public in accordance with Florida law.

SECTION 5.02. NOTICE.

Except as otherwise stated herein, meetings of the Advisory Board shall be noticed to the public in accordance with County of Volusia procedures and in substantially the same manner as meetings of the Volusia County Council are noticed. All meetings shall be open to the public and news media. Advisory Board members shall not discuss matters with each other outside of a public meeting that are related to their duties and functions as members of the board, all in accordance with Section 286.011, Florida Statute.

SECTION 5.03. QUORUM.

A majority of the members of the Advisory Board shall constitute a quorum for the transaction of any business at any meeting of the Advisory Board.

SECTION 5.04. VOTING.

Each member of the Advisory Board will have an equal vote, assuming a quorum is present. Except as otherwise stated in these Bylaws, an affirmative vote on an issue or decision is by a simple majority of the voting members in attendance at any Advisory Board meeting. So long as there is a quorum physically present, the present members may allow a member to participate and vote by teleconferencing or other technological means if in their good judgement that member is unable to attend due to extraordinary circumstances.

SECTION 5.05. MINUTES.

Minutes shall be kept in accordance with County of Volusia procedures and in substantially the same manner as meetings of the Volusia County Council.

SECTION 5.06. PROCEDURE.

Except as otherwise provided in these Bylaws, Roberts Rules of Order latest edition shall be followed at all meetings.

ARTICLE VI. REVISION OF BYLAWS.

The Advisory Board shall review these Bylaws from time to time and update them as needed. The Bylaws may be revised by an affirmative vote of at least two-thirds of the Advisory Board members present at a regular or special meeting of the Advisory Board, provided that a copy of the proposed revisions are furnished to every member of the Advisory Board no fewer than three (3) business days prior to the meeting at which a vote to revise is taken. For the purposes of these Bylaws, the term "business day" means any weekday (to exclude Saturday and Sunday) that is not designated as a work holiday by the County of Volusia.

ARTICLE VII. GOVERNING LAWS.

The laws of the State of Florida shall govern the bylaws.

Bill Pantingto Vice Chair
for Danny Robins, Chair

Attest: Alex Fox - Special Projects Coordinator
County of Volusia

Michael Fox



**CITY COMMISSION AGENDA MEMORANDUM
MARCH 4, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Calendar of Upcoming Events

SYNOPSIS:

This is a listing of important workshops and meetings for the remainder of the fiscal year.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. Dates to Remember

Dates to Remember

April 1st 6:00 pm City Commission Meeting

April 3rd 6:00 – 8:00 pm Citizen Engagement Meeting

April 4th 10:00 – 12:00 pm Citizen Engagement Meeting

April 15th tentative 6:00 pm Park Public Engagement Meeting

April 16th tentative 10:00 am Park Public Engagement Meeting

April 22nd 11:30 – 1:30 pm City Commission Workshop

May 6th 6:00 pm Visioning Final Draft City Commission Meeting

June 3rd 6:00 pm City Commission Meeting

June 4th 6:00 pm Town Hall Meeting (TBD)

July 1st 6:00 pm City Commission Meeting

July 29th tentative 4:00 pm Budget Workshop

August 5th 6:00 pm City Commission Meeting

September 8th tentative 6:00 pm City Commission Meeting

September 23rd tentative 6:00 pm City Commission Meeting