CALL TO ORDER
   Invocation
   Flag Salute

ROLL CALL

PUBLIC PARTICIPATION: For any items ON THE AGENDA, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11)

PRESENTATIONS
   Christmas Light Contest Awards
   Christmas Parade Contest Awards

NEW BUSINESS
   1. Staff is requesting City Council approve Neel Schaffer, Inc. Task Order to perform the Lake Monitoring Program for FY 2022-23, in an amount of $51,204.
   2. Staff is requesting City Council approve the Neel Schaffer, Inc. Task Order to perform the Transportation Planning & Engineering services based upon the City's Community Planning Technical Assistance Grant agreement with the Department of Economic Opportunity (DEO) in the amount of $75,000.00.
   3. City Manager is requesting City Council approve a new position, Engineer, effective January 1, 2023.

COUNCIL MEMBER REPORTS / COMMUNICATIONS
   Member Reports/ Communications
      A. Mayor and Council Members
      B. City Manager
      C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP
   City Council Meeting January 4, 2023, 6:30 p.m.

ADJOURN
If any person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 668-2040.
REQUEST

Staff is requesting City Council approve Neel Schaffer, Inc. Task Order to perform the Lake Monitoring Program for FY 2022-23, in an amount of $51,204.

PURPOSE
The Lake Monitoring Program is required by the St. Johns River Water Management District.

CONSIDERATIONS

- Task Order is for Lake Monitoring Services from October 1, 2022 through September 30, 2023.
- The cost for this service is $11,421 per quarter, plus $5,520 for the annual summary report. These services will be required for four quarters in FY 2022-23.
- Under Neel-Schaffer, Environmental Research & Design, Inc. will prepare a Quarterly Summary Report for the City and Neel-Schaffer will submit a final annual report to the St. Johns River Water Management District.
- Neel-Schaffer, Inc. has a Continuing Contract with the City for Environmental Services. In December 2021, the City approved Neel-Schaffer to perform Lake Monitoring Services between October 1, 2021 through September 30, 2022.
- The current proposal reflects a decrease of the overall contract cost for this reporting period.

COST/FUNDING
The City Council approved $70,000 in the FY 2022-23 Stormwater Fund Budget for Lake Monitoring Services. The cost of Neel-Schaffer, Inc. Task Order is $51,204 for the period of October 1, 2022 through September 30, 2023.

RECOMMENDATION
It is recommended that the City Council approve Neel-Schaffer, Inc. Task Order for Lake Monitoring Services for the FY 2022-23 in an amount of $51,204 and authorize the City Manager to execute the agreement.
IMPLEMENTATION
Effective October 1, 2022

ATTACHMENTS
Neel-Schaffer Task Order
December 2, 2022

Mr. Richard Villasenor, PE
City Engineer City of DeBary
16 Colomba Road
DeBary, Florida 32713

REFERENCE: CITY OF DEBARY LAKES EVALUATION OF SURFACE WATER QUALITY
DEBARY, FLORIDA

Dear Richard:

Neel-Schaffer, Inc. (NSI) is pleased to provide professional services for above referenced project. These services will be provided by Neel-Schaffer with support by our subconsultant Environmental Research & Design, Inc. (ERD), per our CCNA contract between NSI and the City of Debary.

The fees for these services are included in Tables 1 and 2. Neel-Schaffer will provide Project Management and Quality Assurance/Quality Control reviews and support. ERD’s specific scope of work is attached as Attachment A – ERD proposal for 4th Quarter 2022 thru 3rd Quarter 2023 dated November 29, 2022.

Fees will be submitted monthly upon percent completion. Should additional services beyond the scope of this letter agreement be necessary, additional fees may be required. We appreciate the opportunity to provide these services to the City of DeBary and look forward to continuing to work with you. If you have any questions, please give me a call.

Sincerely,

NEEL-SCHAFFER, INC.

Steven R. Cockerham, P.E.
Vice President/Engineer Manager

ACCEPTED: CITY OF DEBARY

BY: ____________________________________________

PRINT NAME AND TITLE: ____________________________________________

DATE: ____________________________________________
### TABLE 1
**SUMMARY OF FEES**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Sr. Project Manager</th>
<th>Engineer VI</th>
<th>Engineer II</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 Total Manhours (See Table 2)</td>
<td>2</td>
<td>8</td>
<td>40</td>
<td>50</td>
</tr>
<tr>
<td>Labor Wage Rate ($/hr)</td>
<td>$180.00</td>
<td>$145.00</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>Total Labor Cost</td>
<td>$360.00</td>
<td>$1,160.00</td>
<td>$4,000.00</td>
<td>$5,520.00</td>
</tr>
<tr>
<td>Environmental Research &amp; Design, Inc. (See Attachment A)</td>
<td>$45,683.72</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL LUMP SUM FEE** (rounded to nearest dollar) $51,204.00

### TABLE 2
**Scope of Work and Manhour Estimate**

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Sr. Project Manager</th>
<th>Engineer VI</th>
<th>Engineer II</th>
<th>Total</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management and Quality Assurance/Quality Control reviews and support</td>
<td>2</td>
<td>8</td>
<td>40</td>
<td>50</td>
<td>$5,520.00</td>
</tr>
<tr>
<td>Total NSI Labor Lump Sum</td>
<td>2</td>
<td>8</td>
<td>40</td>
<td>50</td>
<td>$5,520.00</td>
</tr>
</tbody>
</table>
CITY OF DEBARY ANNUAL LAKE MONITORING PROGRAM
4th Quarter 2022-3rd Quarter 2023 (October 2022-September 2023)

EXHIBIT A: SCOPE OF SERVICES

Revised November 29, 2022

The Consultant (Environmental Research & Design, Inc., ERD) shall, at a minimum, perform the following specific tasks for the City of DeBary and the Engineer (Neel-Schaffer, Inc):

1. Quarterly Monitoring Program

   a. **Sample Collection:** Personnel from ERD will perform quarterly water quality monitoring within 15 lakes located within the City of DeBary. The specific lakes to be monitored are listed in Table 1.

<table>
<thead>
<tr>
<th>NO.</th>
<th>LAKE</th>
<th>NO.</th>
<th>LAKE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lake Anna Marie</td>
<td>9</td>
<td>Gem Lake</td>
</tr>
<tr>
<td>2</td>
<td>Lake Maud</td>
<td>10</td>
<td>Lake Charles</td>
</tr>
<tr>
<td>3</td>
<td>Tropic Lagoon</td>
<td>11</td>
<td>Lake Lago Linda</td>
</tr>
<tr>
<td>4</td>
<td>James Pond</td>
<td>12</td>
<td>Lake of the Woods</td>
</tr>
<tr>
<td>5</td>
<td>Lake Olivia</td>
<td>13</td>
<td>Lake Louise</td>
</tr>
<tr>
<td>6</td>
<td>No Name Lake – West Side</td>
<td>14</td>
<td>Angeles Lake</td>
</tr>
<tr>
<td>7</td>
<td>No Name Lake – East Side</td>
<td>15</td>
<td>Half Moon Lake</td>
</tr>
<tr>
<td>8</td>
<td>Lake Marie</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Each of the 15 lakes will be monitored on a quarterly basis at a single location near the geographic center of each lake during the months of November, February, May, and August. Physical-chemical profiles of temperature, pH, specific conductivity, dissolved oxygen, and oxidation/reduction potential (ORP) will be performed at each site, beginning at depths of 0.25 m and 0.5 m, and continuing at 0.5 m intervals from the water surface to the bottom. A measurement of Secchi disk depth will also be conducted at each site. A surface water sample will be collected from each site at a water depth equal to 50% of the measured Secchi disk depth. Each collected sample will be analyzed for the parameters outlined below. It is the responsibility of the City of DeBary to ensure that ERD personnel have proper authorization and adequate access to all listed lakes for monitoring purposes. A total of 4 quarterly events will be conducted over the 12-month monitoring period. Laboratory analyses will be performed on each collected lake sample for the parameters listed in Table 2.
## TABLE 2

### ANALYTICAL METHODS / DETECTION LIMITS FOR SURFACE WATER ANALYSES

<table>
<thead>
<tr>
<th>PARAMETER</th>
<th>METHOD OF ANALYSIS1</th>
<th>METHOD DETECTION LIMITS (MDL)2</th>
<th>ANALYSIS FEE ($/sample)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alkalinity</td>
<td>SM-22, Sec. 2320 B</td>
<td>0.6 mg/l</td>
<td>10.00</td>
</tr>
<tr>
<td>Ammonia</td>
<td>SM-22, Sec. 4500-NH3 G</td>
<td>2 µg/l</td>
<td>10.00</td>
</tr>
<tr>
<td>NOx</td>
<td>SM-22, Sec. 4500-NO3 F</td>
<td>3 µg/l</td>
<td>15.00</td>
</tr>
<tr>
<td>Total Nitrogen</td>
<td>SM-22, Sec. 4500-N C</td>
<td>3 µg/l</td>
<td>25.00</td>
</tr>
<tr>
<td>Dissolved Total Nitrogen</td>
<td>SM-22, Sec. 4500-N C</td>
<td>3 µg/l</td>
<td>30.00</td>
</tr>
<tr>
<td>Ortho-P (SRP)</td>
<td>SM-22, Sec. 4500-P F</td>
<td>2 µg/l</td>
<td>12.00</td>
</tr>
<tr>
<td>Total Phosphorus</td>
<td>SM-22, Sec. 4500-P F (analysis) and Sec. 4500-P B.5</td>
<td>2 µg/l</td>
<td>15.00</td>
</tr>
<tr>
<td>Dissolved Total Phosphorus</td>
<td>SM-22, Sec. 4500-P F (analysis) and Sec. 4500-P B.5</td>
<td>2 µg/l</td>
<td>20.00</td>
</tr>
<tr>
<td>Chlorophyll-a</td>
<td>SM-22, Sec. 10200 H.3</td>
<td>0.6 µg/l</td>
<td>30.00</td>
</tr>
<tr>
<td>E. Coli</td>
<td>SM-22, Sec. 9222 D</td>
<td>1 cfu/100 ml</td>
<td>30.00</td>
</tr>
<tr>
<td>Turbidity</td>
<td>SM-22, Sec. 2130 B</td>
<td>0.3 NTU</td>
<td>8.00</td>
</tr>
<tr>
<td>TSS</td>
<td>SM-22, Sec. 2540 D</td>
<td>0.7 mg/l</td>
<td>12.00</td>
</tr>
<tr>
<td>Color</td>
<td>SM-22, Sec. 2120 C</td>
<td>1.0 Pt-Co Units</td>
<td>8.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td></td>
<td><strong>$ 225.00</strong></td>
</tr>
</tbody>
</table>

2. MDLs are calculated based on the EPA method of determining detection limits

b. **Data Compilation/Review:** All field and laboratory data generated during the quarterly monitoring events will be compiled into an Excel database on a continuing basis. The field and laboratory data will be reviewed and evaluated with respect to accuracy and precision of the data.

c. **Prepare Quarterly Reports:** A summary data report will be prepared for each of the quarterly monitoring events which summarizes the results of the water quality monitoring program, including an Excel spreadsheet that contains the field and lab data and graphical plots of vertical profiles collected in each lake. Each quarterly data submittal will be forwarded to Neel-Schaffer, Inc approximately 30 days following completion of each quarterly monitoring event. The measured field and lab data will be compared with Class III (recreational) surface water quality criteria and other applicable criteria.

2. **Prepare Annual Water Quality Summary**

ERD will prepare an annual water quality report which summarizes water quality during the calendar year, or 12-month period selected by the City. The report will provide a discussion of current water quality in each lake along with an analysis of long-term water quality characteristics and trends and NNC compliance. A digital PDF version of the Annual Report will be provided to the Engineer for review.
CITY OF DEBARY ANNUAL LAKE MONITORING PROGRAM
4th Quarter 2022-3rd Quarter 2023 (October 2022-September 2023)

EXHIBIT B: MAN-HOURS / FEE SUMMARY

Revised November 29, 2022

<table>
<thead>
<tr>
<th>TASK</th>
<th>DESCRIPTION</th>
<th>MAN-HOURS*</th>
<th>TASK AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>PD LM FT CH D AA</td>
<td></td>
</tr>
<tr>
<td>A. LABOR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Quarterly Monitoring (15 lakes)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Sample Collection</td>
<td></td>
<td>4 64 80 -- -- --</td>
<td>$10,452.72</td>
</tr>
<tr>
<td>b. Data Compilation/Review</td>
<td></td>
<td>16 48 -- 24 -- --</td>
<td>7,589.28</td>
</tr>
<tr>
<td>c. Quarterly Data Submittal (4 events)</td>
<td></td>
<td>16 16 -- -- -- 16</td>
<td>4,702.56</td>
</tr>
<tr>
<td>2.</td>
<td>Prepare Annual Summary Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>24 24 -- -- 8 8</td>
<td>6,914.16</td>
</tr>
<tr>
<td>TOTAL – LABOR:</td>
<td></td>
<td>60 152 80 24 8 28</td>
<td>$29,658.72</td>
</tr>
<tr>
<td>B. REIMBURSABLE EXPENSES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Equipment Use Fee - Boats, Equipment, Expenses ($100/event x 2 days/event x 4 events)</td>
<td></td>
<td>$800.00</td>
</tr>
<tr>
<td>1</td>
<td>Monitoring Supplies – bottles, preservatives, filters, reagents, gloves, etc. ($25/site x 15 sites x 4 events)</td>
<td></td>
<td>1,500.00</td>
</tr>
<tr>
<td>1</td>
<td>Mileage (500 miles x $0.45/mile)</td>
<td></td>
<td>225.00</td>
</tr>
<tr>
<td>TOTAL – REIMBURSABLE EXPENSES:</td>
<td></td>
<td></td>
<td>$2,525.00</td>
</tr>
<tr>
<td>C. LAB ANALYSES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Surface Water Samples (15 sites/event x 4 events x $220/sample)</td>
<td></td>
<td>$13,500.00</td>
</tr>
<tr>
<td>TOTAL – LAB ANALYSES:</td>
<td></td>
<td></td>
<td>$13,500.00</td>
</tr>
<tr>
<td>PROJECT TOTAL:</td>
<td></td>
<td></td>
<td>$45,683.72</td>
</tr>
<tr>
<td>FEE PER EVENT (excluding Annual Report):</td>
<td></td>
<td></td>
<td>$9,683.72</td>
</tr>
</tbody>
</table>

*Man-Hours:

<table>
<thead>
<tr>
<th>SYMBOL</th>
<th>PERSONNEL CLASSIFICATION</th>
<th>RATE ($/hr)</th>
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</thead>
<tbody>
<tr>
<td>PD</td>
<td>Project Director- Harvey H. Harper, Ph.D., P.E.</td>
<td>168.78</td>
</tr>
<tr>
<td>LM</td>
<td>Limnologist</td>
<td>72.75</td>
</tr>
<tr>
<td>FT</td>
<td>Field Technician</td>
<td>64.02</td>
</tr>
<tr>
<td>CH</td>
<td>Chemist</td>
<td>58.20</td>
</tr>
<tr>
<td>AA</td>
<td>Administrative Assistant</td>
<td>52.38</td>
</tr>
</tbody>
</table>
REQUEST

Staff is requesting City Council approve the Neel Schaffer, Inc. Task Order to perform the Transportation Planning & Engineering services based upon the City’s Community Planning Technical Assistance Grant agreement with the Department of Economic Opportunity (DEO) in the amount of $75,000.00.

PURPOSE

Create a feasibility study that defines “The Project” by identifying and creating a unified plan with associated potential costs of the City’s efforts for a more “complete streets environment” adjacent to the DeBary SunRail Station, DeBary Main Street and throughout the TOD area.

CONSIDERATIONS

• Neel-Schaffer assisted the City in the application of this DEO grant and ultimately the signed agreement for the City to receive this grant.

• This grant is the first of a two-step strategy. First, this study will identify deficiencies and opportunities for improvement for pedestrians and multi-modal infrastructure and flow methods. Second, the findings of this study will be used as justification to seek the Active Transportation Infrastructure Investment Program (ATIIP) to cover the design and construction of the study recommendations.

• The City is currently working with the Florida Department of Transportation (FDOT) in their scoping effort for identification of roadway maintenance improvements for their tentative five-year work program for fiscal years 2023/2024 through 2027/2028, which includes 17-92 through the extent of the DeBary city limits. This rescoping may include but not limited to, narrowing lanes, installing medians, widening sidewalks, landscaping, etc.

• The City is also working with FDOT on a traffic study to determine speed limits and traffic signalization based upon the anticipated growth from Plantation Road to the St. Johns River Bridge.
• Considering the pace of development, the ever more connected trail system, push for eco-tourism, and expansion of mobility options, it is the City’s interest to have a planned & coordinated 17-92 corridor through the City limits that will provide safe and connected active transportation facilities, an active pedestrian and vehicular transportation spine.

COST/FUNDING
The cost of Neel-Schaffer, Inc.’s task order is $75,000. The City will initially pay out the cost of this study and get reimbursed by the Florida Department of Economic Opportunity for $75,000. The City’s net cost project will be $0.00.

RECOMMENDATION
It is recommended that the City Council approve Neel-Schaffer, Inc. Task Order for Transportation Planning & Engineering services associated with the Community Planning Technical Assistance Grant by the Florida DEO in the amount of $75,000.00 and authorize the City Manager to execute the agreement.

IMPLEMENTATION
Effective December 21, 2022

ATTACHMENTS
Neel-Schaffer Task Order
Community Planning Technical Assistance Grant Agreement
October 6, 2022

Mr. Carmen Rosamonda, City Manager
City of DeBary
16 Colomba Road
DeBary, Florida 32713

REFERENCE: ENGINEERING SERVICES PROPOSAL FOR TRANSPORTATION ENGINEERING
DEBARY SUNRAIL TOWN CENTER
DEPARTMENT OF ECONOMIC OPPORTUNITY GRANT

Dear Mr. Rosamonda:

As requested, Neel-Schaffer, Inc. (NSI, or the Engineer) is pleased to provide Transportation Planning and Engineering services for the DeBary SunRail Town Center project. This work supports the Department of Economic Opportunity Grant which NSI supported during the application phase. The fee proposal outlined below presents the scope of work and estimated fees for the services. The work will be performed on a lump sum basis.

**Task 1. Data Collection**

The Engineer will gather traffic and travel information as follows:

1. Existing and proposed roadway network – characteristics and counts, including context classification, roadway width, right-of-way width, and crash history
2. Existing and proposed sidewalks and bikeway network – characteristics and counts
3. Transit routes (including SunRail) – routes in vicinity of project, timetables, ridership if available
4. Existing and planned land uses within one mile of the SunRail station (residential, commercial, office, etc.)

In addition, the planned characteristics of the Town Center will be quantified for further analysis, including:

1. Land Uses (square feet of residential, office, retail/commercial, etc.)
2. Internal roadway network
3. Parking

Also, stormwater management may be a key element of both the property development and the complete streets task. Stormwater features within a half-mile radius of the project will be mapped.

**Deliverable:** Technical memorandum summarizing data collection.

**Schedule:** Perform in Months 1-4 of project.
Task 2. Develop Complete Streets Analysis
Because this project is on the reasonably heavily traveled US 17-92, it will be important to ensure that the roadway is modified to provide a more complete streets environment. The proximity of the Town Center to the DeBary SunRail station allows for the property to attain maximum value accessible to transit, pedestrian, and bicycle modes presently not available in DeBary.

The complete streets analysis will comprise of the following activities:
1. Determine if the current context classification of US 17-92 adjacent to the Town Center needs to be changed to reflect the desired community plan, and propose a revised context classification if necessary. Note FDOT’s review of context classification is not based on future development.
2. Develop proposed modifications to US 17-92 that are in context with the Town Center.
3. Develop cross-sections that show how all road users can travel safely and comfortably within the corridor.
4. Develop CADD and context sensitive design concepts that support the completeness of the street and encourage pedestrian scale.

Deliverable: Technical memorandum summarizing data collection, including graphics as described above.

Schedule: Perform in Months 1-6 of project.

Task 3. Trail Crossing Analysis
The City of DeBary has expressed interest in building bridges across US 17-92, with the idea that this will improve the safety of the crossing and provide preferred connectivity to golf carts, bicycles, and pedestrians. Bridge costs, use, and expected safety benefit obtained will be evaluated to determine if the crossing(s) are feasible and desirable.

Deliverable: Technical memorandum summarizing the cost analysis of the bridges over US 17/92.

Schedule: Perform in Months 4-5 of project.

Task 4. Traffic Modeling
Traffic modeling will be performed to determine the effectiveness of the transportation strategies in the near and long term. The model data will be obtained from the Volusia River to Sea TPO. The Town Center project will be added to the model, and the following scenarios will be evaluated:
1. Current year, without Town Center project (to serve as a baseline)
2. Future year, with project, without transportation improvements (to serve as a future no-build alternative)
3. Future year, with project, with typical roadway-only improvements
4. Future year, with project, with multi-modal facilities improved as developed in previous sections.
The current FSUTMS model program and structure will be used for this evaluation. No significant changes to the socio-economic data are proposed for this evaluation, other than to add the project.

**Deliverable:** Technical memorandum summarizing the traffic modeling analysis and results.

**Schedule:** Perform in Months 4-7 of project.

---

**Task 5. Stakeholder Outreach**
Discuss project with stakeholders, including:
1. Volusia River to Sea TPO
2. Volusia County
3. Florida DOT
4. City of DeBary

**Deliverables:** Support material from above deliverables as needed, and minutes within 7 days of meeting. Note that one meeting each is expected for external stakeholders, and two meetings for City of DeBary.

**Schedule:** Perform in Months 4-8 of project.

---

**Task 6. Final Report**
At the conclusion of the study, the results of each section will be summarized and submitted in a final report, estimated length 40 pages. This report is expected to be highly graphical in nature.

**Deliverable:** Final report.

**Schedule:** Perform in Month 9 of project.

---

**Task 7. Project Management**
Project management activities are an essential part of this scope of services. This includes normal coordination and correspondence both internal to the consultant team as well as external to the City of DeBary and other stakeholders. This also includes developing and monitoring the financial and schedule performance.

**Deliverable:** Project progress reports, coordination between Engineer, City, and subconsultants.

**Schedule:** Perform for duration of project.
**City Responsibilities and Activities**

It is expected that the City will provide input and review work products as submitted by the Engineer, and provide initial coordination activities with stakeholders external to the City.

We propose to provide these transportation planning and engineering services for the Lump Sum amount of **$75,000.00** based on the above task and terms and conditions of the CCNA contract between Neel-Schaffer, Inc., and the City of Debary. The breakdown of tasks and expected level of effort are provided in Tables 1 and 2. Fees will be submitted monthly upon percent completion. Should additional services beyond the scope of this letter agreement be necessary, additional fees may be required. We appreciate the opportunity to provide these services to the City of Debary and look forward to continuing to work with you. If you have any questions, please give me a call.

Sincerely,

NEEL-SCHAFFER, INC.

[Signature]

Steven R. Cockerham, P.E.
Senior Project Manager

**ACCEPTED: CITY OF DEBARY**

BY: ______________________________________________

PRINT NAME AND TITLE: ______________________________________________

DATE: ______________________________________________
**TABLE 1**

**NEEL-SCHAFFER SUMMARY OF FEES**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Engineer Manager</th>
<th>Sr. Project Manager</th>
<th>Engineer II</th>
<th>Designer II</th>
<th>Designer I</th>
<th>GIS Analyst I</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Manhours (See Table 2)</td>
<td>16</td>
<td>143</td>
<td>196</td>
<td>156</td>
<td>32</td>
<td>51</td>
<td>594</td>
</tr>
<tr>
<td>Labor Wage Rate ($/hr)</td>
<td>$ 190.00</td>
<td>$ 180.00</td>
<td>$ 100.00</td>
<td>$ 100.00</td>
<td>$ 90.00</td>
<td>$ 90.00</td>
<td></td>
</tr>
<tr>
<td>Total Labor Cost</td>
<td>$ 3,040.00</td>
<td>$ 25,740.00</td>
<td>$ 19,600.00</td>
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**TOTAL LUMP SUM FEE** (rounded down to nearest $1000 dollars) say $ 75,000.00

**TABLE 2**

Neel-Schaffer Scope of Work and Manhour Estimate

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<th>Engineer Manager</th>
<th>Sr. Project Manager</th>
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<th>Designer II</th>
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<th>GIS Analyst I</th>
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<th>Total Cost Per Task</th>
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COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and the City of DeBary, Florida ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 1-A: Invoice: Grantee’s Subcontractor(s) (Contractual Services)
- Attachment 1-B: Invoice: Grantee’s Employee(s)
- Attachment 1-C: Invoice: Combination of Grantee’s Subcontractor(s) and Grantee’s Employee(s)
- Attachment 1-D: Grant Agreement Final Closeout Form
- Attachment 1-E: SERA Access Authorization Form (form provided after execution of this agreement)
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2022 (the “Effective Date”) and shall continue until the earlier to occur of (a) June 30, 2023 (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”
B. FUNDING

This Agreement is a cost reimbursement Agreement. DEO shall pay Grantee up to Seventy-Five Thousand Dollars and Zero Cents ($75,000.00) in consideration for Grantee’s performance under this Agreement. DEO, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. DEO shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee’s business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee’s costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf?sfvrsn=fc1c5555_2)

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State’s Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/division/aa/vendors. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at DEO’s sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by DEO. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.
E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Section 215.971, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee’s compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee’s suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO’s efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida’s public records laws wherein DEO’s disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. DEO may terminate this Agreement if Grantee fails to comply with Florida’s public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee’s failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee’s waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If DEO’s claim of exemption asserted in response to Grantee’s assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide DEO with copies of any records within ten (10) business days after DEO’s request at no cost to DEO. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee’s duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO’s custodian of records, in a format that is compatible with the information technology systems of DEO.

4. **Audit Rights.** Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee’s books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee’s fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com). Grantee’s timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.

6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee’s expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions.** IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.
G. TERMINATION AND FORCE MAJEURE

1. Termination due to Lack of Funds: In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24 hour written notice to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing “lack of funds.” In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO’s default under this Agreement.

2. Termination for Cause: DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience: DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO’s sole and absolute discretion that it is in DEO’s interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Grantee’s Responsibilities Upon Termination: If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee’s services in connection with such transfers or assignments.

5. Force Majeure and Notice of Delay from Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party’s control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party’s performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall
notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is 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 engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. (Not applicable)

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. Limitations on Advertising of Agreement. DEO does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
2. Disclosure of Sponsorship. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee’s name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf?sfvrsn=fc1c5555_2), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:

   a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.

   b. Invoices must contain the Grantee’s name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee’s invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.

   c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

2. At DEO’s or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.

3. Payment shall be made in accordance with s. 215.422, F.S., Rule 691-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.

4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to
vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm

5. Grantee shall submit the final invoice for payment to DEO no later than 60 calendar days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. Recoupment. Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO’s rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. Overpayments. If Grantee’s (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee’s performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn’t comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an “Overpayment”), then Grantee shall return such Overpayment of Award Funds to DEO.

3. Discovery of Overpayments. Grantee shall refund any Overpayment of Award Funds to DEO within 30 calendar days of Grantee’s discovery of an Overpayment, or receipt of notification from DEO that and Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO’s Agreement Manager and made payable to the “Florida Department of Economic Opportunity”. Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.

4. Right of Set-Off. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State’s option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.
M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee’s sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers’ compensation and employer’s liability insurance in accordance with chapter 440, F.S., with minimum employer’s liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee’s performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee’s liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee’s sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO’s sole and absolute discretion, after DEO’s review of Grantee’s insurance coverage when Grantee is unable to comply with DEO’s requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO’s Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Page 9 of 39
Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients’ responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to DEO’s network and/or applications, in order to fulfill Grantee’s obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO’s unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee’s possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee’s report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO’s Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO’s written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, “breach of security” or “breach” means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee’s obligations under this Agreement or is not subject to further unauthorized use.
O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university’s action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO’s electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment,
fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer’s serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.

4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await DEO’s response prior to disposing of the property. “Disposition” as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY (Not applicable)

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “this Agreement” means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words
Agreement #P0451

"herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "DEO" includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. Section 448.095, F.S., requires the following:
   a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
   b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person’s employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee’s employment eligibility upon the renewal or extension of his or her contract.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: https://www.e-verify.gov/.

3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee’s agents, contractors or employees, operational fraud or criminal activities to DEO’s Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person’s ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO’s sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void ab initio.

2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor’s compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative
requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee’s employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO’s security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee’s employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee’s obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee’s failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO’s Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO’s Minority Coordinator at (850) 245-7471 will assist with questions and answers.

7. DEO shall retain the right to reject any of Grantee’s or subcontractor’s employees whose qualifications or performance, in DEO’s judgment, are insufficient.

2. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

AA. WAIVER; GOVERNING LAW; ATTORNEYS’ FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys’ Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys’ fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. **Dispute Resolution.** DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO’s decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to DEO’s Agency Clerk. DEO’s final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee’s ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. INDEMNIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party’s negligence.

2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by
Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO’s misuse or modification of Grantee’s products or DEO’s operation or use of Grantee’s products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee’s opinion is likely to become the subject of such a suit, Grantee may, at Grantee’s sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

4. Grantee’s obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee’s sole expense, and (3) assistance in defending the action at Grantee’s sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee’s prior written consent, which shall not be unreasonably withheld.

5. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND DEO

Grantee’s Agreement Manager:

Carmen Rosamonda, City Manager
City of DeBary, City Hall
16 Colomba Road
DeBary, Florida 32713
Telephone: 386-601-0218
Facsimile: 386-668-4122
Email: crosamonda@debar.org

DEO’s Agreement Manager:

Kelly Corvin
Department of Economic Opportunity
107 East Madison Street, MSC 160

Page 17 of 39
DD. NOTICES

The Parties’ respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties’ discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term “written notice” is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Rest of page left intentionally blank; Attachments to follow after signature page]
IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

DEPARTMENT OF ECONOMIC OPPORTUNITY

By

Signature
Benjamin Melnick

Title
Deputy Secretary,
Division of Community Development

Date
12/1/2022

CITY OF DEBARY, FLORIDA

By

Signature
Karen Chazez

Title
Mayor

Date
November 16, 2022

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By

Signature
Ashanti Breden

Approved Date: 11/30/2022
Attachment 1
SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to Section ("s.") 163.3168, Florida Statutes ("F.S."), and Specific Appropriation 2285, Chapter 2022-156, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.

2. **PROJECT DESCRIPTION:** The City of DeBary, Florida ("Grantee"), shall develop the DeBary Town Center Transportation and Infrastructure Plan (the "Plan") that will analyze the City's multi-modal needs including those resulting from the development of the SunRail and Transit Oriented Development Overlay, which includes several smaller projects such as those for improvements to the Town Center. The Plan will address the needs of diverse users while supporting economic development, safety, and resiliency. Through development of this Plan, the City shall collect and analyze data including, but not limited to local transportation characteristics related to US 17/92, which is a critical evacuation route. Complete Streets and Intersection Control Evaluation analyses will also be performed in addition to developing multiple transportation scenarios that will be incorporated into the final Plan. Through evaluation of the best options to accommodate competing transportation needs and incorporating new technologies like solar and electric vehicles, this Plan will support updates to the local transportation network that facilitate high-density, multi-modal development, and incorporate pedestrian-friendly attributes. Reconstruction projects and associated estimated costs that may be developed in this Plan will play a vital role in applying for additional grant funding in the future. All meetings or hearings required under this Agreement may be held in either in-person or virtual format at the discretion of the Grantee.

3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.

   A. **Deliverable 1.** *Data Collection and Development of Complete Streets and Intersection Control Evaluation Analyses;*

      Grantee shall:

      1. Collect traffic and travel information for the existing and proposed roadway network for the Town Center and the area within one mile of the SunRail Station which may include, but not be limited to data such as traffic counts, context classification, roadway width, right-of-way width, crash history, existing sidewalks and bikeway network characteristics, transit routes with timetables and ridership, and existing and planned land uses. Stormwater facilities within a half-mile radius of the Town Center and SunRail Station will be located and mapped.

      2. Develop a Complete Streets Analysis to evaluate the current context classification of US 17/92 adjacent to the Town Center, identify proposed concepts for modifications needed to
reflect the community’s desired plan for the area, including the assessment of placing powerlines underground or any potential conflicts with plans for water, sewer, and planned maintenance, and present the findings of the analysis to include the following:

a. Cross-sections that show how all road users can travel safely and comfortably within the corridor.

b. Computer-aided design and drafting ("CADD"), or similar software, and/or landscape architecture conceptual illustrations that support the completeness of the street and encourage a pedestrian scale in line with the City’s adopted standards for the Town Center.

3. Provide a written summary of the findings of an Intersection Control Evaluation ("ICE") that analyzes intersection improvement alternatives and identifies solutions for traffic advancements.

B. **Deliverable 2. Trail Crossing Analysis and Traffic Modeling:**

Grantee shall:

1. Evaluate the feasibility and desirability of installing pedestrian bridge(s) across US 17/92, that would seek to improve the safety of the crossing of golf carts while maintaining the continuity of the trail experience. If deemed feasible and desirable, Grantee shall assess pedestrian bridge costs, use, location(s), and expected safety benefits.

2. Perform traffic modeling utilizing the current Florida Standard Urban Transportation Model Structure ("FSUTMS") program, to determine the effectiveness of the potential transportation modifications identified in Deliverable 1 of this Scope of Work in the near and long term to assess:

a. The current year with no transportation modifications in place, as a baseline.

b. The evaluation of multiple scenarios to include the following:

   i. Future year, with Town Center improvement project, without transportation improvements (to serve as a future no-build alternative).

   ii. Future year, with Town Center improvement project, with typical roadway-only improvements.

   iii. Future year, with Town Center improvement project, with multimodal facilities improved.
C. Deliverable 3. Stakeholder Outreach and DeBary Town Center Transportation and Infrastructure Plan;

Grantee shall:

1. Conduct one (1) meeting with each of at least four (4) stakeholder groups, which may include, but not be limited to: Volusia County, the Florida Department of Transportation, the Volusia River to Sea Transportation Planning Organization, and the citizens of the City of DeBary to discuss the findings of Deliverables 1 and 2 of this Scope of Work.

2. Prepare the DeBary Town Center Transportation and Infrastructure Plan to include summaries of the data collected, findings of the Complete Streets Analysis and Intersection Control Evaluation, Trail Crossing Analysis results, Traffic Modeling scenarios, and estimated costs of the needed improvements for the Town Center and SunRail area.

3. Conduct an advertised public hearing before the City Council where the DeBary Town Center Transportation and Infrastructure Plan will be presented for acceptance; or provide a written acknowledgement that such hearing shall be conducted before the end of the 2023 calendar year.

4. DEO RESPONSIBILITIES: DEO shall receive and review the Deliverables and, upon DEO’s acceptance of the Deliverables and receipt of Grantee’s pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, DEO shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. DELIVERABLES: The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

<table>
<thead>
<tr>
<th>Deliverables and Tasks</th>
<th>Minimum Level of Service</th>
<th>Payment Amount Not to Exceed</th>
<th>Financial Consequences</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable 1. Data Collection and Development of Complete Streets and Intersection Control Evaluation Analyses</td>
<td>Completion of Deliverable 1 as evidenced by submission of all of the following:</td>
<td>$33,225.00</td>
<td>As provided in Section 12 of this Scope of Work, below.</td>
</tr>
<tr>
<td>Grantee shall collect traffic and travel information, develop a Complete Streets Analysis, and create an Intersection Control Evaluation in accordance with Section 3.A. of this Scope of Work.</td>
<td>1. Summary of traffic and travel information collected in Deliverable 1 of this Scope of Work.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Stormwater facilities map.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Complete Street Analysis, including cross-sections along with CADD and/or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable</td>
<td>Description</td>
<td>Due Date</td>
<td>Cost</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------</td>
<td>----------</td>
<td>------</td>
</tr>
<tr>
<td>Deliverable 1</td>
<td>Landscape architecture conceptual illustrations.</td>
<td>December 29, 2022</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Written summary of the findings of an Intersection Control Evaluation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable 2, Trail Crossing Analysis and Traffic Modeling</td>
<td>Completion of Deliverable 2 as evidenced by submission of all of the following:</td>
<td>March 31, 2023</td>
<td>$14,080.00</td>
</tr>
<tr>
<td></td>
<td>1. Narrative summary of the findings from the evaluation on pedestrian bridge(s).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Narrative summary of traffic modeling results on baseline and future scenarios with and without proposed improvements.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6. **SUBCONTRACTS.** In accordance with Section Y., Assignments and Subcontracts, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes DEO’s written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to DEO’s Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.
Agreement #P0451

7. **DELIVERABLE DUE DATE.** The “deliverable due date” is the date the deliverable must be received by DEO by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.

8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a “business day” is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO’s ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed [ten (10) percent] of each deliverable total funding amount. Changes that exceed ten (10) percent of each deliverable total funding amount will require a formal written amendment, as described in Section D., Renegotiation or Modification, of this Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

10. **INVOICE SUBMITTAL AND PAYMENT.**

   A. DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with Section K, Invoices and Payments, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.

   B. Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into DEO’s Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee’s employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee’s employee(s).

   C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

   1. Grantee’s name and address;
   2. Grantee’s federal employer identification number;
   3. the Agreement number;
   4. the Grantee’s invoice number;
   5. an invoice date;
   6. the dates of service;

Page 25 of 39
7. the deliverable number;
8. a description of the deliverable;
9. a statement that the deliverable has been completed; and
10. the amount being requested.

D. Grantee shall submit a final invoice no later than 60 days after this Agreement ends or is terminated as provided in Section K.S. of this Agreement.

E. Documentation that must accompany each itemized invoice: The following documents shall be submitted with the itemized invoice:

1. For Work Performed by a Subcontractor:
   a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
   b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
   c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

2. For Work Performed by Grantee’s Employees:
   a. A cover letter signed by the Grantee’s Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
   b. Identification of Grantee’s employees who performed work under this Agreement and, for each such employee:
      i. The percentage of the employee’s time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
      ii. Payroll register or similar documentation that shows the employee’s gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
   c. Invoices or receipts for other direct costs.
   d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with Section K., Invoices and Payments, of this Agreement.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE. Grantee shall submit all deliverables to the DEO CPTA Deliverables email at CPTADeliverables@deo.myflorida.com and DEO’s Agreement Manager or upload the deliverable documents into DEO’s SERA system for review. DEO will review all work submitted for payment under
the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, DEO shall provide written notice to Grantee by electronic mail of DEO's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If DEO determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from DEO to correct the insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. DEO may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with DEO to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until DEO notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.

12. FINANCIAL CONSEQUENCES.

A. Financial consequences of $50 a business day up to a maximum amount of $500 shall be imposed in each of the following circumstances:

1. Grantee submits a deliverable to DEO more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by DEO or the maximum amount of financial consequence accrues, whichever occurs first.

2. Grantee is given a notice of insufficiency and fails to submit to DEO a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.

B. Imposition of the above described financial consequences shall in no manner affect DEO's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to DEO for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to DEO under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable for DEO review and comment is required under Section 3 or Section 5 of this Scope of Work, above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address DEO's comments.
14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be “in compliance” as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of DEO’s review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO’s compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in Section A., Agreement Period, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to DEO for payment.

15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding Section D., Renegotiation or Modification, of this Agreement, DEO’s Agreement Manager, in DEO’s sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee’s Agreement Manager (not Grantee’s consultant or subcontractor) in accordance with the following:

A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee’s Agreement Manager in writing (which may be by electronic mail) to DEO’s Agreement Manager no later than one (1) business day before the deliverable due date (or the earliest of multiple due dates for which the extension is requested);

B. A request for an extension of time received by DEO’s Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;

C. If requested by DEO’s Agreement Manager, Grantee’s Agreement Manager must explain the reason for the requested extension; and

D. DEO’s Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee’s Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in Section A., Agreement Period, of this Agreement.

16. ADVERTISING AND INFORMATION RELEASE. Notwithstanding Section J., Advertising and Sponsorship Disclosure, and Section F., Records and Information Release, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.
17. **NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

18. **GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

   A. Stop work under this Agreement on the date and to the extent specified in the notice;

   B. Complete performance of such part of the work as shall not have been terminated by DEO;

   C. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and

   D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

19. **CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

   - Remainder of Page Intentionally Left Blank –
Attachment 1-A – Invoice: Grantee’s Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE’S NAME: ____________________________  INVOICE NO.: __________
FEIN: ________________________________  INVOICE DATE: __________

Agreement No.: ______________

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: CPTA Grant Manager
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates of Service: __________________________________________________________</td>
<td></td>
</tr>
<tr>
<td>Deliverable ____ Completed: [copy description of the deliverable from Scope of Work, Section 3]</td>
<td></td>
</tr>
<tr>
<td>Category expenditures:</td>
<td></td>
</tr>
<tr>
<td>Contractual Services</td>
<td>$___</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$___</td>
</tr>
</tbody>
</table>
INVOICE

**GRANTEE'S NAME:** ________________________________  **INVOICE NO.:** __________

**FEIN:** ________________________________  **INVOICE DATE:** __________

**Agreement No.:** ________________

**TO:**
Florida Department of Economic Opportunity
Division of Community Development
Attn.: CPTA Grant Manager
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

**FOR:**
[Grantee name]
[Grantee address]
[Grantee phone number]

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates of Service: __________________________</td>
<td></td>
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<tr>
<td>Deliverable _____ Completed:</td>
<td></td>
</tr>
<tr>
<td>[copy description of the deliverable from Scope of Work, Section 3]</td>
<td></td>
</tr>
<tr>
<td>Category expenditures:</td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>$__</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$__</td>
</tr>
<tr>
<td>Travel</td>
<td>$__</td>
</tr>
<tr>
<td>Postage</td>
<td>$__</td>
</tr>
<tr>
<td>[other direct costs: identify them]</td>
<td>$__</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$__</td>
</tr>
</tbody>
</table>

Rev. 5/19/21
Attachment 1-C – Invoice: Combination of Grantee’s Subcontractor(s) and Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: ________________________________  INVOICE NO.: __________
FEIN: ____________________  INVOICE DATE: __________

Agreement No.: ______________

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: CPTA Grant Manager
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates of Service: ____________________</td>
<td></td>
</tr>
<tr>
<td>Deliverable _____ Completed:</td>
<td></td>
</tr>
<tr>
<td>[copy description of the deliverable from Scope of Work, Section 3]</td>
<td></td>
</tr>
<tr>
<td>Category expenditures:</td>
<td></td>
</tr>
<tr>
<td>Contractual Services</td>
<td>$___</td>
</tr>
<tr>
<td>Salaries</td>
<td>$___</td>
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<tr>
<td>Fringe Benefits</td>
<td>$___</td>
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<td>Travel</td>
<td>$___</td>
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<tr>
<td>Postage</td>
<td>$___</td>
</tr>
<tr>
<td>[other direct costs: identify them]</td>
<td>$___</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$___</td>
</tr>
</tbody>
</table>

Rev. 5/19/21

Page 32 of 39
## Attachment 1-D – Grant Agreement Final Closeout Form

### GRANT AGREEMENT FINAL CLOSEOUT FORM

<table>
<thead>
<tr>
<th>FLAIR Contract ID:</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recipient Name:</td>
<td></td>
</tr>
<tr>
<td>Vendor ID:</td>
<td>Deobligated Funds</td>
</tr>
<tr>
<td>Contract End Date:</td>
<td>Final Contract Amount</td>
</tr>
</tbody>
</table>

**Section A: Financial Reconciliation**

1. **Total Recipient Funds Received from DEO**
   - 

2. **Total Recipient Expenditures**
   - 

3. **Balance of Unexpended Program Income (from Section B)**
   - 

4. **If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.**
   - 

**Section B: Statement of Recipient Income**

- There was no recipient income earned under this contract.
- The following recipient income was earned under this contract.

<table>
<thead>
<tr>
<th>Description of Recipient Income</th>
<th>Source</th>
<th>Amount</th>
<th>Expended</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

**Section C: Property Inventory Certification**

- No tangible property was purchased in the contract period.
- All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of $1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

<table>
<thead>
<tr>
<th>Description of Property Inventory</th>
<th>Description and Serial Number</th>
<th>Quantity</th>
<th>Acquisitions</th>
<th>Condition</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Section D: Recipient Certification**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

- **Name:**
- **Signature:**
- **Title:**
- **Date Signed:**

**Section E: DEO Internal Review and Approval**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

- **Name:**
- **Signature:**

---

Page 33 of 39
Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form

Attachment 1-E will be provided after execution of this Agreement
Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

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

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §§200.90, 200.64, and 200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 691-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded.
through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity’s resources (i.e., the cost of such an audit must be paid from the recipient’s resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

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

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A": N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC’s website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

   a. DEO at each of the following addresses:

      Electronic copies (preferred):
      Audit@deo.myflorida.com

      or

      Paper (hard copy):
      Department Economic Opportunity
      MSC # 75, Caldwell Building
      107 East Madison Street
      Tallahassee, FL 32399-4126
Agreement #P0451

b. The Auditor General’s Office at the following address: Auditor General

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by
or on behalf of the recipient directly to:

Electronic copies (preferred): or Paper (hard copy):
Audit@deo.myflorida.com Department Economic Opportunity
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

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

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

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance
with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or
five (5) state fiscal years after all reporting requirements are satisfied and final payments have been
received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access
to such records upon request. The recipient shall ensure that audit working papers are made available to
DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the
audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation,
audit, or other action involving the records has been started prior to the expiration of the controlling
period as identified above, the records shall be retained until completion of the action and resolution of
all issues which arise from it, or until the end of the controlling period as identified above, whichever is
longer.

- Remainder of Page Intentionally Left Blank -
EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: DEPARTMENT OF ECONOMIC OPPORTUNITY – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - $75,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

• ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- Remainder of Page Intentionally Left Blank -
AGREEMENT #P0451

ATTACHMENT 3
Audit Compliance Certification

Grantee Name: ____________________________________________________________

FEIN: __________________       Grantee’s Fiscal Year: __________________________

Contact Person Name and Phone Number: _________________________________

Contact Person Email Address: ________________________________________

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?  
   ___Yes ___No  

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  ___Yes ___No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO?  ___Yes ___No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  ___Yes ___No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____________________________                                 ____________________
Signature of Authorized Representative                             Date

_____________________________                                 ____________________
Printed Name of Authorized Representative                          Title of Authorized Representative

Rev. 5/19/21
REQUEST

City Manager is requesting City Council approve a new position, Engineer, effective January 1, 2023.

PURPOSE

The purpose is to strategically position our organization to handle the growing demands on staff and the increased workload resulting from growth in our community.

CONSIDERATIONS

- In January 2020, the City hired Richard Villasenor to serve as the City’s first staff engineer.

- Since that time, the workload in engineering and development has continued to increase.

- Meeting deadlines is currently exceeding our human capability. This is due to the growth of our community, increased demand on our services, and the fruition of some large projects slated to take off in calendar 2023.

- The City Manager is requesting the establishment of an Engineer position to assist the City Engineer with project reviews, various design and construction projects, contractor compliance, and various road and stormwater infrastructure improvement projects.

- The Engineer will be needed to work on upcoming transportation projects. The City is also working on various Highway 17-92 initiatives over the next 3-5 years. This includes but not limited to FDOT Rescoping Project from St. Johns River Bridge to Saxon Blvd., which is currently being designed with an anticipated construction start date of July 1, 2025; FDOT Traffic Study from Plantation Road to the St. Johns River Bridge to analyze speed limits and traffic signal requirements with the growth in the TOD area; TOD Study being conducted by Neel-Schaffer, Inc. to study and improve pedestrian and multi-modal safety improvements and opportunities to enhance movement along and across the TOD.
• The City also has 27 stormwater projects currently in-process.

**COST/FUNDING**

The new Engineer will be paid approximately $70,000 plus benefits per year. The cost for the remainder of FY 2022-23 will be approximately $52,500. We anticipate a budget amendment after our FY 2021-22 audit to pay for these additional costs.

**RECOMMENDATION**

It is recommended that the City Council approve a new position, Engineer effective January 1, 2023.

**IMPLEMENTATION**

January 1, 2023.

**ATTACHMENTS**

Engineer Job Description
City of DeBary, Florida
Employee Job Description

City Engineer

<table>
<thead>
<tr>
<th>Department:</th>
<th>Position #XXX</th>
<th>Exempt:</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reports To:</td>
<td>City Manager</td>
<td>Pay Grade/Wage:</td>
<td>112</td>
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<tr>
<td>Position Type:</td>
<td>Full Time</td>
<td>Hours:</td>
<td>40 hrs/week</td>
</tr>
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</table>

Job Summary:
Under the Direction of the Senior Engineer, this is an entry-level engineering position. The incumbent will work under the guidance of a licensed professional engineer performing research, analysis, plans review, cost estimating, preparing reports, and other engineering activities related to the City’s Stormwater and transportation systems.

Job Description

Duties & Responsibilities:
The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Assists the Senior Engineer in the development of various design and construction projects.
- Assists in establishing and maintaining the 5-year Capital Improvement Plan.
- Completes project reviews and markups of engineering plans and specifications to ensure compliance with regulations and standards.
- Conducts technical research to ensure regulatory compliance updates of City infrastructure.
- Inspects construction sites for conformance with design intent.
- Conducts analysis of project related data and provides engineering calculations as needed.
- Works collaboratively with other departments to include Public Works and Growth Management.
- Plan, direct, and coordinate the inspection of City and developers' construction projects to ensure compliance with engineering plans and specifications as well as applicable local, state and federal requirements.
- Inspect and certify the City’s acceptance of infrastructure improvements.
Manage, design and review special projects as assigned.

Manage the engineering design, bidding, construction and inspection of the City's capital improvement program projects for other departments.

Administer and acquire a variety of permits to include FDOT, SJRWMD, FDEP, right-of-way use permitting, abandon and vacate requests, addressing, and maintenance of traffic plans for special events.

Maintain liaisons with appropriate county, state, and federal agencies regarding joint projects and/or regulations.

Respond to City Council and resident questions about engineering related items. Meets with the public and developers to discuss the City's codes and regulations.

May present project related matters to public boards and agencies such as City Council, River to Sea Transportation Planning Organization, and other related public entities.

Perform other duties as assigned.

QUALIFICATION REQUIREMENTS:

Graduation from an accredited college or university with a bachelor’s degree in engineering, preferably related to the stormwater or transportation required; previous experience in performing drainage calculations, permitting with State and Federal Agencies, and performing construction inspections is preferred.

KNOWLEDGE, SKILLS & ABILITIES:

Knowledge of principles and practices of civil engineering.

Knowledge of civil engineering and construction methods and techniques as applied to the construction and maintenance of stormwater utilities and transportation related infrastructure.

Ability to establish and maintain effective working relationships with others.

Ability to communicate clearly, both orally and in writing.

Knowledge of site plan review and subdivision development.

Skill in making engineering computations and conducting engineering research.
• Must be able to effectively manage and oversee multiple projects simultaneously.
• Ability to read and comprehend safety manuals, work orders, operation guides, legal documents, instructions, letters, memos, journals, and maps.

**WORK ENVIRONMENT/ADA:**

While performing the duties of this job, the employee is regularly required to sit for long periods of time performing repetitive functions. The employee must be able to access file cabinets for filling and retrieve data. The employee must have the ability to sit at a desk and view a screen for extended periods of time, occasionally lifting and moving light objects to moderately heavy objects (up to 25 pounds). The employee may also be required to make field visits to project sites in order to evaluate project or gather statistical data.
City Council Meeting
City of DeBary
AGENDA ITEM

<table>
<thead>
<tr>
<th>Subject:</th>
<th>Creating an Economic Development and Government Affairs Director Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Carmen Rosamonda, City Manager</td>
</tr>
<tr>
<td>Meeting Hearing Date</td>
<td>December 21, 2022</td>
</tr>
</tbody>
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Attachments: ( ) Ordinance ( ) Resolution ( ) Supporting Documents/ Contracts (x ) Other

REQUEST

City Manager is requesting City Council approve a new position, Economic Development and Government Affairs Director, effective January 1, 2023.

PURPOSE

The purpose is to strategically position our organization to handle the growing demands on staff and the increased workload resulting from growth in our community.

CONSIDERATIONS

- Prior to FY 2020-21, the City had two director positions: one dedicated to economic development and one dedicated to communications. Upon the Economic Development Director resigning from the City, the City Manager combined these duties into one position formerly held by Shari Simmans.

- Shari Simmons resigned from her position in July 2022, and we hired Rochelle Greiner in September 2022.

- Our Communications, Economic Development and Government Affairs workload demand has increased. Meeting deadlines and seizing grant and legislative appropriations are exceeding our human capability. This is due to the growth of our community, increased demand on our services, and the fruition of some large projects slated to take off in calendar 2023.

- The City Manager is requesting the establishment of an Economic Development/Government Affairs Director position to market the City of DeBary, recruit and establish new businesses in the community, retain and support existing businesses, promote citywide events and ecotourism activities, and aggressively seek grant funding.

- The Communication Director’s role will remain responsible for daily and strategic communications, front-line customer service, information distribution, the development of consistent messaging, the coordination of activities, and serving as our emergency coordinator and public information...
officer during hurricanes and other disasters. They will also serve as Project Manager for the City Manager assuring follow up and oversight on key projects.

**COST/FUNDING**

The new Economic Director/Government Affairs Director will be paid the same as other Directors at $99,000 plus benefits per year. The cost for the remainder of FY 2022-23 will be approximately $75,000. We anticipate a budget amendment after our FY 2021-22 audit to pay for these additional costs during this current FY budget.

**RECOMMENDATION**

It is recommended that the City Council approve a new position, Economic Development and Government Affairs Director, effective January 1, 2023.

**IMPLEMENTATION**

January 1, 2023.

**ATTACHMENTS**

Job Description
- Economic Development/Government Affairs Director
- Communications Director
ECONOMIC DEVELOPMENT & GOVERNMENT AFFAIRS DIRECTOR

**Department:** | **Position #XXX** | **Exempt:** | **Yes**
---|---|---|---
**Reports To:** | City Manager | **Pay Grade/Wage:** | 117
**Position Type:** | Full Time | **Hours:** | 40 hrs/week

**JOB SUMMARY:**

This is Senior Management position responsible for professional duties related to the economic development of the City’s private and public sector economy as well as working with elected representatives to further the City of DeBary’s legislative agenda. Specialized knowledge of financial analysis and business development techniques is required. The incumbent is the primary contact for businesses and elected representatives. The work involves responsibility for the application of professional knowledge and skills to affect research, analysis, planning and implementation of economic development programs and the identification and development of legislative priorities. This is managerial and administrative position providing a blend of economic and community development work.

**JOB DESCRIPTION**

*The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.*

**DUTIES & RESPONSIBILITIES:**

- Plans, organizes, and implements the City’s overall economic development program as it relates to encouraging and promoting business development, retention, rehabilitation, vitalization, revitalization, and job growth.

- Provide a high level of customer service using a proactive approach towards solving problems and expediting development, as well as assisting developers, businesses and property owners to work out problems with the City and other agencies.

- Develops and evaluate economic data, reports and studies on the financial impact of various economic, social, and political changes.

- Administers the preparation and negotiations of economic development incentive proposals to business prospects.

- Fosters relationships with federal, state, and county officials, both elected and staff, in order to proactively present the City’s legislative goals. Monitors legislative issues and initiatives to best position the City of Debary in achieving identified goals and objectives.

- Serves as liaison with public, private and non-profit organizations for business attraction, creation, expansion and retention activities.
• Performs special assignments as requested, to include research and preparation of reports and projects, development and implementation of programs, administering state and federal grants and presenting technical data to management, elected officials, and other interested parties.

• Prepares information for dissemination to potential business clients, including economic, statistical, financial, population, growth, demographic and other information.

• Assists potential new businesses in site analysis, including demographic, tax, fee, development and related information and works closely with applicant to ensure DRC recommendations are reflected in plans submitted for development review.

• Generates and nurtures professional and ethical working relationships with private developers and the building community, realtors, business leaders, banking and financial leaders, professional economic development and trade associations, state and local government leaders, business and industrial development professionals and other community leaders.

• Act as business recruitment and commercial development facilitator for the City as well as focus on the retention and expansion of existing businesses.

• Works with the local legislative delegations to promote City projects, request funding, seek budget appropriations, and perform tasks required to track the allocation of funding that may be received.

• Builds and sustains relationships with internal leaders, local, state, and regional elected officials as well as senior government, business, and civic leaders with the objective of monitoring and influencing issues, regulations, and policies pertinent to the City’s strategic and operational goals.

• Coordinates related activities with functions of other City departments and public and private agencies.

• Conducts research projects on general geographic areas or on specific sites, notes changes in socioeconomic characteristics of the area, prepares financial analysis of project and program costs and benefits, and projects probable costs of various forms of development.

• Researches, creates and reviews City ordinances as they relate to economic development.

• Identifies systematic hindrances to development within the City’s policies, procedures and practices, and recommends improvements to the City Manager

• Perform other duties as assigned.
QUALIFICATION REQUIREMENTS:

Bachelor’s degree or equivalent in Economics, Urban Planning, Public or Business Administration, Marketing or a related field from an accredited college or university; and five (5) years related experience and training; or an equivalent combination of education and experience.

CERTIFICATES, LICENSES & REGISTRATIONS:

Possession of a valid Florida driver’s license.

KNOWLEDGE, SKILLS & ABILITIES:

Communication Skills: Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or City Council.

Reasoning Ability: Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

WORK ENVIRONMENT/ADA:

Physical Ability: Work involves sedentary to light work in an office setting with occasional exposure to the outdoor environment. There is a frequent need to sit, stand, walk, drive and to occasionally lift moderately heavy objects (up to 25 pounds), and to work extended hours, including nights and weekends.

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions.
COMMUNITY ENGAGEMENT & COMMUNICATIONS DIRECTOR

<table>
<thead>
<tr>
<th>Department:</th>
<th>Position #XXX</th>
<th>Exempt:</th>
<th>Yes</th>
</tr>
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<tr>
<td>Reports To:</td>
<td>City Manager</td>
<td>Pay Grade/Wage:</td>
<td>117</td>
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<tr>
<td>Position Type:</td>
<td>Full Time</td>
<td>Hours:</td>
<td>40 hrs/week</td>
</tr>
</tbody>
</table>

**JOB SUMMARY:**

Under general and executive direction of the City Manager, the Community Engagement & Communications Director serves as a key member of leadership staff responsible for the development and dissemination of information about City of DeBary programs, services and other issues, and works with elected representatives at the City, County, State, and Federal level on behalf of the City. The position, which reports to City Manager, requires experience in current public information, media relations practices, marketing, government relations practices, the ability to work in a team environment, and considerable independence and thought processes.

**JOB DESCRIPTION**

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

**DUTIES & RESPONSIBILITIES:**

- Provide a comprehensive media relations program for the purpose of educating the public and maintaining a positive public image.

- Communicate the City's strategic plan and policies, provide management of the news and content portion of the City's website, and assist the oversight of the City's social medial presence and other communication related programs.

- Foster a relationship with the media in order to proactively present City programs, services and initiatives and serve as primary point of contact on behalf of the City and all of its departments, including coordinating with law enforcement and fire services partners.

- Serve as spokesperson for the City and oversee the media relations function of the City of DeBary.
Serve as communications advisor to City Manager, City Council and Department Heads, provide technical support in all forms of communication and direction in the area of media relations.

Oversee the research, development and dissemination of electronic and printed publications, press releases, photographic materials, feature articles, videos, public service announcements, promotional materials and other form of communications to local media and the public to increase community awareness of city activities, services and programs.

Manage communications staff and oversee electronic communications, such as social media and similar content for the City website.

Develops and administers department budget consistent with City goals.

Coordinate media inquiries with responsible department head in a timely, accurate manner according to Chapter 119 in the Florida Statues.

Serve in an on-call capacity to respond within ninety (90) minutes upon request to emergencies at any time in the event that information needs to be released to local media and the public.

Lead the coordination of press conferences as deemed appropriate.

Conduct tours for local media, freelance writers, editors, publishers and the like.

Attend staff, City Council, and community meetings as directed, to effectively carry out the responsibilities of the job.

Participate in collaborative partnership with other city/county/state public information officers.

Responsible for dissemination of information and recommended communication strategies during an emergency event while actively contributing as a team member in the Emergency Operations Center during any and all crisis, natural or otherwise.

Conduct research on grant programs for funding various City projects.

Coordinate and/or prepare applications, including data collection, technical and graphic material and financial information for timely submission.

Develop and maintain high level of communication with City departments, funding agencies, and others and all parties necessary to compete and/or obtain grants.

Perform other duties as assigned.
QUALIFICATION REQUIREMENTS:
Bachelor’s degree from an accredited college or university with a major in Journalism, Communications, Public Relations, Social Sciences, Education, Public Administration, Political Science or related field, four (4) years of professional experience as a public information officer or in journalism, public relations, research, marketing, project management with at least three (3) years in government, five (5) years supervisory experience, or any equivalent combination of education, training and experience.

CERTIFICATES, LICENSES & REGISTRATIONS:
Possession of a valid Florida driver’s license.

KNOWLEDGE, SKILLS & ABILITIES:
- Ability to develop and maintain effective personal relationships with others.
- Ability to effectively communicate in both written and oral form.
- Ability to speak to audiences and/or media.
- Ability to understand and carry out complex oral and written directions and manage complex computer software.
- Ability to deal with problems involving several variables in standardized situations when immediate guidance from the supervisor may not be available.
- Ability to plan, organize, coordinate and communicate to senior management staff.
- Knowledge, skill and application of proper grammar, punctuation, word usage and sentence structure.
- Ability to use discretion and good judgment in handling politically sensitive information and issues.
- Knowledge and skills in the principals, practices and techniques of effective verbal, written and audiovisual communications.
- Knowledge, skill and application of social media platforms.
- Ability to recognize and develop public information opportunities.
- Ability to use video production equipment and editing software.
WORK ENVIRONMENT/ADA:

While performing the duties of this job, the employee is regularly required to sit for long of periods of time performing repetitive functions. The employee must be able to access file cabinets for filling and retrieve data. The employee must have the ability to sit at a desk and view a screen for extended periods of time.