

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • AUGUST 8, 2023

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by Mayor Chris Via
- c. Pledge of Allegiance

2. PUBLIC COMMENTS**3. APPROVAL OF MINUTES**

- 1. Minutes - July 11, 2023 - Budget Workshop - Enterprise Funds; July 25, 2023 - Budget Workshop - Governmental and Special Revenue Funds; and the July 25, 2023 Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 3)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

- 1. Resolution -2023-R-39 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of Volusia County Contract 22-B-41HO, Approving the Proposal from Inliner Solutions, LLC in the Amount of \$233,219, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 2. Resolution -2023-R-40 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Sole Source Purchase and Service Installation Proposal from Tom Evans Environmental for a Standardized Replacement Peerless Backwash Pump and Motor at a Cost of \$69,872.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 3. JAG Grant FY 2022-2023 Allocation of Funds
(Requested by Valerie Manning, City Clerk)

5. REGULAR AGENDA

- 1. Resolution -2023-R-41 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Approving a Grant Agreement with the State of Florida Department of Environmental Protection, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2022-2023; Providing for Severability; and Providing for an Effective Date.
(Requested by Michele Moore, Finance)

2. Resolution –2023-R-42 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Proposal from Mead & Hunt, Inc., to Provide a Vulnerability Assessment on Behalf of the City of Holly Hill in the Amount of \$75,000, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

6. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance –2023-O-3062 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pensions and Retirement), Article III – Firefighters Retirement System, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for the Holly Hill Firefighters Retirement System to Provide Disability Retirement Benefits for Cancer Diagnoses Pursuant to Section 112.1816 of the Florida Statutes; Providing for a Repealer; Providing for a Savings Clause; Providing for Codification; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

7. COMMUNICATIONS

- A. City Manager Comments
- B. City Attorney Comments
- C. City Commission Comments
- D. Mayor's Comments

8. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that 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. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

3.1

**City Commission
Agenda Item**

MEETING DATE: August 8, 2023
FROM: Valerie Manning
SUBJECT: Minutes - July 11, 2023 - Budget Workshop - Enterprise Funds;
July 25, 2023 - Budget Workshop - Governmental and Special
Revenue Funds; and the July 25, 2023 Regular City
Commission Meeting
NUMBER: (ID # 4204)
APPLICANT:
PLANNER:

DISCUSSION:

July 11, 2023 - Budget Workshop - Enterprise Funds; July 25, 2023 - Budget Workshop - Governmental and Special Revenue Funds; and the July 25, 2023 Regular City Commission Meeting.

MOTION:

Approve all three sets of minutes as submitted by staff.

- Minutes - July 11, 2023 - Budget Workshop - Enterprise Funds (PDF)
- Minutes - July 25, 2023 - Budget Workshop - Governmental and Special Revenue Funds (PDF)
- Minutes - July 25, 2023 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 11, 2023

City Commission Chamber

Budget Workshop

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

2. BUDGET WORKSHOP - ENTERPRISE FUNDS

1.

Enterprise Funds

(Requested by Valerie Manning, City Clerk)

Michele Moore, Finance Director went through the Enterprise Funds Budget PowerPoint presentation for the Mayor, City Commissioners, staff present and audience. The following information was shared and briefly discussed.

The PowerPoint slides presented are for the FY2024 Water/Sewer, Stormwater, and Solid Waste Funds. Water/Sewer rates; no rate change proposed; no rate change proposed on Stormwater assessments; salary increases in \$2.00 per hour (year 3 of 3 year union contract); FRS retirement increases; total benefit increases; material and supply increases; Water/Sewer Operating Fund, Revenue & Expenditures, FY2024 Proposed summary; Water/Sewer Fund balance graph; FY2024 proposed Water and Sewer R&R Fund; Water and Sewer R&R Fund projects; Solid Waste Fund.

7/11/2023 Enterprise Funds Workshop @ 5pm

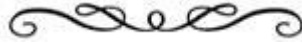
7/25/2023 General & Special Revenue Funds @ 5pm

7/25/2023 Establish maximum millage for FY2024 @ 6pm Commission meeting

9/11/2023 Adopt Tentative millage & budget @ 6pm Commission meeting
(note meeting on Monday night)

9/26/2023 Conduct Public Hearing to adopt final millage and budget @ 6pm Commission meeting

(A full copy of this workshop in its entirety is available on CD upon request in the City Clerk's Office)



3. ADJOURNMENT

The workshop adjourned at approximately 6:50 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 25, 2023

City Commission Chamber

Budget Workshop

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Absent	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

2. GOVERNMENTAL & SPECIAL REVENUE FUNDS

Michele Moore, Finance Director went through the Governmental and Special Revenue Funds Budget PowerPoint presentation for the Mayor, City Commissioners, staff present and audience. The following information was shared and briefly discussed.

The PowerPoint slides presented are for the FY2024 Governmental Funds: Tax Millage summary graph; General Fund Revenue and Expenditures 2019 - 2024; Governmental activities net position graph; FY2024 Proposed General Fund Revenue budget and pie graph; FY2024 Proposed General Fund Expenditures and pie graph; Governmental activities expenditures by activity; FY2024 Fuel Tax Fund; FY2024 Permitting; FY2024 Proposed CRA Fund; FY2024 Capital Projects Fund and descriptions.

Mr. Forte asked for some direction as it pertains to the Union Congressional Church so he can put it in final format. The can purchase the church for \$100,000 and set \$100,000 for rehabilitation, which he thinks we should do and he's asked Michele to incorporate that into the budget. Their thought was to allow them to apply for an ECHO Grant and if the ECHO Grant comes through that \$100,000, which would then go to the benefactors of the church. The problem that he has with that scenario is typically ECHO is going to ask for a match. If they ask for a match that \$100,000 is going to have to go towards the matching grant money. In hindsight, he doesn't even know if we can do it the way they want to. He is asking the Commission to see if there is support in staff offering \$100,000 that the church would then distribute to the five local non-profits and then keep \$100,000 in the budget for a possible rehabilitation of some things in the building. He doesn't know if they're going to need it, if they're not going to need it but at least it will be there that if something comes up for the most part, he thinks they should work to raise the money to do the rehab. He knows they're not going to be able to do it. If this is the direction that the Commissioners want to go, he

wants to meet with Attorney Simpson to go over a more formal agreement. We have formal agreements with the Boys and Girls Club and the YMCA, the buildings that they lease. They have parent companies. In this case, we're dealing with the Historic Society that doesn't have a parent company. They have a couple of volunteers that have certain skill sets but are not formal so to speak. There's risks that it falls apart and the city has this church building, which he thinks we should buy anyway because it's a good asset to have on the city's records. The other issue that came up was the long building that was used for this group called VINE and they are a certified group that comes in, particularly after storms and hurricanes and they bring in a bunch of volunteers that will go out into the community and help rebuild. They approached him last week and they want to occupy the building on a permanent basis year round not just following storms. The discussion he had with them was they provide this service all throughout Volusia County. He said to them why should the taxpayers of Holly Hill pay for your housing costs if you're doing work all in Volusia County? And they didn't really like that but that's his responsibility. He told them he wouldn't mind going into an extended term agreement with them under certain conditions and that would be whatever it would cost the city, he thinks they should pay for. In other words, whatever the insurance cost is on that building, he thinks they should pay for. Whatever the water and sewer rate estimate, because it's under a single meter, they should have to pay for. If you don't want to charge a rent beyond that then maybe they pay \$300/\$400/\$500 a month, something like that but he also wants them to be solely responsible for all maintenance. The windows break, you fix it. The AC breaks, you fix it. If we're not charging you a rent then he wants them to be responsible for all the care and maintenance of the building. If the roof leaks, you fix it. Kind of like a triple net lease. He wants to get the Commissioners direction on that. Unless staff puts it out to bid and see who else would like to occupy that and it's really not zoned for that kind of a use. It was in conjunction with the church. It was always there for the church building. It's not a commercial use. It's still zoned a residential property.

Commissioner Penny stated he is in favor of offering \$100,000 for the building and understands that the church has to donate that to other 501(C)3 non-profits.

Mr. Forte stated it's Family Renew, Boys and Girls Club, YMCA, HOPE Place, and he thinks HUM (Halifax Urban Ministries).

Commissioner Penny stated three of the five are in the city's limits.

Mr. Forte stated and the other two do provide services to our residents.

Commissioner Penny asked can we guarantee that its 20-20-20?

Mr. Forte stated the Commission can put a stipulation in there that...

Commissioner Penny stated he would hate to see them single out...one person gets 90% of it and the other four have to split the 10%.

Mr. Forte stated he doesn't know how they were going to distribute it but if that's your direction that your offer is contingent upon giving them \$100,000 and that \$20,000 is given to each of those five agencies, we can put that in the offer.

Commissioner Penny stated that would make him feel more comfortable. He would hate to

see the three charities in our city get nothing out of it. It's our taxpayers money going back into our community, I'm in favor of that. And he is also in favor in holding the \$100,000 on the side and letting them apply for an ECHO Grant because the \$100,000 might turn into \$200,000.

Mr. Forte stated he will go one further with them in that if they give this money to these local agencies, he would want the local agencies to spend the money on these facilities. In other words, he doesn't want the YMCA...it has to earmarked to be used in these facilities. That can be put in the offer letter. We're getting an asset that has a value to it. He doesn't think that's bad. As far as the room and board, he thinks they wrap it up into one flat rate because there's one water meter, one electric meter that goes through the church and what the church was doing was charging them \$10.00 per person/per day or something like that, when they were there. You do it based on an assumption. For example, we're going to charge you "x" amount of dollars for rent and that rent includes utilities and insurance. It's an all inclusive rent so they don't get to question the utility bills. Whatever you are paying for rent, it's inclusive. They wanted a very long extended lease and he told them the city doesn't have that relationship to do that because we don't know them or what they do so he would recommend that the city does a three year lease with renewal options. If they're doing good work and doing fine, we can do a five-year extension after that. Let the experience dictate how we move forward. He wouldn't enter into a ten, twenty year lease at this point.

Mayor Via agrees that the money should be earmarked. The city would own the block and it's a good asset to the city. The money will go back into the community. He believes the Holly Hill Historic Society wants to be in that building and he thinks that's a great opportunity.

Mr. Forte stated to summarize they are going to offer \$100,000; \$100,000 will be budgeted for repairs and maintenance that can be used up to the \$100,000 for an ECHO match; no additional monies going back to the church; if we get an ECHO Grant it will be matched, if we don't get an ECHO Grant it will be needed; we can work on an agreement with the VINE Group to go in there. Again, there's going to be a lot of detail that Attorney Simpson is going to have to get involved with writing this agreement; and the same thing with the Historic Society. There's a lot of details. He doesn't want them to not move in quickly. If the city purchases that property, as of October 1st or shortly thereafter, it becomes a vacant building. Somebody has to occupy it or it falls into disrepair. He would probably give them until the first of the year to occupy that building. He doesn't want it sitting empty for three or four, five months. Once that happens then we have to have a discussion about what do we do with the building across the street. There's the annex building where the Historic Society is now. Now you will have space there that potentially could be leased, it is a commercial property so it could be leased for something else.

(A full copy of this workshop in its entirety is available on CD upon request in the City Clerk's Office)

1.

Governmental Funds Budget Workshop

(Requested by Valerie Manning, City Clerk)



3. ADJOURNMENT

The workshop adjourned at approximately 5:55 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 25, 2023

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Absent	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by City Commissioner Roy Johnson

Commissioner Johnson led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

At this time, Police Chief Miller came forward and called Officer Nikolas Stacy for his pinning ceremony with the Holly Hill Police Department.

2. BUDGET AGENDA ITEM - PUBLIC HEARING

1. -2023-R-32 Resolution

A Resolution of the City of Holly Hill, Florida, Adopting a Maximum Proposed Millage Rate for the Fiscal Year Beginning October 1, 2023; Providing for a Public Hearing on Millage Rate; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Michele Moore, Finance)

Mr. Forte read the Resolution in its entirety for the record as follows:

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA,
ADOPTING A PROPOSED MILLAGE RATE FOR THE FISCAL
YEAR BEGINNING OCTOBER 1, 2023; PROVIDING FOR A
PUBLIC HEARING ON MILLAGE RATE; PROVIDING FOR
CONFLICTING RESOLUTIONS; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Holly Hill, Florida is

required by Florida Statute 200.011 to certify to the County Property Appraiser the general municipal millage rate proposed by said Commission for the tax year beginning October 1, 2023; and

WHEREAS, the City Commission of the City of Holly Hill, Florida, pursuant to the TRIM Bill, shall hold a public hearing adopting proposed millage rate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the millage rate proposed by the City Commission of the City of Holly Hill, Florida, for the tax year beginning October 1, 2023 is 6.25 (6.25 Per \$1,000.00); The FY2023 operating millage rate is 6.25 Mills, which is greater than the rolled-back rate of 5.57170 mills by 12.17%.

SECTION 2. That the City Commission does hereby set a public hearing on the millage rate for 6:00 p.m. on Monday, September 11, 2023, in the Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida.

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie

**RESOLUTION
2023-R-32**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A MAXIMUM PROPOSED MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; PROVIDING FOR A PUBLIC HEARING ON MILLAGE RATE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL,

FLORIDA, ADOPTING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; PROVIDING FOR A PUBLIC HEARING ON MILLAGE RATE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida is required by Florida Statute 200.011 to certify to the County Property Appraiser the general municipal millage rate proposed by said Commission for the tax year beginning October 1, 2023; and

WHEREAS, the City Commission of the City of Holly Hill, Florida, pursuant to the TRIM Bill, shall hold a public hearing adopting proposed millage rate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the millage rate proposed by the City Commission of the City of Holly Hill, Florida, for the tax year beginning October 1, 2023 is 6.25 (6.25 Per \$1,000.00); The FY2023 operating millage rate is 6.25 Mills, which is greater than the rolled-back rate of 5.57170 mills by 12.17%.

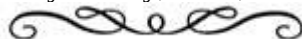
SECTION 2. That the City Commission does hereby set a public hearing on the millage rate for 6:00 p.m. on Monday, September 11, 2023, in the Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida.

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of JULY, 2023.

Enacted and approved this 25th day of July, 2023, in Holly Hill



3. PUBLIC COMMENTS

The following individuals came forward to speak to the Mayor and City Commissioners: Edith and Kim Gadson, Holly Hill.

At this time Keith Norden, President and CEO at Team Volusia Economic Development Corporation showed a PowerPoint presentation to the Mayor and City Commissioners. Mr. Norden shared the latest update as it pertains to the Economic Development Corporation from Team Volusia.

4. APPROVAL OF MINUTES

1.

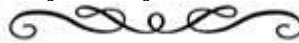
Minutes - July 11, 2023 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie

Enacted and approved this 25th day of July, 2023, in Holly Hill



5. CONSENT AGENDA - ITEMS (1 - 6)

Mayor Via asked if there was anyone in the audience who wishes to speak on any item on the Consent Agenda or if any member of the Commission wished to pull an item for further discussion. There was no one.

1. -2023-R-33 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the New Smyrna Beach Utilities Contract (Itb# 08-23)32391A, Approving an Emergency Sewer Pumping Agreement with Cloud 9 Services, LLC in an Amount Not to Exceed \$25,000 and Authorizing the City Manager to Execute the Same; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie

RESOLUTION**2023-R-33**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE NEW SMYRNA BEACH UTILITIES CONTRACT (ITB# 08-23)32391A, APPROVING AN EMERGENCY SEWER PUMPING AGREEMENT WITH CLOUD 9 SERVICES, LLC IN AN AMOUNT NOT TO EXCEED \$25,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE NEW SMYRNA BEACH UTILITIES CONTRACT (ITB# 08-23)32391A, APPROVING AN EMERGENCY SEWER PUMPING AGREEMENT WITH CLOUD 9 SERVICES, LLC IN AN AMOUNT NOT TO EXCEED \$25,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utility system requires assistance with contract septic sewer pumping services to provide for preventative maintenance, planned outages and emergencies to ensure uninterrupted services to the community and spill remediation; and

WHEREAS, Cloud 9 Services, LLC has an active Agreement (ITB # 08-23) with the New Smyrna Beach Utilities for the septic sewer pumping services which the City of Holly Hill may piggyback; and

WHEREAS, adequate funds are available within the sewer operating budget to pay for the purchase of services in an amount not to exceed \$25,000 annually.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Commission of the City of Holly Hill approve the piggybacking of the New Smyrna Beach Utilities Agreement (ITB# 08-23) with Cloud 9 Services, LLC.

SECTION 2. That the Commission of the City of Holly Hill approve as needed purchase of septic sewer pumping services from Cloud 9 Services, LLC in an amount not to exceed \$25,000 annually, and authorize the City Manager to execute the same.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of JULY, 2023.

Enacted and approved this 25th day of July, 2023, in Holly Hill



2. -2023-R-34 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Selecting DJ Design Services, Inc., to be the Primary Architectural Continuing Services Consultant and Selecting Hall & Ogle Architects, Inc., to be the Secondary Architectural Continuing Services Consultant; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie

RESOLUTION

2023-R-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, SELECTING DJ DESIGN SERVICES, INC., TO BE THE PRIMARY ARCHITECTURAL CONTINUING SERVICES CONSULTANT AND SELECTING HALL & OGLE ARCHITECTS, INC., TO BE THE SECONDARY ARCHITECTURAL CONTINUING SERVICES CONSULTANT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, SELECTING DJ DESIGN SERVICES, INC., TO BE THE PRIMARY ARCHITECTURAL CONTINUING SERVICES CONSULTANT AND SELECTING HALL & OGLE ARCHITECTS, INC., TO BE THE SECONDARY ARCHITECTURAL CONTINUING SERVICES CONSULTANT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city desires a continuing services agreement with an architectural consultant; and

WHEREAS, a Request for Qualifications was issued with submittal's reviewed by an evaluation committee; and

WHEREAS, the evaluation committee recommends that the City Commission

select DJ Design Services, Inc., to be the primary architectural continuing services consultant;
and

WHEREAS, the City Commission may opt to select a secondary architectural continuing services consultant; and

WHEREAS, the evaluation committee recommends that Hall & Ogle Architects, Inc., be selected as a secondary architectural continuing services consultant.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA AS:**

SECTION 1. That the City Commission of the City of Holly Hill selects DJ Design Services, Inc., as the primary architectural continuing services consultant.

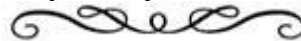
SECTION 2. That the City Commission of the City of Holly Hill selects Hall & Ogle Architects, Inc., as the secondary architectural continuing services consultant.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of JULY, 2023.

Enacted and approved this 25th day of July, 2023, in Holly Hill



3. -2023-R-35 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with Tetra Tech, Inc., in the Amount of \$39,661.20 for the Grant Management of Hazard Mitigation Grant Program Projects Related to Hurricanes Ian and Nicole, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie

RESOLUTION**2023-R-35**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH TETRA TECH, INC., IN THE AMOUNT OF \$39,661.20 FOR THE GRANT MANAGEMENT OF HAZARD MITIGATION GRANT PROGRAM PROJECTS RELATED TO HURRICANES IAN AND NICOLE, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA APPROVING AN AGREEMENT WITH TETRA TECH, INC., IN THE AMOUNT OF \$39,661.20 FOR THE GRANT MANAGEMENT OF HAZARD MITIGATION GRANT PROGRAM PROJECTS RELATED TO HURRICANES IAN AND NICOLE, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Volusia County has an active agreement 17-SQ-43-BB with Tetra Tech, Inc., for the provision of grant management which allows for mutual use by municipalities at the same prices, terms and conditions of the agreement; and

WHEREAS, the City of Holly Hill has been approved by the Volusia County Mitigation Committee to apply for Hazard Mitigation Grant Funds for the procurement and installation of bypass pumps for Lift Stations 7, 14, and 16, as well as, the refurbishment of Lift Station #21; and

WHEREAS, Tetra Tech, Inc., has expertise that the city desires to employ for the application of Hazard Mitigation Grants; and

WHEREAS, the proposal received has pricing consistent with the prices of Volusia County Contract 17-SQ-43-BB; and

WHEREAS, grants management is reimbursable in an amount not to exceed 5 (five) percent of the cumulative total projects cost.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approves the use of a cooperative agreement with Tetra Tech, Inc., for the provision of grant management

related to Hazard Mitigation Grants.

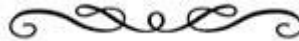
SECTION 2. That the City Commission of the City of Holly Hill approves an agreement with Tetra Tech, Inc., in the amount of \$39,661.20 for the grant Management of Hazard Mitigation Grant Program projects related to Hurricanes Ian and Nicole and authorizes the City Manager to execute the same.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of JULY, 2023.

Enacted and approved this 25th day of July, 2023, in Holly Hill



4. -2023-R-36 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Proposal from Parker Mynchenberg & Associates, Inc., in the Amount of \$30,225 for the Sunrise Park North Landscape Improvements Design, Bidding Assistance and Contract Management and Authorizing the City Manager to Execute the Same; Providing Severability; and Providing an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie

RESOLUTION

2023-R-36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A PROPOSAL FROM PARKER MYNCHENBERG & ASSOCIATES, INC., IN THE AMOUNT OF \$30,225 FOR THE SUNRISE PARK NORTH LANDSCAPE IMPROVEMENTS DESIGN, BIDDING ASSISTANCE AND CONTRACT MANAGEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA APPROVING A PROPOSAL FROM PARKER MYNCHENBERG & ASSOCIATES, INC., IN THE AMOUNT OF \$30,225 FOR THE SUNRISE PARK NORTH LANDSCAPE

IMPROVEMENTS DESIGN, BIDDING ASSISTANCE AND CONTRACT MANAGEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission identified the desire for the installation of an irrigation infrastructure, replacement of grass and rehabilitation of mulch beds at Sunrise Park North during a work session held on April 11, 2023; and

WHEREAS, Parker Mynchenberg & Associates, Inc., has an active agreement with the City of Holly Hill to provide design and contract administration services; and

WHEREAS, Parker Mynchenberg has considerable experience in the design of landscaping improvements; and

WHEREAS, the City Commission allocated funding specifically for improvements to Sunrise Park North under Project 22-BG-12.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

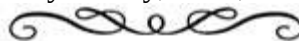
SECTION 1. That the Commission of the City of Holly Hill approve a proposal from Parker Mynchenberg & Associates, Inc., in the amount of \$30,225 for the Sunrise Park North Landscape Improvements Design, Bidding Assistance and Contract Administration and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of JULY, 2023.

Enacted and approved this 25th day of July, 2023, in Holly Hill



5. -2023-R-37 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplused According to Purchasing Policy Section 13.2; Providing for Severability; Providing for an Effective Date.

(Requested by Michele Moore, Finance)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie

RESOLUTION**2023-R-37**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE AUCTION OF ITEMS IDENTIFIED TO BE SURPLUSED ACCORDING TO PURCHASING POLICY SECTION 13.2; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE DISPOSAL OF ITEMS IDENTIFIED TO BE SURPLUSED ACCORDING TO PURCHASING POLICY SECTION 13.2; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the IT Department has identified two (2) items that are no longer in use or have been replaced for a total value of \$4,619.68; the Fire Department has identified three (3) items that are no longer in use or have been replaced for a total value of \$6,012.50; the Police Department has identified ten (10) items that are no longer in use or have been replaced for a total value of \$36,905.26; and the Public Works Department has identified one hundred and thirty (130) items that are no longer in use or have been replaced for a total value of \$4,477,272.29; and

WHEREAS, public auction of surplused vehicles will generate revenue for the City to be placed in the fund of that acquired the fixed asset.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

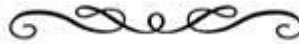
SECTION 1. That the City Commission does hereby declare the items identified as surplus and authorize the disposal of the surplus equipment via auction, donation, scrap, or trade-in as determined appropriate

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 25th day of JULY, 2023.

Enacted and approved this 25th day of July, 2023, in Holly Hill



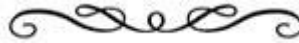
6.

Team Volusia - Economic Development Agreement FY23-24

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie

Enacted and approved this 25th day of July, 2023, in Holly Hill

**6. REGULAR AGENDA**1. -2023-R-38 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida Approving the Piggyback of Charlotte County Contract # 2018000509 for the Purchase of a 2023 Ford F-150 through Bartow Ford Company at an Established Price of \$29,789.49 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie

RESOLUTION**2023-R-38**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT # 2018000509 FOR THE PURCHASE OF A 2023 FORD F-150 THROUGH BARTOW FORD COMPANY AT AN ESTABLISHED PRICE OF \$29,789.49 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE

PIGGYBACK OF CHARLOTTE COUNTY CONTRACT # 2018000509 FOR THE PURCHASE OF A 2023 FORD F-150 THROUGH BARTOW FORD COMPANY AT AN ESTABLISHED PRICE OF \$29,789.49 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city took delivery of a 2023 Ford F-150 truck from a purchase order that had been cancelled; and

WHEREAS, the Public Works Department is in need of a vehicle replacement for a 2006 model Ford F-150; and

WHEREAS, the cost proposed for the purchase of this vehicle is substantially below current costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

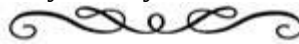
SECTION 1. That the City Commission of the City of Holly Hill approve a piggyback of Charlotte County Contract # 2018000509 for the purchase of a 2023 Ford F-150 through Bartow Ford at an established price of \$29,789.49, and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of JULY, 2023.

Enacted and approved this 25th day of July, 2023, in Holly Hill



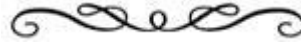
2. -2023-O-3062 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pensions and Retirement), Article III – Firefighters Retirement System, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for the Holly Hill Firefighters Retirement System to Provide Disability Retirement Benefits for Cancer Diagnoses Pursuant to Section 112.1816 of the Florida Statutes; Providing for a Repealer; Providing for a Savings Clause; Providing for Codification; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 8/8/2023 6:00 PM
MOVER:	Roy Johnson, District 4 - Commissioner	
SECONDER:	John Penny, District 1 - Commissioner	
AYES:	Via, Penny, Danio, Johnson	
ABSENT:	Currie	



7. PUBLIC HEARINGS - NONE

8. COMMUNICATIONS

A. City Manager Comments
None.

B. City Attorney Comments
Not present tonight.

C. City Commission Comments

Commissioner Penny mentioned that the “Kiwanis Read Around The World” is another great program for kids along with Dolly Parton’s Imagination Library. Commissioner Penny asked if the park bathrooms can be discussed at an upcoming workshop. Mr. Forte mentioned that he can add it to the park improvement workshop.

Commissioner Danio informed the Mayor and Commissioners that he may or may not be at the next City Commission meeting depending on whether or not his son and wife have their first baby that week. They live in North Carolina.

Commissioner Johnson mentioned that the TPO meeting for July has been canceled. At the Volusia Sports Center (VSC) starting tomorrow is a baseball camp in the morning and afternoon. Reminded everyone about the upcoming dedication of the Smokey Yunick Memorial at Riverside Park on August 24th at 10:00 AM.

D. Mayor's Comments

Mayor Via wished Ms. Manning a “Happy Birthday”; mentioned the 2023 City Catalyst Grant Program and how Holly Hill was the recipient of receiving the grant for the Dolly Parton’s Imagination Library. Mayor Via reminded everyone about the Holly Hill Night baseball game Friday night at Daytona Tortugas and the first pitch is at 6:00 PM.

9. ADJOURNMENT

The meeting adjourned at approximately 7:00 PM.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

4.1

MEETING DATE: August 8, 2023
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of Volusia County Contract 22-B-41HO, Approving the Proposal from Inliner Solutions, LLC in the Amount of \$233,219, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-39
APPLICANT:
PLANNER:

DISCUSSION:

In multiple areas throughout the City, there are stormwater pipes that are in need of rehabilitation due to their age and condition. Many of the pipes in need of rehabilitation are corrugated metal pipes that have rusted over the years, with the bottoms of the pipes often having completely deteriorated.

Inliner Solutions has submitted a proposal to supply all equipment, materials and labor to perform the work as follows: Flomich Street/Riverside 150 LF of 24 inch pipe heading East, Flomich Street 40 LF of 12 inch pipe heading south, Center Avenue basin to basin between 1 Stuart Drive and the catch junction box 36" north of starting point, Granada Street 460 LF of 48 inch pipe between Moravia Avenue to the Halifax River.

Volusia County has an active contract with Inliner Solutions, LLC for pipelining services. The agreement with Volusia County complete with pricing is attached as Exhibit A. Staff recommends that the City piggyback this bid for the lining of the stormwater pipes in Holly Hill, FL. The proposal from Inliner Solutions, LLC and all price sheets are attached as Exhibit B. Prices quoted are consistent with Volusia County Contract 22-B-41HO with Inliner Solutions, LLC.

Current City of Holly Hill Purchasing Manual:

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts are to be utilized, a copy of that contract shall be forwarded

to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

The proposal received from Inliner Solutions, LLC is in the amount of \$233,219 based on the Volusia County Contract pricing. Funding for these repairs were approved in the fiscal year 2021-2022 budget and carried over into the current year budget under General Ledger Account 461-8110-580-6300, Project 22-SW-06.

STAFF RECOMMENDATION:

That the City Commission approve the piggyback of Volusia County Contract 22-B-41HO, approve the proposal from Inliner Solutions, LLC in the amount of \$233,219, and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE PIGGYBACK OF VOLUSIA COUNTY CONTRACT 22-B-41HO, APPROVE THE PROPOSAL FROM INLINER SOLUTIONS, LLC IN THE AMOUNT OF \$233,219.

ATTACHMENTS:

- Exhibit A - 22-B-41HO_ Recommendation of Award.ascap (PDF)

- Exhibit B - Inliner Solutions Quote PII 7-14-23 (1)(PDF)

Resolution No. 2023-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF VOLUSIA COUNTY CONTRACT 22-B-41HO, APPROVING THE PROPOSAL FROM INLINER SOLUTIONS, LLC IN THE AMOUNT OF \$233,219, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF VOLUSIA COUNTY CONTRACT 22-B-41HO, APPROVING THE PROPOSAL FROM INLINER SOLUTIONS, LLC IN THE AMOUNT OF \$233,219, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are identified multiple areas within the City of Holly Hill where stormwater pipes are failing; and

WHEREAS, Volusia County has an active Contract Number 22-B-41HO with Inliner Solutions, LLC to provide for pipelining; and

WHEREAS, Inliner Solutions, LLC has submitted a proposal in the amount of \$233,219.00 to reline stormwater pipes throughout the City; and to the City of Holly Hill that is consistent with their awarded contract with Volusia County not to exceed \$233,219.00 to reline the stormwater pipes; and

WHEREAS, the proposal received from Inliner Solutions, LLC has pricing consistent with their Volusia County awarded Contract 22-B-41HO.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City desires to have the stormwater pipes in various areas of the City of Holly Hill lined.

SECTION 2. Volusia County has an active Contract with Inliner Solutions, LLC for the lining of pipes.

SECTION 3. Inliner Solutions, LLC has submitted proposals in an amount not to exceed \$233,219.00 for this project.

SECTION 4. The City desires to piggyback Volusia County Bid Number 22-B-

41HO for the Stormwater Pipe Lining in various locations in Holly Hill, FL.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of AUGUST, 2023.



ALL PROPOSALS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY RESPONDENTS MAY BE REJECTED AND MAY HAVE NO FORCE AND EFFECT. SOLICITATION BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, IS HEREBY REJECTED AS LATE.

Recommendation of Award

Bid Number: 22-B-41HO
 Bid Title: Pipe Lining and Rehabilitation of Stormwater Structures
 Opening Date: 6/29/2022 3:00 p.m.

	Atlantic Pipe Services, LLC 1420 Martin Luther King Jr. Blvd. Sanford, FL 32771 Allan Cagle 407-792-1360	Hinterland Group, Inc 5580 State Road 524 Cocoa, FL 32926 Chase Rogers 321-633-7066	Inliner Solutions, LLC* 2531 Jewett Lane Sanford, FL 32771 Daniel Banken 407-472-0014	LMR Construction, Inc. 997 Dawes Road Frostproof, FL 33843 Luis Montanez 863-635-4651	Shenandoah General Construction, LLC 1888 NW 22nd Street Pompano Beach, FL 33069 Daniel DiMura 954-975-0098	Vortex Services, LLC 5910 Hartford Street Tampa, FL 33619 Patrick G. LeClair 813-626-0700 NON-RESPONSIVE**
RICIPP Point Repair, Purchase and Install	\$396,850 \$384,944.50*	No Bid	No Bid	\$359,450.00	No Bid	
RICIPP Lining - Purchase & Install Repair length 0-1000 ft.	\$47,830 \$46,395.10*	\$36,419.00	\$36,043 \$34,961.71*	\$41,295.00	\$35,440.75	
Rehabilitation of Concrete Masonry	\$69.00 \$66.93*	\$36.00	\$44.00 \$42.68*	No Bid	No Bid	
Stormwater By-pass Pumping	\$9,250 \$8,972.50*	\$3,800.00	\$5,850 \$5,674.50*	\$2,450.00	\$400.00	
Maintenance of Traffic	\$7,850 \$7,614.50*	\$24,600.00	\$7,275 \$7,056.75	\$32,700.00	12,900.00	

*Local Preference Applied

Opened by: Heidi Ott, Purchasing Analyst II & Meghan Chestnut, Purchasing Analyst II

Tabulated by: Heidi Ott, Purchasing Analyst II

Recommendation of Award (ROA): LMR is lowest responsive and responsible bidder including Point Repair Services
 Inliner Solutions – lowest responsive and responsible bidder for all services excluding Point Repair Services.

* Vortex Services deemed non-responsive due to failure to provide pricing for Stormwater By-pass Pumping.

County Council: September 20, 2022

Approved by: Pamela Wilsky
 Pam Wilsky, NIGP-CPP, CCPB, CPPO
 Director of Purchasing and Contracts

PROPOSAL

DATE: July 14, 2023

SUBMITTED TO: City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Attention: Antoine Khoury, PE

JOB LOCATION: Holly Hill CIPP Lining Phase II

We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of
Two Hundred Thirty-Three Thousand Two Hundred Nineteen dollars and no cents (\$233,219.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Inliner Solutions, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
12" Diameter 101' to 500' Unit Price 0' to 2' Pipe Cover	37	LF	\$ 72.00	\$ 2,664.00
24" Diameter 101' to 500' Unit Price 2' to 4' Pipe Cover	149	LF	\$ 135.00	\$ 20,115.00
36" Diameter 101' to 500' Unit Price 2' to 4' Pipe Cover	122	LF	\$ 220.00	\$ 26,840.00
48" Diameter 101' to 500' Unit Price 4' to 6' Pipe Cover	438	LF	\$ 350.00	\$ 153,300.00
MOT Light Traffic - 2 lane road - 1 lane operation	8	DAY	\$ 375.00	\$ 3,000.00
Stormwater By Pass Pumping Low Volume Pumping	2	EA	\$ 1,950.00	\$ 3,900.00
Stormwater By Pass Pumping High Volume Pumping	6	DAY	\$ 3,900.00	\$ 23,400.00
				\$ -
			TOTAL	\$233,219.00

NOTES:

- Pricing based on pricing contained in contract between Inliner and Volusia County Contract 22-B-41HO
- Inliner to be installed as per ASTM & manufacturer's specifications.
- Payment shall be based on actual field measurements from center of inlet to center of outlet.
- This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
- Price quoted does not include point repairs if required prior to installing Inliner.
- Inliner Solutions shall furnish Owner with a Final Inspection (Digital) of the rehabilitated sewer(s)

Signature



Daniel Banken, Area Director

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Authorized Signature _____



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: August 8, 2023
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Sole Source Purchase and Service Installation Proposal from Tom Evans Environmental for a Standardized Replacement Peerless Backwash Pump and Motor at a Cost of \$69,872.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-40
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill maintains a public water system to protect the health and well-being of the community. The state permitted water treatment system provides approximately 1.2 million gallons of quality drinking water per day to City customers. The current core water treatment plant was constructed in 1972. To keep the water system in a sustainable condition, the utility system requires routine capital maintenance. The existing clearwell, pumps and piping were identified as a capital need for renewal and replacement to maintain continuous water production as Project # 21WA06. The Engineering firm of Mead and Hunt is currently preparing the review and specifications for improvements. Unfortunately, during the evaluation process the original backwash pump and motor began to show significant signs of fatigue. Specifically, the pump has a growing vibration which indicates potential imminent failure is nearing without expedited repair.

Tom Evans Environmental is the local vendor that is authorized to support the replacement of the current backwash pump and motor has provided a turn-key quote for its replacement. The existing Peerless Pump has been in operation for over 50 years. The replacement Peerless Pump will match the original pump specifications and is consistent with Mead and Hunt's evaluation to provide resilient operations. The quote for the services is included under 'Exhibit A'. There is also a sole source letter indicating Tom Evans Environmental is the authorized local installer for this pump and service included as 'Exhibit B.'

Policy 2.25 of the City's Purchasing Policy provides an exemption from the bidding procedure for sole source items. The policy states; "Sole source or Standardization procurement is exempt from bidding procedures. The user department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract

if the dollar amount exceeds \$25,000.”

Staff recommend the standardized Peerless pump replacement system and installation service quote from Tom Evans Environmental, as the sole source Municipal Product Representative of Peerless Pumps, to expedite the repair of the utility’s backwash water system. Once the equipment is acquired from the vendor, the scope of work is anticipated to take one day and can be scheduled to not interrupt daily water production and to ensure continuous water production.

FISCAL ANALYSIS:

Capital monies were budgeted for the Clearwell Pump and Piping Monies project in the FY 2022/23 budget under project # 21WA06 in the amount of \$400,000. Engineering for this project has been expended \$63,618.28 with an additional \$19,918.74 encumbered totaling \$83,537.02, leaving \$316,462.98 remaining in account 407-8110-580-6300 for anticipated improvements. The \$69,872.00 to expedite the backwash pump replacement will be charged to this account to maintain the permitted water treatment system is maintained in a sustainable manner.

STAFF RECOMMENDATION:

Approve the standardized sole source pump and motor replacement quote from Tom Evans Environmental for the turn-key replacement of the backwash pump for \$69,872.00 and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE SOLE SOURCE PURCHASE AND SERVICE INSTALLATION PROPOSAL FROM TOM EVANS ENVIRONMENTAL FOR A STANDARDIZED REPLACEMENT PEERLESS BACKWASH PUMP AND MOTOR WITH INSTALLATION FOR \$69,872.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Tom Evans Environmental Proposal (PDF)
- Exhibit B - Tom Evans Environmental Sole Source Letter (PDF)

Resolution No. 2023-40

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE AND SERVICE INSTALLATION PROPOSAL FROM TOM EVANS ENVIRONMENTAL FOR A STANDARDIZED REPLACEMENT PEERLESS BACKWASH PUMP AND MOTOR AT A COST OF \$69,872.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE AND SERVICE INSTALLATION PROPOSAL FROM TOM EVANS ENVIRONMENTAL FOR A STANDARDIZED REPLACEMENT PEERLESS BACKWASH PUMP AND MOTOR AT A COST OF \$69,872.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Utility provides permitted water treatment system to help maintain the health and well-being of the community; and

WHEREAS, the water treatment system requires capital budget maintenance improvements from time to time to provide uninterrupted water services as equipment ages; and

WHEREAS, a proposal was solicited for the replacement of the water plant backwash system funded by the approved FY 2022/23 capital budget in the amount of \$69,872.00; and

WHEREAS, Tom Evans Environmental is the sole source provider of Peerless Pumps in our area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Commission of the City of Holly Hill accept the Peerless Pump equipment purchase and installation service proposal from Tom Evans Environmental under the City's sole source purchasing policy.

SECTION 2. That the Commission of the City of Holly Hill approve a purchase and installation of the standardized Peerless Pump equipment from Tom Evans Environmental

in the amount of \$69,872.00, and authorize the City Manager to execute the same.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of AUGUST, 2023.

BUDGETARY QUOTE

3200 Flightline Drive, Suite 302
Lakeland, Florida 33811
(863) 619-3789 (P) (863) 619-8098 (F)
te@tomevans.com

QUOTE NO. 23-0725aTE
DATE July 25, 2023
EXPIRATION DATE August 24, 2023

TO Mark Smith
City of Holly Hill
453 LPGA BLVD
Holly Hill, FL 32117
Msmith@hollyhill.org
(386) 248-9463

PROJECT NAME Water Plant Clearwell Pump Replacement
LOCATION City of Holly Hill

SALES PERSON	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED LEAD TIME	PAYMENT TERMS
Tom Evans	Included	FOB, Factory	23-25 weeks	Net 30 Days

QTY	PRODUCT #	DESCRIPTION
1		PEERLESS MODEL 16HH-1 STAGE VERTICAL TURBINE PUMP, PER SN 340277- SEE ATTACHED DETAIL SHEETS
1		NIDEC MOTOR, 75 HP, 460V/3PH/60HZ, WPI, 1800 RPM
1		START UP
1		INSTALLATION SERVICES

Quotation prepared by: **Tom Evans**

TOTAL \$ 69,872.00
(less applicable sales tax)

This is a quotation on the goods named, subject to the conditions noted below:

1. We do not include sales tax, pressure gauges, anchor bolts, wire, cable, conduit, tools, toolboxes, lubricants, installation, hook-up, field testing, shaft alignment, vibration testing, control panels or any other accessories or ancillary items which are not specifically called out in this scope of supply.
2. Under no circumstances will Tom Evans Environmental, Inc. or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
3. Payment terms are 100% net 10 days from delivery with any unpaid balance 30 days past due being subject to interest at 1-1/2% per month being added to the unpaid balance, with approved credit. Our price is based upon no retainage.
4. Pricing is based upon Tom Evans Environmental's and the manufacturer's Standard Terms and Conditions of Sale. Copies of these documents are available for your review and reference. No other terms or conditions of sale will apply unless accepted in writing by an officer of the Company.
5. Please understand that the shipping date is a estimate only, based upon market conditions existing at the time of this offering and are subject to revision.

To accept this quotation, sign here and return: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!

Tom Evans Environmental, Inc. is Equal Employment Opportunity / Affirmative Action compliant through good faith efforts in employment and business practices.

Packet Pg. 36

Attachment: Exhibit A - Tom Evans Environmental Proposal (2023-R-40 : Peerless Pump Replacement)



Scope of Supply

Project name	holly hill VT replacements	Quote Number / ID	1374299
Customer		Model / Stages	16HH/LC / 1
Tag Number	REV3 of 001	Flow, rated	4,300 USgpm
Customer ref. / PO		Differential head / pressure, rated	46.00 ft
		Speed, rated	1770 rpm

Pump

Qty	Description
1	16HH/LC Bowl Assembly Pump Type: New Pump 1 Bowl Size: 16HH Number of Stages: 1 stage Materials of Construction: Materials (Cast Iron, Alum Bronze) Bowl Material: Cast Iron Bowl Configuration (Connection) Top Bowl (Discharge Connection): Flanged Adapter for Threaded Bowl (Typically for ELS or Small Threaded Bowls) Suction: Bell Suction 1 Flange bowl to threaded column adapter required Line Shaft Bowl Adder: Open Line Shaft (OLS) Shaft, Pump: 1 15/16 inch Pump shaft material (Bowl Shaft): 416 Stainless Steel 1 Efficiency: Premium Efficiency 1 Impeller Wear Rings: Aluminum Bronze Wear Ring 1 Bowl Wear Rings: AlmBronze Wear Ring Suction Accessory: None Lateral Travel in Bowl Assembly: Standard Bowl Bearing Materials: Standard (Bronze/Rubber) 1 Impeller Balance: Dynamic (two plane) Balance Dry Pit Application: No 1 Impeller Fastening: 316 Stainless Steel (lock collets) 1 Bowl Bolting: 316 Stainless Steel Column / Line Shaft / Coupling Column Material: Steel Column Pipe Design: Threaded and Coupled Column Diameter: 12 inch Column Pipe: 5 Ft Bearing Spacing Line Shaft Lubrication: Product Lubrication Line Shaft Sleeves: None 1 Line Shaft Material: 416 SS Line Shaft Coupling Design: Threaded Coupling 1 Line Shaft Coupling Material: 316 SS 2 Bearing Retainer: Drop In Line Shaft Bearing Material: Standard (Rubber) Top Shaft Diameter: 1 3/16 inch Top Shaft Material: 416 SS Column Assembly 1 OLS Threaded Column 12 inch / 1.1875 inch Shaft / 5 Ft Bearing Spacing, Length Base to Bowl 155 inch



Pump

Qty	Description
	Column Bottom: (1) OLS Threaded Column 12 inch, Length 60 inch, Steel Column Intermediate: (1) OLS Threaded Column 12 inch, Length 60 inch, Steel Column Top: (1) OLS Threaded Column 12 inch, Code Length to Base 35 inch, Steel Shaft Group of Column Shaft, Line, Bottom: (1) Threaded, D = 1.1875 inch, L = 60 inch, 416 SS Shaft, Line, Intermediate: (1) Threaded, D = 1.1875 inch, L = 60 inch, 416 SS Shaft, Line, Top: (1) Threaded, D = 1.1875 inch, L = 43.3945 inch, 416 SS Shaft, Top (Motor shaft length) VHS only: (1) Threaded, D = 1.1875 inch, L = 5.5 inch, 416 SS Top Shaft and Nut 1 Top Shaft & Nut Discharge Head 1 Discharge Head Assembly: 12x12x20S Discharge Head Flange Rating: 125# Discharge Head Material: Cast Iron Discharge Location: Above Base (floor) Line Shaft Construction: Open Line Shaft (OLS) Sealing Type: Packed Stuffing Box (No Stuffing Box Sleeve - Packing Contacts the Shaft) 1 Column to Discharge Head Fastener Material: 316 Stainless Steel 1 Sole Plate: Steel 1 Top Column Flange (TCF): Cast Iron - Threaded Stuffing Box Bearing Material: Standard (Bronze) Driver Driver Supplied By: Factory Efficiency: Premium Motor (Design Types): NEMA BD (Base Diameter, Inches): 16.5 BX (Shaft Size, Inches): 1.1875 CD Dim: CD (Base to Top of Drive Coupling): 0.00 in Adapter Adapter Required: No Coating / Painting Systems System: Class I Coating System per Section 510, page 1 (default Tnemec 21) 1 Outside Bowl Assembly: Class I Coating System Inside Bowl Assembly: Standard Coating: Glass or Scotchkote 134 1 Outside Column: Class I Coating System 1 Inside Column: Class I Coating System 1 Outside Discharge Head: Class I Coating System 1 Inside Discharge Head: Class I Coating System Assembly / Match Marking / Shipping 1 Factory Assembly for Shipment: Factory Assembled

Testing

Qty	Description
1	Testing Tolerance Type: Hyd Ins 14.6 Unilateral (1U) 1 Factory Performance Test - Non Witness Guarantee Bowl Efficiency : Non Overloading Motor: Motor Nameplate 1 Performance Test Data Sheets 1 Test Curve For Approval - submitted for customer approval (stop/hold of production) 1 Factory Hydrostatic Pressure Test (bowl) - Non-Witness

TOM EVANS ENVIRONMENTAL INC · 3200 FLIGHTLINE DRIVE SUITE #302 · LAKELAND, FL 33811



Testing

Qty	Description
1	Hydrostatic Pressure Test (discharge head) - Non Witness

Certification & Documentation

Qty	Description
1	Bowl Assembly Drinking Water Approval
1	NSF 61 International Classification Nameplate (Subject to factory validation of design and materials)
	Drawings, Curves, and Instructions
	Outline Drawing
1	Standard Dimension Print "A" size - Factory Created Custom Outline
	Cross Sectional Drawing
1	Standard Prints on three "A" size drawing - Factory Created

Motor

Qty	Description
1	Driver
1	Motor: Motor-electric, 75hp, 1800rpm, 460/230V, 3ph, 60hz, 365TP, VHS, WP1, PremEff., Modified, USEM

Commercial

Qty	Description
1	Commercial Terms Incoterms 2020: FCA Freight Included Named Place: Lakeland, FL

User Defined Items

Qty	Description
1	Discharge Head
1	*316SS Coupling Guards

Pump Performance Datasheet

Customer	:	Quote Number / ID	: 1374299
Customer ref. / PO	:	Peerless Model	: 16HH/LC
Tag Number	:	Stages	: 1
Service	:	Based on curve number	: 16HHLC-2621593 Rev May 2001
Quantity	: 1	Date last saved	: 12 Jul 2023 12:56 PM

Operating Conditions		Liquid	
Flow, rated	: 4,300 USgpm	Liquid type	: Cold Water
Differential head / pressure, rated (requested)	: 46.00 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 47.78 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
Performance		Viscosity, rated	: 1.00 cP
Speed, rated	: 1770 rpm	Vapor pressure, rated	: 0.34 psi.a
Impeller diameter, rated	: 7.86 / 11.01 in	Material	
Impeller diameter, maximum	: 8.63 / 11.25 in	Material selected	: Material Group, Standard
Impeller diameter, minimum	: 7.38 / 10.78 in	Pressure Data	
Efficiency (bowl / pump)	: 79.96 / 75.97 %	Maximum working pressure	: See the Additional Data page
NPSH required / margin required	: 24.7 / 0.0 ft	Maximum allowable working pressure	: See the Additional Data page
Ns (imp. eye flow) / Nss (imp. eye flow)	: 5,721 / 10,542 US Units	Maximum allowable suction pressure	: N/A
MCSF	: 1,207 USgpm	Hydrostatic test pressure	: See the Additional Data page
Head, maximum, rated diameter	: 100.3 ft	Driver & Power Data (@Max density)	
Head rise to shutoff (bowl / pump)	: 111.65 / 121.93 %	Motor sizing specification	: Max power (non-overloading)
Flow, best eff. point (bowl / pump)	: 4,063 / 3,942 USgpm	Margin over specification	: 0.00 %
Flow ratio, rated / BEP (bowl / pump)	: 105.84 / 109.09 %	Service factor	: 1.15 (used)
Diameter ratio (rated / max)	: 94.77 %	Power, hydraulic	: 51.4 hp
Head ratio (rated dia / max dia)	: 82.72 %	Power (bowl / pump)	: 64.3 / 64.6 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Max power (non-overloading)	: 85.9 hp
Selection status	: Near miss	Nameplate motor rating	: 75.0 hp / 55.9 kW

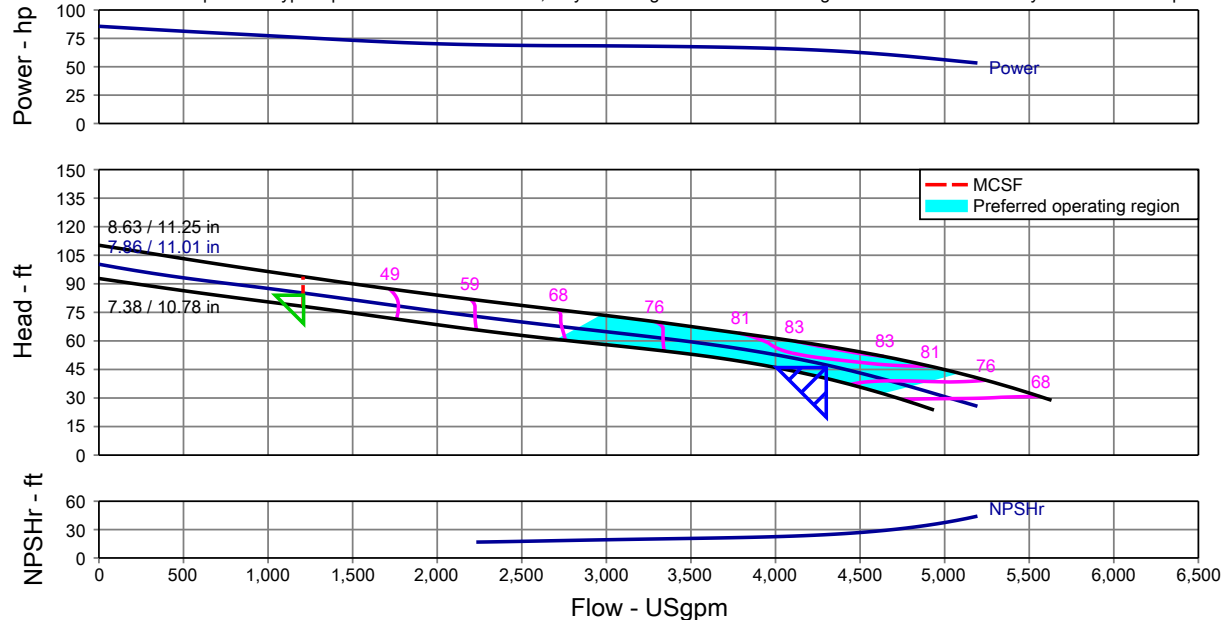
Velocity is not recommended. (Recommended is 10 ft/sec)

Bowl performance. Adjusted for construction and viscosity.

The duty point represents the head at the bowl.

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



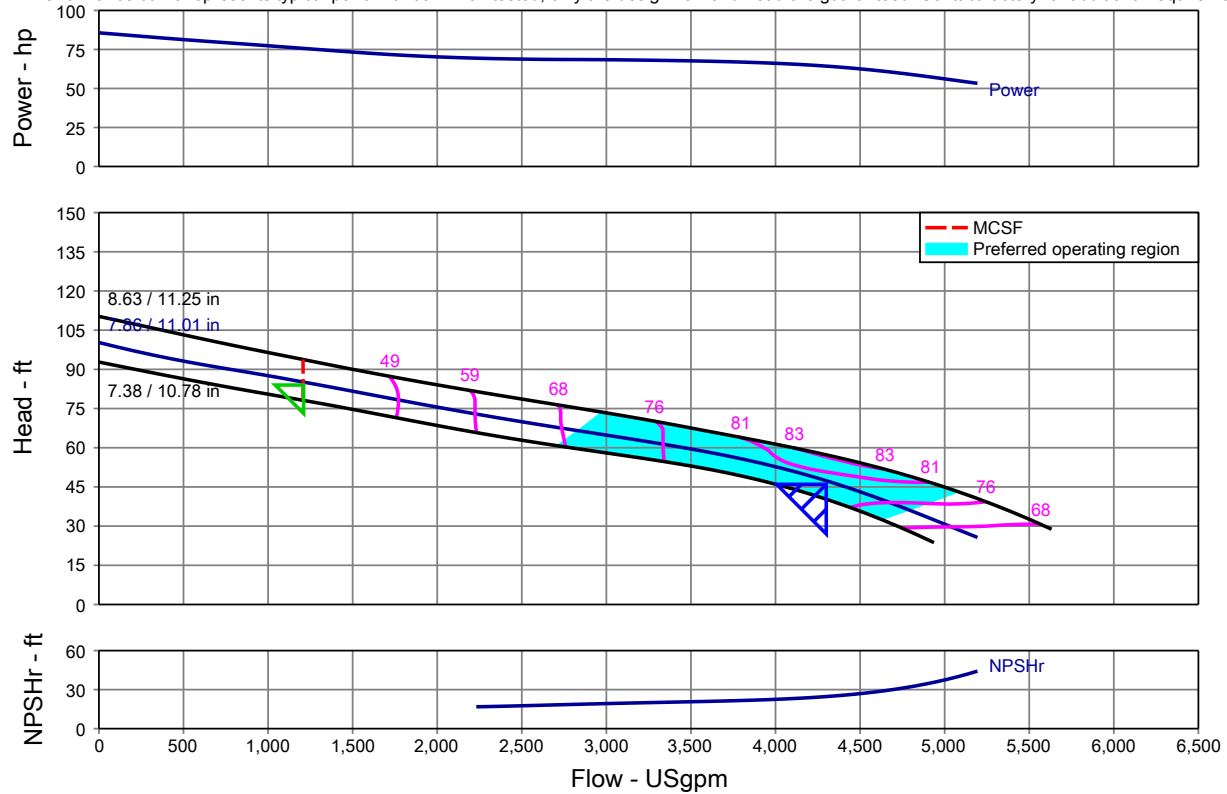
Pump Performance Curve

Bowl performance. Adjusted for construction and viscosity.

The duty point represents the head at the bowl.

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



Customer	:	Peerless Model	:	16HH/LC
Customer ref. / PO	:	Stages	:	1
Tag Number	:	Speed, rated	:	1770 rpm
Service	:	Based on curve number	:	16HHLC-2621593 Rev May 2001
Quantity	:	Efficiency (bowl / pump)	:	79.96 / 75.97 %
Quote Number / ID	:	Power (bowl / pump)	:	64.3 / 64.6 hp
Date last saved	:	Max power (non-overloading)	:	85.9 hp
Flow, rated	:	NPSH required	:	24.7 ft
Differential head / pressure, rated	:	Viscosity	:	1.00 cP
Fluid density, rated / max	:	Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	:	1.00 / 1.00 / 1.00 / 1.00
Tag Number	:	REV3 of 001	:	
Service	:	Duplicate of SN 340277	:	
Quantity	:	1	:	
Quote Number / ID	:	1374299	:	
Date last saved	:	12 Jul 2023 12:56 PM	:	
Flow, rated	:	4,300 USgpm	:	
Differential head / pressure, rated	:	46.00 ft	:	
Fluid density, rated / max	:	1.000 / 1.000 SG	:	

Flow (USgpm)	Head (ft)	Efficiency (%)	Power (hp)	NPSHr (ft)	Thrust, total (lbf)
0	100.3	0.00	85.6	-	3,140
577	92.23	16.65	80.7	-	2,862
1,154	85.77	32.84	76.1	-	2,595
1,731	78.78	48.04	71.7	-	2,278
2,308	72.02	60.65	69.2	17.0	1,950
2,885	65.98	70.15	68.5	18.9	1,625
3,463	59.96	77.35	67.8	20.6	1,273
4,040	52.10	80.58	65.9	22.7	857
4,617	40.45	76.90	61.3	28.7	411
5,194	25.67	63.16	53.3	44.2	76

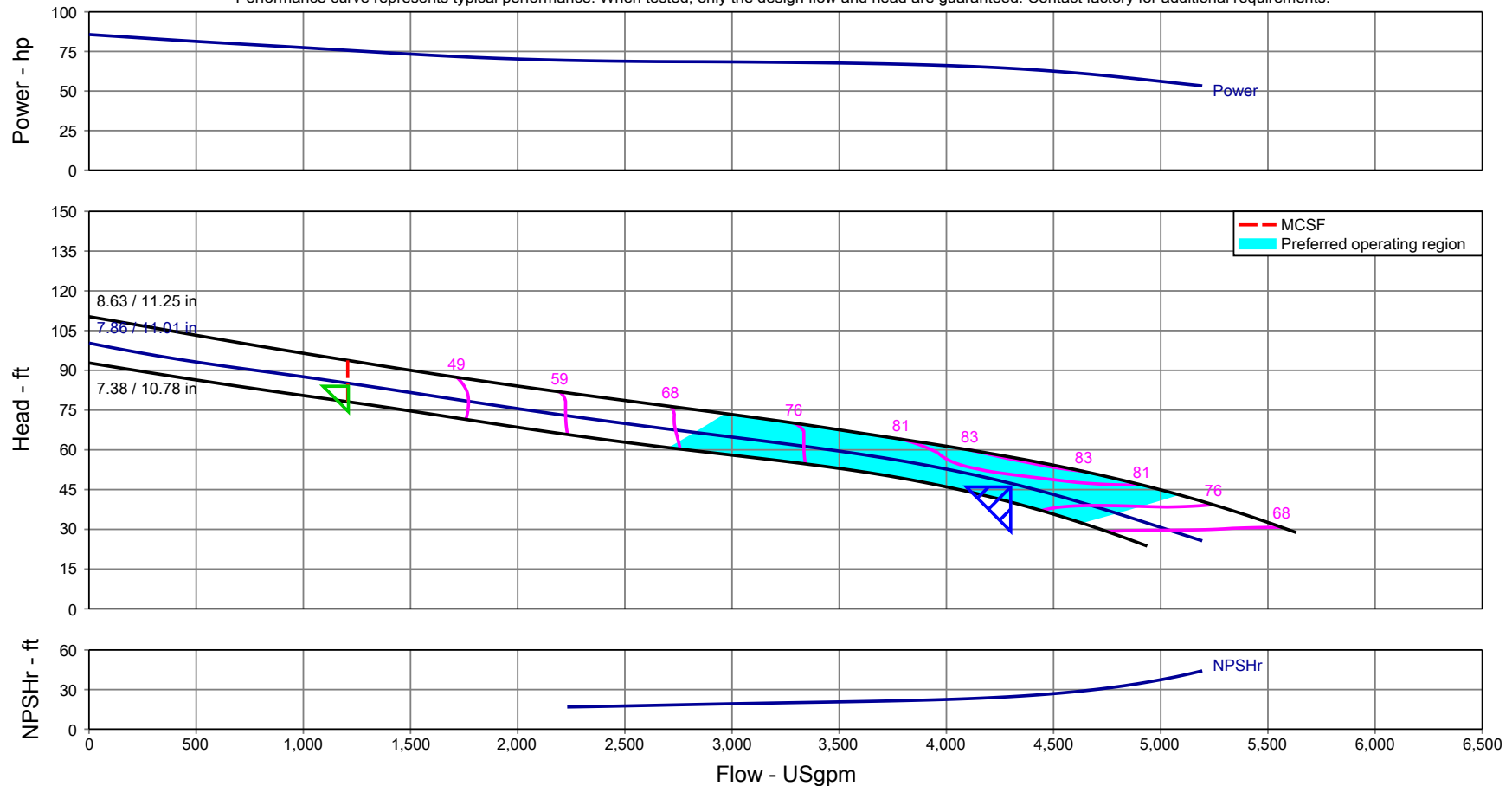
Pump Performance Curve

Bowl performance. Adjusted for construction and viscosity.

The duty point represents the head at the bowl.

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

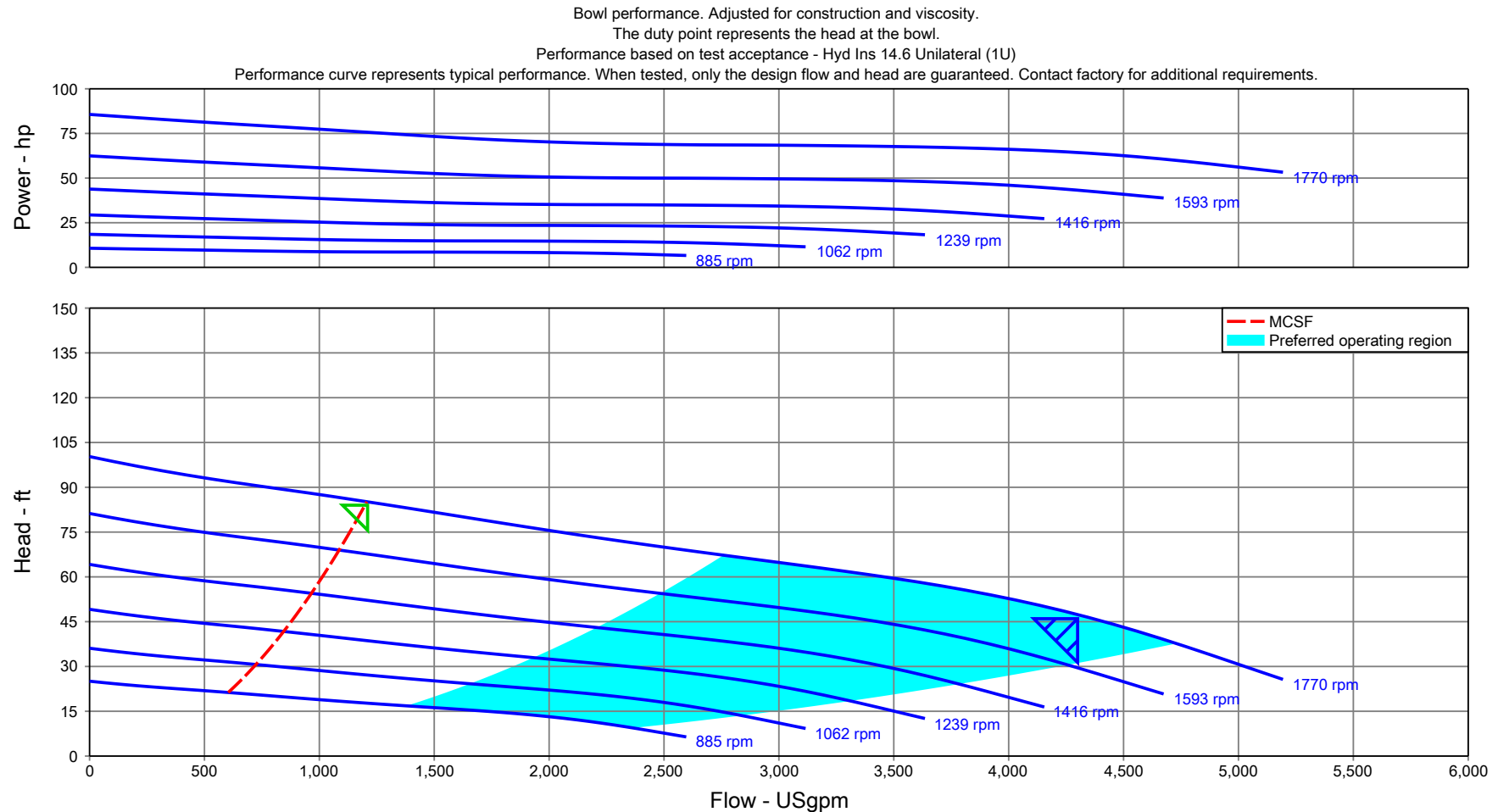
Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



Project name	: holly hill VT replacements	Tag Number	: REV3 of 001	Speed, rated	: 1770 rpm
Commissioned	:	Service	: Duplicate of SN 340277	Flow, rated	: 4,300 USgpm
Representative	:	Peerless Model	: 16HH/LC	Differential head / pressure, rated	: 46.00 ft
Customer	:	Quantity	: 1	Power (bowl / pump)	: 64.3 / 64.6 hp
Customer ref. / PO	:	Quoted By (Sales Office)	: TOM EVANS	Max power (non-overloading)	: 85.9 hp
Quote Number / ID	: 1374299		ENVIRONMENTAL INC	Efficiency (bowl / pump)	: 79.96 / 75.97 %
Date last saved	: 12 Jul 2023 12:56 PM	Quoted By (Sales Engineer)	: matthew sanchez	Based on curve number	: 16HHLC-2621593 Rev
		Stages	: 1		May 2001



Multi-Speed Performance Curve



Project name	: holly hill VT replacements	Tag Number	: REV3 of 001	Speed, rated	: 1770 rpm
Commissioned	:	Service	: Duplicate of SN 340277	Flow, rated	: 4,300 USgpm
Representative	:	Peerless Model	: 16HH/LC	Differential head / pressure, rated	: 46.00 ft
Customer	:	Quantity	: 1	Fluid density, rated / max	: 1.000 / 1.000 SG
Customer ref. / PO	:	Quoted By (Sales Office)	: TOM EVANS	Viscosity	: 1.00 cP
Quote Number / ID	: 1374299	ENVIRONMENTAL INC		Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Date last saved	: 12 Jul 2023 12:56 PM	Quoted By (Sales Engineer)	: matthew sanchez	Based on curve number	: 16HHLC-2621593 Rev
		Stages	: 1		May 2001

**"Construction Datasheet"**

Customer	:	Quote Number	:	1374299
Customer Reference	:	Service	:	Duplicate of SN 340277
Item Number	:	Date Last Saved	:	12 Jul 2023 12:56 PM
Pump Size - Stages	:	Quantity of Pumps	:	1
Construction		Motor Information		
Bowl construction	:	Manufacturer	:	Nidec
(Typically for ELS or Small Threaded Bowls)		Vertical shaft type	:	VHS
Impeller type	:	Full load speed	:	1800 rpm
Impeller fastening	:	Power	:	75.0 hp
Strainer	:	Service Factor	:	1.15
Column construction	:	Volts / Phase / Hz	:	460 V / 3 / 0 Hz
Column dia (nominal)	:	Frame size / Base diameter	:	0.00 in
Column pipe length	:	Enclosure	:	WP1
Max column length	:	Duty Type	:	Continuous duty
Lineshaft diameter	:	Inverter Duty Rated	:	0
Lineshaft construction	:	Efficiency Class, 100%/75%/50%	:	Premium, 0.00 % / 0.00 % / 0.00 %
Lineshaft lubrication	:	Power factor	:	0 / 0 / 0
Discharge	:	Driver amp full load	:	0.000 A
Materials		NEMA design	:	0
Bowl	:	Motor starting	:	-
Impeller	:	Insulation	:	0
Bowl bearing	:	Ambient temperature	:	32.00 deg F
Bowl shaft	:	Max altitude	:	0
Bowl wear ring	:	Thrust rating	:	Standard High Thrust
Impeller wear ring	:	Additional information		
Strainer	:	Pit / sump depth	:	180 in
Column	:	Pump length	:	179.50 in
Lineshaft	:	Max pump dia below mounting surface	:	24.00 in
Bearing retainer / ELS Tube	:	Max sphere size	:	0.75 in
Lineshaft bearing	:	Total / best lateral setting	:	0.937 / 0.438
Discharge head	:	Max suction pressure**	:	0.00 psi.g
Sole plate	:	Testing		
Paint	:	Hydraulic performance test	:	Factory Performance Test - Non Witness
Approximate Weights		Hydrostatic test	:	Factory Hydrostatic Pressure Test (bowl) - Non-Witness
Complete pump	:	Curve approval	:	Yes
Driver	:	NPSH test	:	None
		String test	:	None
		Test w/ motor	:	None

**Pump Performance - Additional Data**

Project name	: holly hill VT replacements	Tag Number	: REV3 of 001
Commissioned	:	Service	: Duplicate of SN 340277
Representative	:	Model	: 16HH/LC
Customer	:	Quantity	: 1
Customer ref. / PO	:	Quoted By (Sales Office)	: TOM EVANS ENVIRONMENTAL INC
Quote Number / ID	: 1374299	Quoted By (Sales Engineer)	: matthew sanchez
Date last saved	: 12 Jul 2023 12:56 PM	Speed, rated	: 1770 rpm
Stages	: 1		

Performance Data		Stage, Speed and Solids Limits	
Head, maximum diameter, rated flow	: 57.28 ft	Stages, maximum	: 13
Head, minimum diameter, rated flow	: 40.30 ft	Stages, minimum	: 1
Head, maximum, rated diameter	: 100.3 ft	Pump speed limit, maximum	: 1800 rpm
Efficiency adjustment factor, total	: 0.99	Pump speed limit, minimum	: 1 rpm
Power adjustment, total	: 0.4 hp	Curve speed limit, maximum	: 1800 rpm
Head adjustment factor, total	: 1.00	Curve speed limit, minimum	: 1 rpm
Flow adjustment factor, total	: 1.00	Variable speed limit, maximum	: -
NPSHR adjustment factor, total	: 1.00	Variable speed limit, minimum	: -
NPSH margin dictated by pump supplier	: 0.0 ft	Solids diameter limit	: 0.75 in
NPSH margin dictated by user	: 0.0 ft		
NPSH margin used (added to 'required' values)	: 0.0 ft		

Mechanical Limits		Typical Driver Data	
Torque, rated power, rated speed	: 3.65 hp/100 rpm	Driver speed, full load	: 1780 rpm
Torque, maximum power, rated speed	: 4.85 hp/100 rpm	Driver speed, rated load	: 1783 rpm
Torque, driver power, full load speed	: 4.21 hp/100 rpm	Driver efficiency, 100% load	: N/A
Torque, driver power, rated speed	: 4.21 hp/100 rpm	Driver efficiency, 75% load	: N/A
Torque, pump shaft limit	: -	Driver efficiency, 50% load	: N/A
Radial load, worst case	: -		
Radial load limit	: -		
Impeller peripheral speed, rated	: -		
Impeller peripheral speed limit	: -		

Various Performance Data	Flow (USgpm)	Head (ft)	Efficiency (%)	NPSHr (ft)	Power (hp)
Shutoff, rated diameter	0	100.3	-	-	85.6
Shutoff, maximum diameter	0	110.3	-	-	89.6
MCSF	1,207	85.16	34.28	21.6	75.7
Rated flow, minimum diameter	4,300	40.30	78.10	-	56.0
Rated flow, maximum diameter	4,300	57.28	83.52	-	74.4
BEP flow, rated diameter	4,063	51.72	80.58	22.9	65.8
120% rated flow, rated diameter	5,160	26.54	64.30	42.9	53.8
End of curve, rated diameter	5,194	25.67	63.16	44.2	53.3
End of curve, minimum diameter	4,937	23.69	60.08	39.4	49.1
End of curve, maximum diameter	5,632	28.82	65.88	53.5	62.2
Maximum value, rated diameter	-	100.3	80.58	-	85.9
Maximum value, maximum diameter	-	-	83.58	-	89.6

System differential pressure		@ Density, rated		@ Density, max	
Differential pressure, rated flow, rated diameter (psi)		20.50		20.50	
Differential pressure, shutoff, rated diameter (psi)		43.40		43.40	
Differential pressure, shutoff, maximum diameter (psi)		47.72		47.72	
Discharge pressure		@ Suction pressure, rated	@ Suction pressure, max	@ Suction pressure, rated	@ Suction pressure, max
Discharge pressure, rated flow, rated diameter (psi.g)		20.50	20.50	20.50	20.50
Discharge pressure, shutoff, rated diameter (psi.g)		43.40	43.40	43.40	43.40
Discharge pressure, shutoff, maximum diameter (psi.g)		47.72	47.72	47.72	47.72

Ratios	
Maximum flow / rated flow, rated diameter	: 120.79 %
Head rated diameter / head minimum diameter, rated flow	: 117.56 %

Attachment: Exhibit A - Tom Evans Environmental Proposal (2023-R-40 : Peerless Pump Replacement)

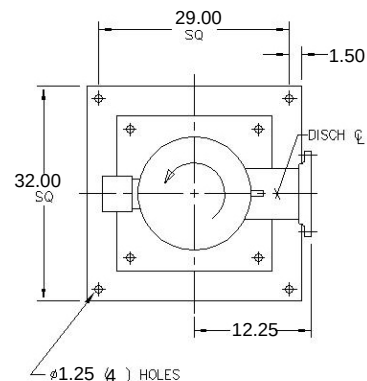
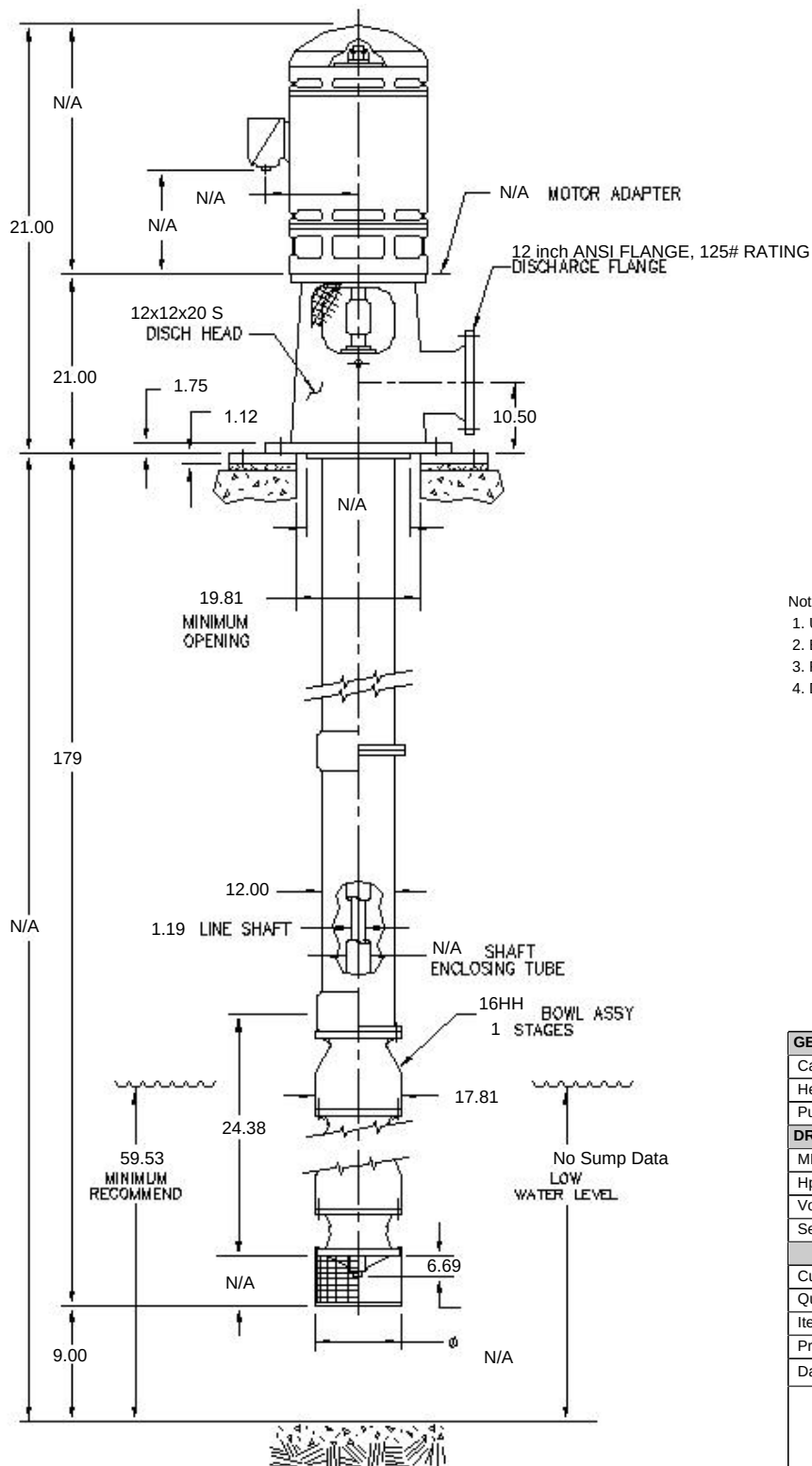
Pump Performance - Additional Data

Head and Power Losses				Dimensions	
Friction loss rate, column	: 3.64 %			Minimum clearance below suction bell lip/case	: 9.00 in
Friction loss, column	: 0.47 ft			Minimum well diameter	: 18.38 in
Friction loss, discharge head	: 1.67 ft			Suction nozzle centerline height	: -
Friction loss, can/barrel	: -			Suction to first stage impeller centerline	: 5.06 in
Friction loss, suction bell and strainer	: 0.00 ft			Bowl assembly length, first stage	: 24.38 in
Friction loss, bowl/column adaptor	: 0.05 ft			Bowl assembly length, upper stage	: 15.50 in
Friction loss, total	: 2.20 ft			Bowl assembly length, total	: 24.38 in
Power loss, lineshaft bearings	: 0.1 hp			Suction bearing hub length	: 6.69 in
Power loss, thrust bearing	: 0.1 hp			Strainer length	: 0.00 in
Power loss, total	: 0.2 hp			Bowl to column adaptor length	: 0.00 in
Bowl vs. Pump Performance				Discharge head stick-down	: 0.00 in
Head (bowl / pump)	: 47.38 ft / 44.31 ft			Submersible motor adaptor length	: -
Efficiency (bowl / pump)	: 79.96 % / 75.97 %			Submersible motor length	: -
Power (bowl / pump)	: 64.3 hp / 64.6 hp			Column length	: 155.12 in
NPSH required at first stage impeller eye	: 24.7 ft			Total pump length	: 179.50 in
Weights and Down Thrust				Can / barrel length	: -
Weight, lineshaft	: 0 lb			Stuffing box sleeve diameter	: 1.19 in
Weight, bowl assembly rotating element	: 276 lb			Suction bell diameter	: -
Thrust factor	: 13.81 lb/ft			Minimum submergence to prevent vortexing	: 0.00 in
Thrust, hydraulic (rated / max)	: 653 / 3,140 lbf			Actual submergence (based on LLL)	: 179 in
Thrust, bowl shaft end (rated / max)	: 0 / 0 lbf			Discharge head height	: 21.00 in
Thrust, shaft step (rated / max)	: 27 / 27 lbf			Discharge nozzle centerline height	: 10.50 in
Thrust, stuffing box sleeve (rated / max)	: 0 / 0 lbf			Min distance discharge nozzle centerline to suction bell	: 0.00
Thrust, total (rated / max)	: 957 / 3,443 lbf			Lineshaft length	: 176.12 in
Thrust bearing capacity	: -			Bowl shaft diameter	: 1.94 in
* Rated thrust @ rated head, density, and suction pressure where applicable				Bowl diameter, outside	: 17.81 in
* Max thrust @ max head, density, and suction pressure where applicable				Bowl diameter, exit	: 11.25 in
Pressure Data	Maximum working pressure (psi.g)	Maximum allowable working pressure (psi.g)	Hydrostatic test pressure (psi.g)	Column diameter, inside	: 12.00 in
Bowl	43.40	271.0	N/A	Column internal obstruction diameter	: 1.19 in
Column	43.40	-	N/A	Can/barrel diameter, inside	: -
Discharge head	43.40	200.0	N/A	Can/barrel obstruction diameter	
Can/Barrel	-	-	-	NPSH	
Torque Limits				NPSH at bowl (available / required)	: Ample / 24.7 ft
Torque, lineshaft limit	: -			NPSH at low liquid level (available / required)	: Ample / 10.1 ft
				NPSH at suction flange (available / required)	: - / -
				Liquid Velocities	
				Column liquid velocity	: 12.32 ft/s
				Discharge head liquid velocity	: 12.13 ft/s
				Can liquid velocity	: -
				Suction nozzle liquid velocity	: -

**Pump Performance - Additional Data**

Mixed Stage Performance		Set #1	Set #2	Set #3	Set #4	Alternate First Stage
Model		16HH/LC	-	-	-	-
Stages		1	-	-	-	-
Based on curve number		16HHLC-2621593	-	-	-	-
Impeller diameter, rated		9.42 in	-	-	-	-
Impeller diameter, maximum		9.94 in	-	-	-	-
Impeller diameter, minimum		9.08 in	-	-	-	-
Limitations						
Tolerance Type	: Hyd Ins 14.6 Unilateral (1U)	Low liquid level (Measured from bottom of head)		: in		
Head measured at	: Bowl	NPSHa measured at		: Low liquid level		
Pump type	: Complete Pump	Velocity column		: 13.00 ft/s		
Direct connect	: No	Well inside diameter (Enter a value >0 if a diameter check is required)		: in		
Length strategy	: Pump length (T Dimension)	Maximum working pressure strategy		: Maximum head, rated diameter		
Length	: 179.50 in					
Product Line Options						
Suction type	: Bell	Drive shaft type		: VHS		
Bowl discharge type	: Column adapter	Discharge location		: Above ground		
Bowl shaft material	: 416 SS	Discharge head material		: Cast Iron		
Bowl shaft diameter	: 1 15/16 inch	Discharge head design		: Type S		
Impeller connection type	: Taper lock	Discharge head size		: 12x12x20		
Column diameter	: 12 inch	Sealing type		: Stuffing box		
Column construction	: Threaded	Discharge flange rating		: 125lb ANSI flange		
Suction accessory	: None	Coupling design		: Threaded coupling		
Lineshaft material	: 416 SS	Top shaft material		: 416 SS		
Lineshaft diameter	: 1 3/16 inch	Top shaft diameter		: 1 3/16 inch		
Lineshaft lubrication	: Open Lineshaft					
Performance Adjustment Options						
Impeller polished	: Polished	Effective impeller material for galling		: Al Brz C952		
Impeller wear ring	: Al Brz C952	Effective bowl material for galling		: Al Brz C952		
Bowl wear ring	: Al Brz C952	Effective impeller material for polishing		: No Adjustment		

General Arrangement Drawing



Notes

1. Unless otherwise specified, dimensions are in inches
2. Baseplate requires support on all sides.
3. Read instructions before beginning pump assembly or installation.
4. Drawing is preliminary until certified by factory.

APPROXIMATE DRY WEIGHT	
Driver	800 lb
Discharge Head	600 lb
Column / Shaft	627 lb / 72 lb
Bowl Assembly	690 lb
Total	2,789 lb

GENERAL DATA			
Capacity	4,300 USgpm	Liquid	Cold Water
Head	46.00 ft	Specific Gravity	1.000 SG
Pump Speed	1770 rpm		
DRIVER DATA			
MFGR	Nidec	Shaft Type	OLS
Hp	75.0 hp	Enclosure / Type	WP1
Volt / Ph / Hz	460 / 3 / 0 Hz	Frame / Model	365TP
Service Factor	1.15		
Customer Name			
Quote No 1374299			
Item No. REV3 of 001			
Project holly hill VT replacements			
Date July 11, 2023 5:06 PM			



1374299-REV3 of 001

NIDEC MOTOR CORPORATION

8050 WEST FLORISSANT AVE.
ST. LOUIS, MO 63136



4.2.a

DATE: 7/25/2023

P.O. NO.: HF57
Order/Line NO.: 26897 MN 100

TO:

Model Number: HF57
Catalog Number: HO75V2GLG
VHS Weather Protected
CONF,MOTOR,VHS WPI

REVISIONS:
(NONE)

**ALL DOCUMENTS HEREIN ARE CONSIDERED CERTIFIED BY NIDEC MOTOR CORPORATION.
THANK YOU FOR YOUR ORDER AND THE OPPORTUNITY TO SERVE YOU.**

Features:

Horsepower 00075.00~00000.00 ~ KW: 55.95
Enclosure WPI
Poles 04~00 ~ RPM: 1800~0
Frame Size 365~TP
Phase/Frequency/Voltage.. 3~060~575
Winding Type Random Wound
Service Factor 1.15
Insulation Class Class "F" ~ Insulife 2000
Altitude In Feet (Max) .. 3300 Ft.(1000 M) ~ +40 C
Efficiency Class Premium Efficiency
Application Unknown
Inverter Duty NEMA MG1 Part 31
Customer Part Number
16.5" Base ~ Coupling Size: 1-1/4" Bore, 1/4" Key
Non-Reverse Ratchet ~ Steady Bushing Not Requested
Pricebook Thrust Value (lbs).. 5700
Customer Down Thrust (lbs) ... 1
Customer Shutoff Thrust (lbs).
Up Thrust (lbs): ~
Inverter Duty Rating Details:
Load Type (Base Hz & Below) .. Variable Torque
Speed Range (Base Hz & Below). 10:1
VFD Service Factor 1.00
Temperature Rise (Sine Wave): "B" Rise @ 1.0 SF (Resist)
Starting Method Direct-On-Line Start
Duty Cycle Continuous Duty
Efficiency Value 95.0 % ~ Typical
Load Inertia: NEMA ~ Standard Inertia: 338.00 LB-FT²
Number Of Starts Per Hour: NEMA
Motor Type Code RUSI
Rotor Inertia (LB-FT²) 10.6 LB-FT²
Qty. of Bearings PE (Shaft) 1
Qty. of Bearings SE (OPP) 1
Bearing Number PE (Shaft) 6211-J
Bearing Number SE (OPP) 7220 BEP

Nidec trademarks followed by the ® symbol are registered with the U.S. Patent and Trademark Office.

Attachment: Exhibit A - Tom Evans Environmental Proposal (2023-R-40 : Peerless Pump Replacement)

NIDEC MOTOR CORPORATION

8050 WEST FLORISSANT AVE.
ST. LOUIS, MO 63136



4.2.a

DATE: 7/25/2023

P.O. NO.: HF57
Order/Line NO.: 26897 MN 100

TO:

Model Number: HF57
Catalog Number: HO75V2GLG
VHS Weather Protected
CONF,MOTOR,VHS WPI

REVISIONS:
(NONE)

**ALL DOCUMENTS HEREIN ARE CONSIDERED CERTIFIED BY NIDEC MOTOR CORPORATION.
THANK YOU FOR YOUR ORDER AND THE OPPORTUNITY TO SERVE YOU.**

Accessories:

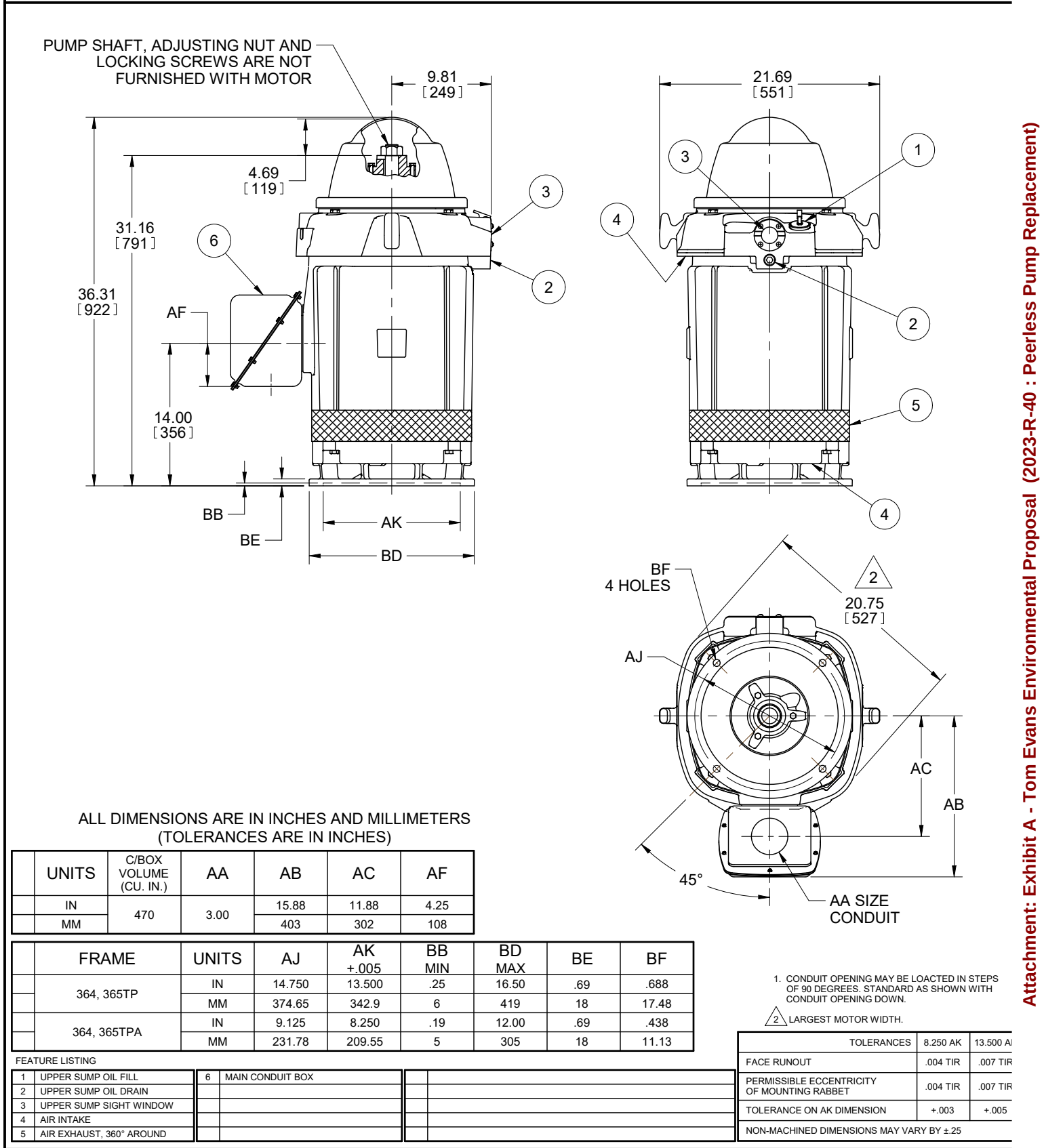
Counter CW Rotation FODE
Aegis Ground Ring (SGR)
115 Volt Space Heaters
Special Balance
Thermostats - Normally Closed
Shipping Weight in lbs: 800
Shipping Mass in KG: 360
Standard Leadtime: NA
Est. Weight (lbs ea): 800 ~ F.O.B.:

USE THE DATA PROVIDED BELOW TO SELECT THE APPROPRIATE DIMENSION PRINT

Horsepower	75
Pole(s)	04
Voltage(s)	575
Frame Size	365TP
Outlet Box AF	4.25
Outlet Box AA	3.00

Nidec trademarks followed by the ® symbol are registered with the U.S. Patent and Trademark Office.

Attachment: Exhibit A - Tom Evans Environmental Proposal (2023-R-40 : Peerless Pump Replacement)



NAMEPLATE DATA

4.2.a

CATALOG NUMBER:		HO75V2GLG		NAMEPLATE PART #:		422707-005	
MODEL	HF57	FR	365TP	TYPE	RUSI	ENCL	WPI
SHAFT END BRG		6211-J - QTY 1		OPP END BRG		7220 BEP - QTY 1	
PH	3	MAX AMB	40 C	ID#			
INSUL CLASS	F	Asm. Pos.			DUTY	CONT	
HP	75	RPM	1780	HP		RPM	
VOLTS	575			VOLTS			
FL AMPS	70.0			FL AMPS			
SF AMPS	80.0			SF AMPS			
SF	1.15	DESIGN	B	CODE	G		
NEMA NOM EFFICIENCY	95.0	NOM PF	85.3	KiloWatt	55.95		
GUARANTEED EFFICIENCY	94.1	MAX KVAR		HZ	60		

HAZARDOUS LOCATION DATA (IF APPLICABLE):

DIVISION		CLASS I		GROUP I	
TEMP CODE		CLASS II		GROUP II	



VFD DATA (IF APPLICABLE):

VOLTS	575	AMPS	73.5
TORQUE 1	221.10LB-FT	TORQUE 2	
VFD LOAD TYPE 1	VT/PWM	VFD LOAD TYPE 2	
VFD HERTZ RANGE 1	6-60	VFD HERTZ RANGE 2	
VFD SPEED RANGE 1	180-1800	VFD SPEED RANGE 2	
SERVICE FACTOR	1.00	FL SLIP	
NO. POLES		MAGNETIZING AMPS	
VECTOR MAX RPM		Encoder PPR	
Radians / Seconds		Encoder Volts	

TEAO DATA (IF APPLICABLE):

HP (AIR OVER)		HP (AIR OVER M/S)		RPM (AIR OVER)		RPM (AIR OVER M/S)	
FPM AIR VELOCITY		FPM AIR VELOCITY M/S		FPM AIR VELOCITY SEC			

Attachment: Exhibit A - Tom Evans Environmental Proposal (2023-R-40 : Peerless Pump Replacement)

ADDITIONAL NAMEPLATE DATA:

4.2.a

Decal / Plate	WD=499495	Customer PN	
Notes		Non Rev Ratchet	NRR
Max Temp Rise	80C RISE/RES@1.00SF	OPP/Upper Oil Cap	3 QT/2.8 L
Thermal (WDG)	OVER TEMP PROT 2	SHAFT/Lower Oil Cap	GREASE
Altitude		Usable At	
Regulatory Notes		Regulatory Compliance	
COS		Marine Duty	
Balance	0.08 IN/SEC	Arctic Duty	
3/4 Load Eff.	95.3	Inrush Limit	
Motor Weight (LBS)	800	Direction of Rotation	
Sound Level		Special Note 1	
Vertical Thrust (LBS)	5700	Special Note 2	
Thrust Percentage	100% HT	Special Note 3	
Bearing Life		Special Note 4	
Starting Method		Special Note 5	
Number of Starts		Special Note 6	
200/208V 60Hz Max Amps		SH Max. Temp.	
190V 50 hz Max Amps		SH Voltage	SH VOLTS=115V
380V 50 Hz Max Amps		SH Watts	SH WATTS= 96W
NEMA Inertia		Load Inertia	
Sumpheater Voltage		Sumpheater Wattage	
Special Accessory Note 1		Special Accessory Note 16	
Special Accessory Note 2		Special Accessory Note 17	
Special Accessory Note 3		Special Accessory Note 18	
Special Accessory Note 4		Special Accessory Note 19	
Special Accessory Note 5		Special Accessory Note 20	
Special Accessory Note 6		Special Accessory Note 21	
Special Accessory Note 7		Special Accessory Note 22	
Special Accessory Note 8		Special Accessory Note 23	
Special Accessory Note 9		Special Accessory Note 24	
Special Accessory Note 10		Special Accessory Note 25	
Special Accessory Note 11		Special Accessory Note 26	
Special Accessory Note 12		Special Accessory Note 27	
Special Accessory Note 13		Special Accessory Note 28	
Special Accessory Note 14		Special Accessory Note 29	
Special Accessory Note 15		Special Accessory Note 30	
Heater in C/B Voltage		Heater in C/B Watts	
Zone 2 Group		Division 2 Service Factor	
Note 1		Note 2	
Note 3		Note 4	
Note 5		Note 6	
Note 7		Note 8	
Note 9		Note 10	
Note 11		Note 12	
Note 13		Note 14	
Note 15		Note 16	
Note 17		Note 18	
Note 19		Note 20	
Note 21		Note 22	

Attachment: Exhibit A - Tom Evans Environmental Proposal (2023-R-40 : Peerless Pump Replacement)

NIDEC MOTOR CORPORATION
ST. LOUIS, MO

TYPICAL NAMEPLATE DATA
ACTUAL MOTOR NAMEPLATE LAYOUT MAY VARY
SOME FIELDS MAY BE OMITTED



Nidec trademarks followed by the ® symbol are registered with the U.S. Patent and Trademark Office.

MOTOR PERFORMANCE

MODEL NO.	CATALOG NO.	PHASE	TYPE	FRAME
HF57	HO75V2GLG	3	RUSI	365TP
ORDER NO.		26897	LINE NO.	
MPI:				158921
HP:				75
POLES:				4
VOLTS:				575
HZ:				60
SERVICE FACTOR:				1.15
EFFICIENCY (%):				
S.F.				94.2
FULL				94.5
3/4				95.3
1/2				95
1/4				92.6
POWER FACTOR (%):				
S.F.				85.7
FULL				85.3
3/4				82.9
1/2				75.8
1/4				55.6
NO LOAD				4.3
LOCKED ROTOR				38.6
AMPS:				
S.F.				80
FULL				70
3/4				53
1/2				39
1/4				27.3
NO LOAD				22.1
LOCKED ROTOR				431
NEMA CODE LETTER				G
NEMA DESIGN LETTER				B
FULL LOAD RPM				1780
NEMA NOMINAL / EFFICIENCY (%)				95
GUARANTEED EFFICIENCY (%)				94.1
MAX KVAR				18.7
AMBIENT (°C)				40
ALTITUDE (FASL)				3300
SAFE STALL TIME-HOT (SEC)				19
SOUND PRESSURE (DBA @ 1M)				65
TORQUES:				
BREAKDOWN{% F.L.}				245
LOCKED ROTOR{% F.L.}				203
FULL LOAD{LB-FT}				221.1

NEMA Nominal and Guaranteed Efficiencies are up to 3,300 feet above sea level and 25 ° C ambient

The Above Data Is Typical, Sinewave Power Unless Noted Otherwise

NIDEC MOTOR CORPORATION
ST. LOUIS, MO

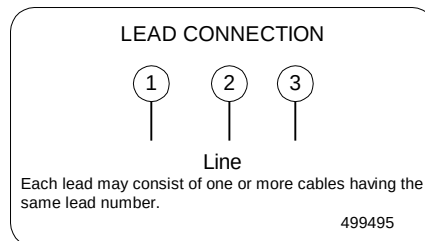
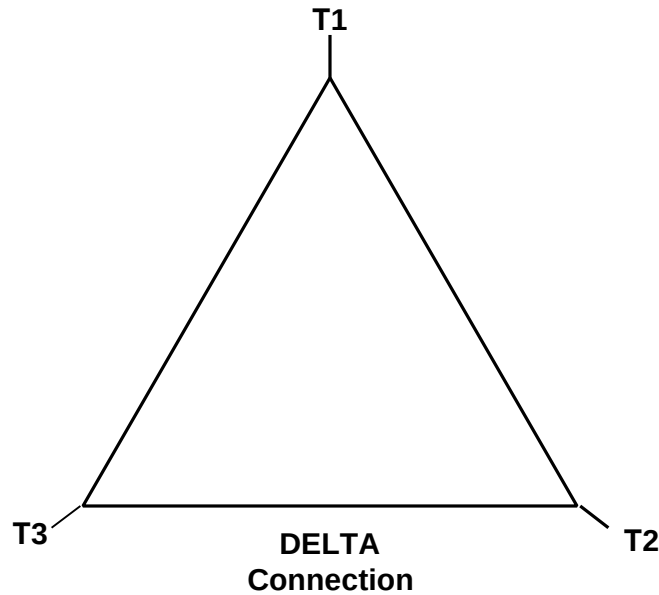


Nidec trademarks followed by the ® symbol are registered with the U.S. Patent and Trademark Office.



499495

Motor Wiring Diagram

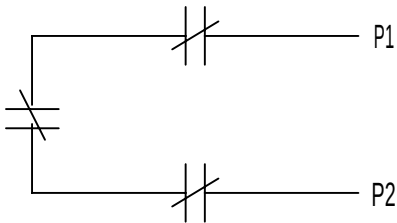


To reverse direction of rotation interchange connections L1 and L2.
 Each lead may be comprised of one or more cables.
 Each cable will be marked with the appropriate lead number.

THERMOSTATS

- 1. MOTOR IS EQUIPPED WITH QTY-3 (1 PER PHASE) NORMALLY CLOSED THERMOSTATS. THERMOSTATS ARE SET TO OPEN AT HIGH TEMPERATURE.
- 2. CONTACT RATINGS FOR THERMOSTATS: 120-600 VAC, 720 VA

N. C. THERMOSTATS



NOTE: THERMOSTATS LEADS MAY BE LOCATED IN EITHER THE MAIN OUTLET BOX OR IF SO EQUIPPED, AN AUXILIARY BOX.

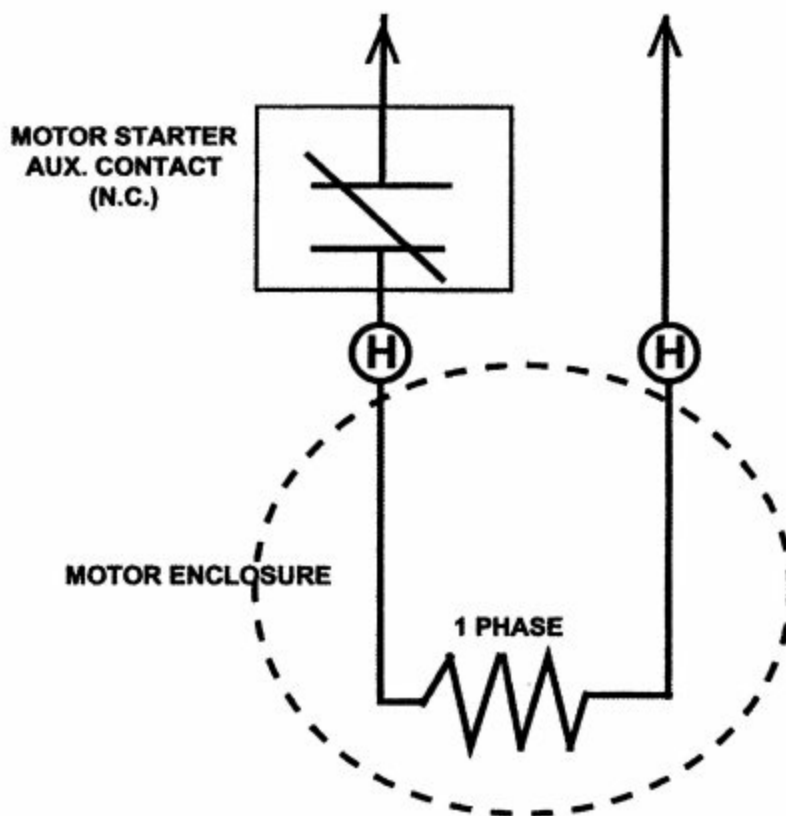
ACCESSORY LISTING
QTY-3 N.C. THERMOSTATS

REVISION DESCRIPTION FOR: MISC	SCALE	UNITS	TITLE		NIDEC MOTO CORPORATIC
STL0211 - UPDATED FORMAT .	NONE	IN			
	TOLERANCES ON DIMENSIONS (UNLESS OTHERWISE SPECIFIED)		CUSTOMER CONNECTION DIAGRAM		REVISION DATE
	INCHES	mm			
MATERIAL:			ISSUED BY	APPROVED BY	24-FEB-11
---			R. KING	C. CADE	
MUST BE COMPLIANT TO RoHS DIRECTIVE EU 2002/95/IEC AND REGULATION EC 1907/2006 (REACH) AS AMENDED	ANGLES X°= ±1°		CODE	DWG NO.	REV
				0834066	SHEET NUMBER
					DWG SIZE



SPACE HEATER CONNECTION DIAGRAM

SPACE HEATER LEADS MAY BE LOCATED IN EITHER THE MAIN OUTLET BOX
OR IF SO EQUIPPED, AN AUXILIARY BOX



THIS EQUIPMENT IS SUPPLIED WITH ANTI-
CONDENSATION HEATERS. HEATERS
SHOULD BE ENERGIZED WHEN EQUIPMENT
IS NOT OPERATING TO PROTECT UNIT BY
PREVENTING INTERNAL CONDENSATION.
CONNECT THE "H" OR HEATER
LEADS TO

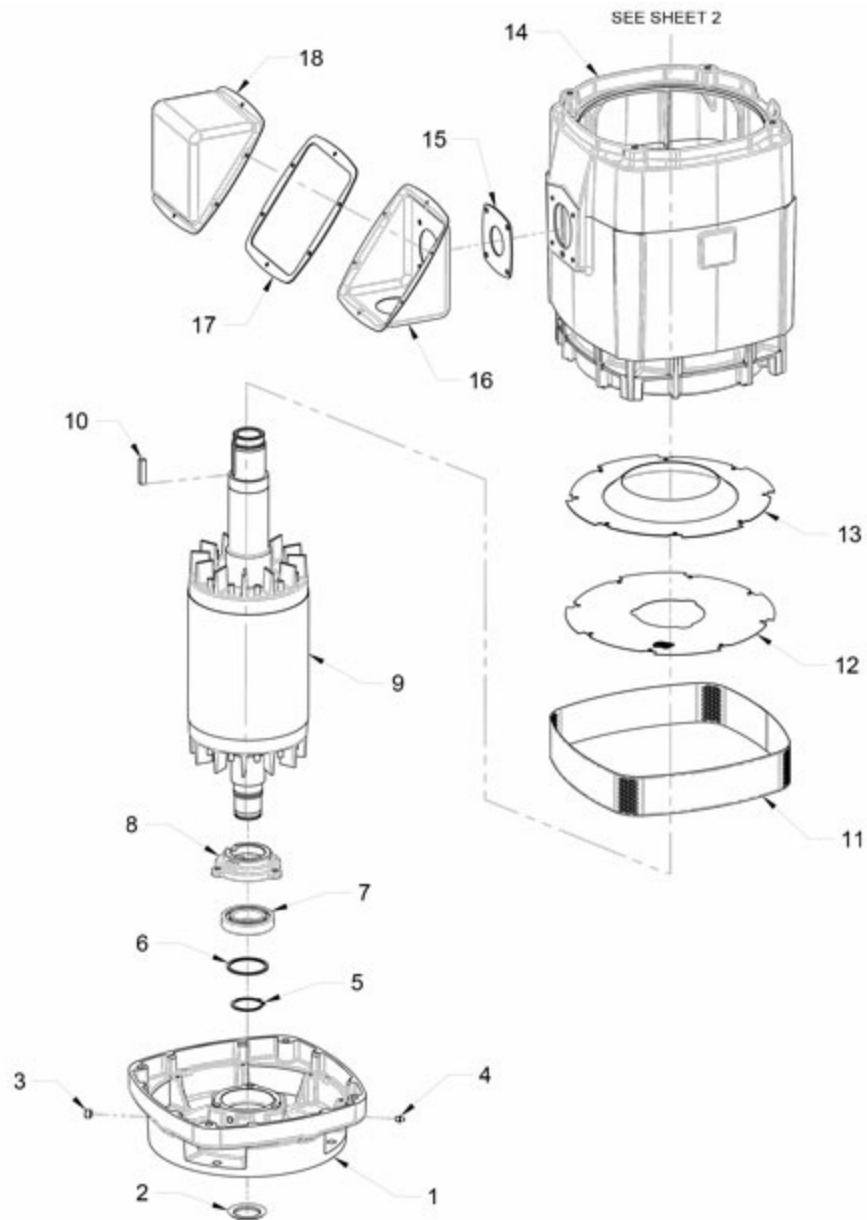
115V VOLTS

96W WATTS RATING

SPACE HEATER NAMEPLATE (ON MOTOR)

Revision: 7/30/2008
Mike Cullen

FRAME 400
TYPES: RU, RUE, RUEI, RUS, RUSI

**BEARINGS:**

Refer to motor nameplate for the bearing numbers.

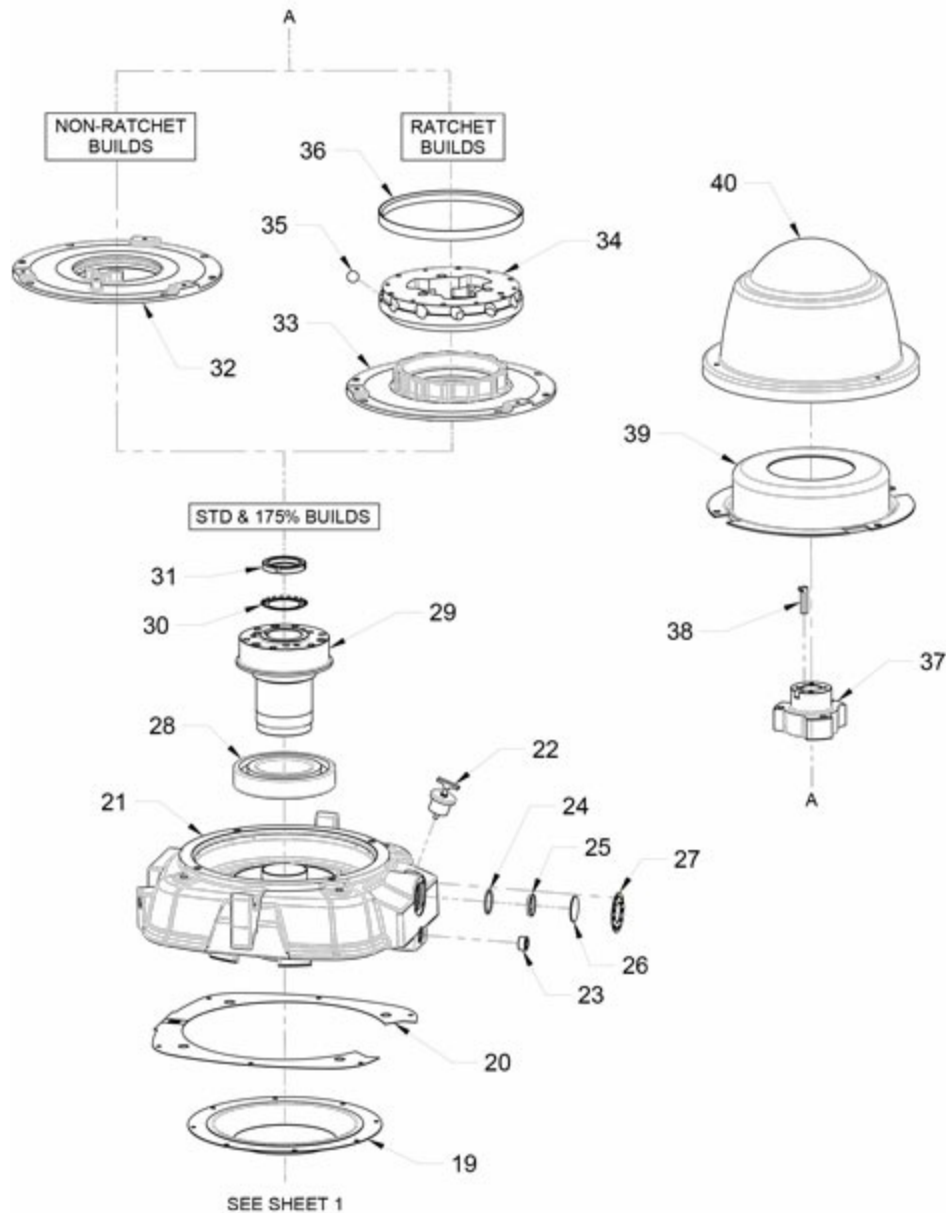
PRICES:

Parts stocking distributors: refer to renewal parts numerical index. All Others: refer to your nearest parts distributor.

reference: Renewal Parts Section 700 - 270

RENEWAL PARTS

FRAME 400
TYPES: RU, RUE, RUEI, RUS, RUSI

**BEARINGS:**

Refer to motor nameplate for the bearing numbers.

PRICES:

Parts stocking distributors: refer to renewal parts numerical index. All Others: refer to your nearest parts distributor.

reference: Renewal Parts Section 700 - 270

FRAME 400
TYPES: RU, RUE, RUEI, RUS, RUSI

ITEM NO.	QTY.	NAME OF PART	ITEM NO.	QTY.	NAME OF PART
1	1	Lower Bracket	21	1	Upper Bracket
2	1	Water Deflector	22	1	Oil Fill Plug (Expanding)
3	1	Pipe Plug	23	1	Upper Plug (Oil Drain)
4	1	Zerk Fitting Grease	24	1	O-Ring Sight Gauge Window
5	1	Spacer Washer	25	1	Deflector Sight Gauge Window
6	1	Snap Ring	26	1	Glass Sight Gauge Window
7	1	Lower Bearing	27	1	Cover Sight Gauge Window
8	1	Lower Bearing Cap	28	-	Upper Bearing (Qty 1 or 2)
9	1	Rotor Assembly	29	1	Bearing Mount
10	1	Key	30	1	Upper Lockwasher
11	1	Lower Screen Intake (External)	31	1	Upper Lock Nut
12	1	Lower Screen Intake (Internal)	32	1	Dust Cover (Only on Units Without Ratchet)
13	1	Lower Air Deflector	33	1	Ratchet Adaptor (Only on Units With Ratchet)
14	1	Stator Assembly	34	1	Stationary Ratchet (Only on Units With Ratchet)
15	1	Gasket Outlet Box (Frame and Box)	35	1	Ratchet Ball (Only on Units With Ratchet)
16	1	Outlet Base	36	1	Ball Retaining Ring (Only on Units With Ratchet)
17	1	Gasket Outlet Box (Base and Cover)	37	1	Thrust Coupling (Only on Hollowshaft)
18	1	Cover Outlet Box	38	1	Gib Key (Only on Hollowshaft)
19	1	Upper Air Deflector	39	1	Upper Baffle
20	1	Upper Screen	40	1	Canopy Cap

BEARINGS:

Refer to motor nameplate for the bearing numbers.

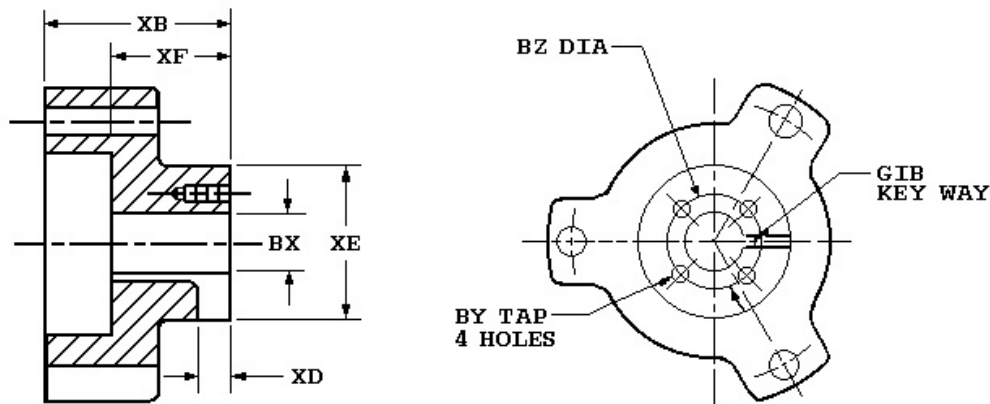
PRICES:

Parts stocking distributors: refer to renewal parts numerical index. All Others: refer to your nearest parts distributor.

reference: Renewal Parts Section 700 - 270

Vertical HOLLOSHAFT Coupling Dimensions

Standard Coupling Dimensions



Coupling Part Number	162458
BX Nominal	1 1/4
Actual Bore	1.251
BY	1/4-20
BZ	1 3/4
XB	2 15/16
XD	17/32
XE	2 7/8
XF	1 15/16
SQ. KEY	1/4

Notes:

1. All Rough casting dimensions may vary by 0.25" due to casting variations.
2. All tapped holes are Unified National Course, Right Hand thread.
3. Coupling bore dimension "BX" is machined with a tolerance of - .000", +.001" up to 1.50" bore inclusive. Larger bores: -.000", +.002".



Copyright © 2010 Nidec Motor Corporation. All rights reserved.

TYPICAL REED CRITICAL FREQUENCY DATA

Note: Motor RCF Test Data can be provided at time of motor shipment through special test.
Please contact your Nidec Motor Corporation representative for more information.

MODEL NO: HF57
CATALOG NO: HO75V2GLG

Frame: 365TP Type: RUSI

REED CRITICAL FREQUENCY:	48	HZ
CENTER OF GRAVITY:	13	IN
DEFLECTION @ CENTER OF GRAVITY:	0.00425	IN
UNIT WEIGHT:	790	LBS
BASE DIAMETER:	ALL	IN
TOLERANCE ON RCF VALUE:	10%	
DATE:	7/25/2023	



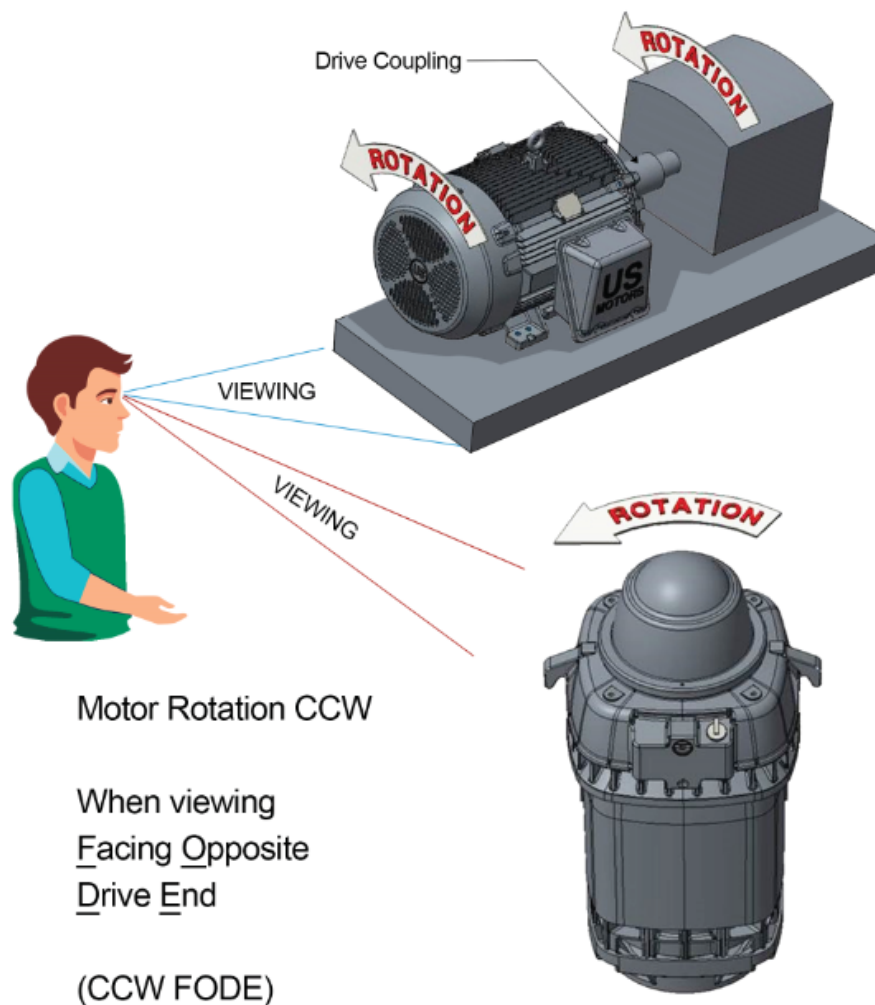
Copyright © 2010 Nidec Motor Corporation. All rights reserved.



DIRECTION OF ROTATION

This motor is unidirectional and can only be operated in one direction to ensure proper cooling.

The motor will be supplied with the industry standard CCW (counter clockwise) rotation as shown below. CW rotation is available upon request.



NIDEC MOTOR CORPORATION
ST. LOUIS, MISSOURI

80-289

General Information for Integral Horsepower (IHP) Motors on Variable Frequency Drives (VFDs)

Variable Frequency Drives (VFD)

A VFD is a type of controller used to vary the speed of an electric motor. The VFD takes a fixed AC voltage and frequency and allows it to be adjusted in order to get different speeds from the motor. Motor speed can be varied by changing the frequency of the input power waveform. The equation below shows how the frequency affects the speed of a three phase induction motor.

$$\text{Speed} = \frac{120 * \text{Fundamental Input Frequency}}{\text{Number of Motor Poles}}$$

How does a VFD work?

A VFD takes the fixed frequency and voltage sine wave from the power grid or power station and puts it through a few steps in order to allow the VFD user to vary the frequency and in turn control the motor speed. First it rectifies the AC power into DC Power. Because of this step, a term commonly used instead of VFD is inverter. This only describes one step of what the VFD does to the power waveform. Once rectified into a DC voltage the drive sends the power through a set of transistors or switches. These switches can take the DC waveform and by opening and closing at certain speeds and durations can create an output waveform that mimics the sine wave that is required to drive a three phase electric motor. The output wave form is known as a Pulse Width Modulation (PWM) waveform because the waveform is created by multiple pulses of the switches at short intervals.

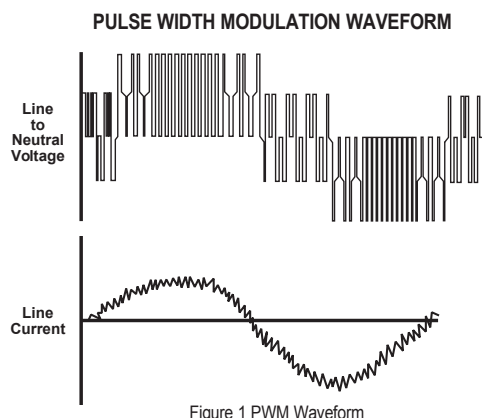


Figure 1 PWM Waveform

What variables should be considered when deciding whether to power a motor with a VFD?

VFD compatibility with motors is complex. As a result, many variables must be considered when determining the suitability of a particular motor for use with a VFD. These variables include:

- Torque requirements (Constant or Variable)
- Speed Range
- Line / System Voltage
- Cable length between the VFD and the motor
- Drive switching (carrier) frequency
- Motor construction

- VFD dv/dt - winding end turn differential in voltage versus differential in time
- High temperatures or high humidity
- Grounding system

Wider speed ranges, higher voltages, higher switching frequencies, insufficient grounding and increased cable lengths all add to the severity of the application and, therefore, the potential for premature motor failure.

How does a VFD affect the motor?

There are many things to consider when a motor is powered using a VFD or PWM power. When a motor is powered by a PWM waveform the motor windings very often see a large differential voltage, either from phase to phase or turn to turn. When the voltage differential becomes large enough it creates a reaction at the molecular level that converts available oxygen into O₃. This phenomenon is called partial discharge or corona. This reaction creates energy in the form of light and heat. This energy has a corrosive effect on the varnish used to protect the motor windings. PWM waveforms can also magnify shaft voltages which lead to arcing across the bearing and causing premature bearing failure. Corrective action must be taken to mitigate these issues that arise when using an electric motor with a VFD.

How do I protect the motor?

Nidec Motor Corporation (NMC) has developed specific motor designs to decrease the harmful affects that a VFD can have on a motor. NMC's INVERTER GRADE[®] insulation system is the first line of defense against corona and phase to phase faults that can be common when a motor is powered using a PWM waveform. The INVERTER GRADE[®] insulation system is standard on all of NMC's Inverter Duty products. Along with the INVERTER GRADE[®] insulation, thermostats are installed as a minimum protection against over heating the motor. Special consideration must also be given to bearings in motors powered by VFD's. In order to create a low resistance path to ground for built up shaft voltages a shaft grounding device can be used. On larger horsepower motors an insulated bearing system should be used in conjunction with the shaft grounding device when installed, to force the stray shaft voltages to ground. The bearing failures are more prominent on motors with thrust handling bearings. NMC has created an Inverter Duty vertical motor line that not only uses the INVERTER GRADE[®] insulation system, but that also comes standard with a shaft grounding device. On motors that are 100 HP and greater the thrust bearing is also insulated for additional protection.

What does "Inverter Duty" mean?

An Inverter Duty motor should describe a motor that helps mitigate potential failure modes of a motor that is powered by a VFD. Inverter duty motor windings should be able to withstand the voltage spikes per NEMA MG1 Part 31.4.4.2 and protect against overheating when the motor is run at slow speeds. On thrust handling bearings it is apparent that the bearings require additional protection. Inverter Duty vertical motors should have a shaft grounding device to protect the motor bearings from fluting due to voltage discharge through the bearing. On larger motors (100HP and larger) the shaft should also be electrically isolated from the frame in order to aid the shaft grounding ring in discharging the shaft voltages to ground.

*This information applies only to Integral Horsepower (IHP) motors as defined on the Agency Approval page, under UL[®] & CSA[®] listings where indicated.

Motor / Inverter Compatibility

Thermal Overloads and Single Phase Motors

Motors with thermal overloads installed may not operate properly on a VFD. The current carrying thermal overload is designed for sine wave power. Operation on a VFD may cause nuisance tripping or potentially not protect the motor as would be expected on line power. Thermostats or thermistors installed in the motor and connected properly to the VFD may provide suitable thermal overload protection when operating on a VFD. (consult codes for installation requirements)

Single phase motors and other fractional horsepower ratings are not designed to be operated on a VFD. Within Nidec Motor Corporation standard products, all motors NEMA[®] 48 frame (5.5" diameter) and smaller are not suitable for VFD applications. Three phase 56 and 143/145 frame applications should be noted on the catalog price page; or if in doubt ask a Nidec Motor Corporation technical representative for recommendations on compatibility with a VFD.

Slow Speed Motors

Motors with a base design of slower than six poles require special consideration regarding VFD sizing and minimizing harmonic distortion created at the motor terminals due to cable installation characteristics. Additional external PWM waveform filters and shielded motor cables designed for PWM power may be required to provide acceptable motor life. Harmonic distortion on the output waveform should be kept to a minimum level (less than 10%) mismatch impedance.

690V Applications

Motors that are rated for 690VAC and that will be powered by 690VAC PWM VFDs require the use of an external filter to limit peak voltage spikes and the use of an INVERTER GRADE[®] motor. Where available, an alternative to using an output filter is to upgrade to a 2300V insulation system.

Low Voltage TITAN[®] Motors

When using 449 frame and larger motors on PWM type VFDs consider the use of an external filter and shielded motor cables designed for PWM power to minimize harmonic distortion and peak voltages at the motor terminals. Harmonic distortion on the output waveform should be kept to a minimum level (less than 10%).

Bearing Currents Related to PWM Waveforms

Protection of the motor bearings from shaft currents caused by common mode voltages is becoming a standard feature on Inverter Duty motor products. Some installations may be prone to a voltage discharge condition through the motor bearings called Electrical Discharge Machining (EDM) or fluting. Vertical HOLLOSHAFT and HOSTILE DUTY World Motor come with grounding devices installed as standard. EDM damage is related to characteristics of the PWM waveform, and the VFD programming, and installations factors.

Bearing Protection on Inverter Duty Vertical Motors

All U.S. MOTORS[®] brand "Inverter Duty" vertical products have a shaft grounding system that allows damaging shaft currents a low resistance path to ground. **Bearings on vertical motors fed by VFD power without this bearing protection are not covered under any warranty.** All other bearing failure is covered per NMC's standard warranty. An electric motor repair shop approved to service U.S. MOTORS[®] brand motors must verify that the cause of the bearing failure was not due to EDM damage.

Guideline For Insulated Anti-Friction Bearings

Bearing insulation is required to prevent circulating shaft currents which can damage bearings. Circulating shaft current can be caused by use of improper power and/or ground cables, improper grounding systems and higher switching frequencies. Finding and correcting the external condition(s) is the responsibility of the system designer or specifying engineer. To prevent circulating shaft current in motors with anti-friction bearings, Nidec Motor Corporation's standard practice is to insulate the non-drive end bearing.

Adjustable Speed Drives produce a common mode voltage condition. To interrupt common mode voltage on induction motors of all sizes, NEMA MG1-2018 Part 31 recommends insulating both bearings. In cases where both anti-friction bearings are insulated, the system designer or specifying engineer should determine whether to apply one or more of the following options to prevent or reduce shaft currents: sinewave filters, line reactors or mechanical devices, such as shaft grounding or an insulated half coupling. Motors with shaft grounding devices are not suitable for installation in hazardous locations unless housed in an enclosure suitable for the specified Division (or Zone), Class and Group(s).

Multiple Motors on a Single VFD

Special considerations are required when multiple motors are powered from a single VFD unit. Most VFD manufacturers can provide guidelines for proper motor thermal considerations and starting/stopping of motors. Cable runs from the VFD and each motor can create conditions that will cause extra stress on the motor winding. Filters may be required at the motor to provide maximum motor life.

Grounding and Cable Installation Guidelines

Proper output winding and grounding practices can be instrumental in minimizing motor related failures caused by PWM waveform characteristics and installation factors. VFD manufacturers typically provide detailed guidelines on the proper grounding of the motor to the VFD and output cable routing. Cabling manufacturers provide recommended cable types for PWM installations and critical information concerning output wiring impedance and capacitance to ground.

Integrated Motor and Inverter

By integrating the motor and inverter at NMC's manufacturing facility, many of the motor compatibility problems are minimized or eliminated. During the manufacturing process, the motor is matched to the inverter characteristics which ensures the winding temperature and torque levels meet the design specification. Since the inverter output wiring to the motor is nearly eliminated, bearing currents are rarely experienced. When the unit is properly grounded, reducing the output cable lengths in conjunction with an inverter grade insulation system and low factory setting of the switching frequency of the inverter drive, results in low risk of voltage peaks produced by the PWM waveform.

Vertical Motors on VFDs

Vertical motors operated on VFD power present unique conditions that may require consideration by the user or installation engineer:

- Locked rotor and drive tripping caused by non-reversing-ratchet operation at low motor speeds. It is not recommended to operate motors at less than 1/4 of synchronous speed. If slow speeds are required contact NMC engineering.
- Unexpected / unacceptable system vibration and or noise levels caused by the torque pulsation characteristics of the PWM waveform, a system critical frequency falling inside the variable speed range of the process or the added harmonic content of the PWM waveform exciting a system component
- Application related problems related to the controlled acceleration/deceleration and torque of the motor on VFD power and the building of system pressure/ load.
- The impact the reduction of pump speed has on the down thrust reflected to the pump motor and any minimum thrust requirements of the motor bearings
- Water hammer during shutdown damaging the non-reversing ratchet

Humidity and Non-operational Conditions

The possible build-up of condensation inside the motor due to storage in an uncontrolled environment or non-operational periods in an installation, can lead to an increased rate of premature winding or bearing failures when combined with the stresses associated with PWM waveform characteristics. Moisture and condensation in and on the motor winding over time can provide tracking paths to ground, lower the resistance of the motor winding to ground, and lower the Corona Inception Voltage (CIV) level of the winding.

Proper storage and maintenance guidelines are important to minimize the potential of premature failures. Space heaters or trickle voltage heating methods are the common methods for drying out a winding that has low resistance readings. **Damage caused by these factors are not covered by the limited warranty provided for the motor unless appropriate heating methods are properly utilized during non-operational periods and prior to motor start-up.**

NEMA[®] Application Guide for AC Adjustable Speed Drive Systems: <http://www.nema.org/stds/acadjustable.cfm#download>

* This information applies only to Integral Horsepower (IHP) motors as defined on the Agency Approval page, under UL[®] & CSA[®] listings where indicated.

Warranty Guidelines for Integral Horsepower (IHP)* Motors on Variable Frequency Drives

Warranty Guidelines

The information in the following section refers to the motor and drive application guidelines and limitations for warranty.

Hazardous Location Motors

Use of a variable frequency drive with the motors in this catalog, intended for use in hazardous locations, is only approved for Division 1, Class I, Group D hazardous location motors with a T2B temperature code, with a limitation of 2:1 constant torque or 10:1 variable torque output. **No other stock hazardous location motors are inherently suitable for operation with a variable frequency drive.** If other requirements are needed, including non-listed Division 2, please contact your Nidec Motor Corporation territory manager to conduct an engineering inquiry.

575 Volt Motors

575 volt motors can be applied on Inverters when output filters are used. Contact the drive manufacturer for filter selection and installation requirements.

Applying INVERTER GRADE® Insulated Motors on Variable Frequency Drives (2, 4, 6 pole)

The products within this catalog labeled "Inverter Duty" or "Vector Duty" are considered INVERTER GRADE® insulated motors. INVERTER GRADE® motors exceed the NEMA® MG-1 Part 31 standard. Nidec Motor Corporation provides a three-year limited warranty on all NEMA® frame INVERTER GRADE® insulated motors and allows long cable runs between the motor and the VFD (limited to 400 feet without output filters). Cable distance can be further limited by hot and humid environments and VFD manufacturers cable limits. These motors may be appropriate for certain severe inverter applications or when the factors relating to the end use application are undefined (such as spares).

Nidec Motor Corporation's U.S. Motors® brand is available in the following INVERTER GRADE® insulated motors:

- Inverter Duty NEMA® frame motors good for 20:1 Variable Torque & 5:1 Constant Torque, including Vertical Type RUSI (10:1 V.T.)
- Inverter Duty motors rated for 20:1 Constant Torque
- ACCU-Torq® and Vector Duty Motors with full torque to 0 Speed or 5000:1
- 841 Plus® NEMA® Frame Motors

Applying Premium Efficient motors (that do not have INVERTER GRADE® insulation) on Variable Frequency Drives (2, 4, 6 pole)

Premium efficient motors without INVERTER GRADE insulation meet minimum NEMA® MG-1, Section IV, Part 31.4.4.2. These motors can be used with Variable Frequency Drives (with a reduced warranty period) under the following parameters:

- On NEMA® frame 447 and smaller motors, 20:1 speed rating on variable torque loads & 4:1 speed range on constant torque loads.
- On TITAN® 449 and larger frame motors, 10:1 speed rating on variable torque loads.

- On TITAN® frame motors, inquiry required for suitability on constant torque loads.

Cable distances are for reference only and can be further limited by hot and humid environments (refer to Table 1). Refer to specific VFD

Table 1 - Cable Distances			
Maximum Cable Distance VFD to Motor			
Switching Frequency	460 Volt	230 Volt	380 Volt
3 KHz	127 ft	400 ft	218 ft
6 KHz	90 ft	307 ft	154 ft
9 KHz	73 ft	251 ft	126 ft
12 KHz	64 ft	217 ft	109 ft
15 KHz	57 ft	194 ft	98 ft
20 KHz	49 ft	168 ft	85 ft

manufacturers cable limits. Refer to the Motor/ Inverter Compatibility page for special consideration of vertical motor bearings.

Warranty Period Clarifications and Exceptions

Standard Energy Efficient Exclusion

Applying Standard & Energy Efficient Motors on Variable Frequency Drives is not recommended. VFD related failures on standard and energy efficient motors will not be covered under warranty.

Vertical Motor Windings

Premium efficient vertical motors without INVERTER GRADE® insulation that are installed using the criteria described in this document and applied in the correct applications shall have a warranty while powered by a VFD for 12 months from date of installation or 18 months from date of manufacturing whichever comes first. See limited warranty page for horizontal motor warranty periods.

Bearing Exclusion for Thrust Handling Bearings

Bearings used in premium efficient vertical motors, and all thrust handling bearings, that are powered by VFDs without shaft grounding devices or insulated bearings (when required) will not be covered under any warranty for damages caused from being powered by a VFD. All other bearing failure is covered per NMC's standard warranty. An electric motor repair shop approved to service U.S. MOTORS® brand motors must verify that the cause of the bearing failure was not due to Electrical Discharge Machining.

Medium Voltage and Slow Speed Considerations

Motors that are rated above 700 VAC or that are eight pole and slower require special consideration and installation and are not covered under the warranty guidelines in this document. Motors that are rated above 700VAC have special cable length and voltage differential issues that are specific to the VFD type and manufacture. The motor construction and cost may vary dramatically depending on the VFD topology and construction. Contact your NMC representative with VFD manufacturer name and model type for application and motor construction considerations. Motors that are designed eight pole and slower also require special installation and filters per the drive manufacturer.

* This information applies only to Integral Horsepower (IHP) motors as defined on the Agency Approval page, under UL® & CSA® listings where indicated.

March 9, 2022

Mr. Mark Smith
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Smith,

Please accept this letter as formal notification to the City of Holly Hill that Tom Evans Environmental, by contract is the sole supplier for Peerless Pump products for peninsular Florida's municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case and end suction pumps.

Please contact Tom Evans Environmental at the following address for all your pumping needs which includes pumps, parts, factory reconditioning, and service.

Tom Evans Environmental
3200 Flightline Dr.
Lakeland, FL 33811
Phone: 863.619.3789
Email: te@tomevans.com

Respectfully,

Mike McGaugh

Mike McGaugh
Regional Sales Manager – South East US
Peerless Pump Company

Cc: Tom Evans Environmental





City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

Meeting: 08/08/23 06:00 PM
Department: City Clerk
Category: Consent Agenda
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

SCHEDULED

CITY MANAGER COMMENTS (ID # 4210)

DOC ID: 4210

JAG Grant FY 2022-2023 Allocation of Funds

DISCUSSION:

The County has been notified that we are eligible to receive funding from the FY 2022/2023 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds that were released by the Florida Department of Law Enforcement (FDLE). In order to submit nonprofit agencies applications for this funding the County must receive approval from 51% of cities located within Volusia County.

The JAG program focuses on providing funding to municipalities to improve the criminal justice system through one or more purpose areas. This includes, but is not limited to, programs focused on law enforcement, prosecution/court, prevention/education, drug treatment and enforcement programs. The County of Volusia is recommending the funds be allocated to the non-profits SMA Healthcare, Inc., and the House Next Door, Inc.

Grant regulations require approval of the funding distribution by the majority of all local governments within the County.

Due to submission deadline constraints, the County is requesting that the two original letters be returned by August 23, 2023. (See attached letter)

County of Volusia	SMA Healthcare, Inc. - Adult Drug Court Program	\$110,782
County of Volusia	The House Next Door - Success by Design Program	\$36,928
<u>Total:</u>		\$147,710

FISCAL ANALYSIS:

This item is neither an expenditure or a revenue and has no budgetary impact to the city.

STAFF RECOMMENDATION:

Information Purposes Only

COMMISSION GOAL:

N/A

MOTION:

No action required; City Manager's comments



Building,
Zoning,
Licensing &
Inspections
386-248-9442
Fax 386-248-9498

City
Clerk
386-248-9441
Fax 386-248-9448

City
Manager
386-248-9425
Fax 386-248-9448

Community
Services
386-248-9435
Fax 386-248-9448

Economic
Development
386-248-9444
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9497

Human
Resources
386-248-9440
Fax 386-248-9448

Information
Technology
386-248-9459
Fax 386-248-9448

Public
Works
386-248-9463
Fax 386-248-9499

Utility
Billing
386-248-9432
Fax 386-248-9458

Mayor & City
Commission
386-248-9441
Fax 386-248-9448

August 3, 2023

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302

Dear Mr. Menacof,

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Holly Hill approves the distribution of \$147,710 of Federal Fiscal Year 2022-2023 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County.

<u>Sub-award</u>	<u>Contractor & Title of Project</u>	<u>Amount</u>
County of Volusia	SMA Healthcare, Inc. – Adult Drug Court Program	\$110,782
County of Volusia	The House Next Door – Success by Design Program	\$36,928
TOTAL		\$147,710

Sincerely,

Honorable Mayor Chris Via
City of Holly Hill, Florida

Date

Attachment: JAG FY2022-2023 Allocation of Funds Letter - August 2023 (4210 : JAG Grant FY 2022-2023 Allocation of Funds)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

5.1

MEETING DATE: August 8, 2023
FROM: Michele Moore
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Approving a Grant Agreement with the State of Florida Department of Environmental Protection, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2022-2023; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-41
APPLICANT:
PLANNER:

DISCUSSION:

The State of Florida Department of Environmental Protection (FDEP) has announced that the City of Holly Hill has been awarded a Resiliency Grant for a total amount of \$75,000.00.

These funds will be utilized for a Comprehensive Vulnerability Assessment.

This study will be for the acquisition of background data for critical and regionally significant asset inventory, topographic data and flood scenario-related data. Further assessments will include exposure analysis, sensitivity analysis, the identification of focus areas. A final assessment report, map and tables will be submitted to FDEP to satisfy the requirements of the grant.

The completion of this vulnerability assessment may qualify the City of Holly Hill to apply for future Resiliency Grants to assist in the mitigation of concerns discovered during the assessment. The Comprehensive Vulnerability Assessment Grant Agreement for execution is included under “Exhibit A”.

FISCAL ANALYSIS:

The total estimated costs for the vulnerability assessment are \$75,000.00. The Resiliency Grant will reimburse 100% of costs up to \$75,000 leaving the city without a fiscal obligation.

A budget amendment in the amount of \$75,000 is included under “Exhibit B”.

STAFF RECOMMENDATION:

Approve the resiliency grant agreement from the Florida Department of Environmental Protection.

Approve a budget amendment in the amount of \$75,000 for Fiscal Year 2022-2023.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE RESILIENCY GRANT AGREEMENT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

APPROVE RESOLUTION BY AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2022-2023.

ATTACHMENTS:

- Exhibit A - Comprehensive Vulnerability Assessment Grant Agreement For Execution (PDF)
- Exhibit B - Budget Resolution FDEP Grant(PDF)

Resolution No. 2023-41

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A RESILIENCY AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AMENDING THE FISCAL YEAR 2022-2023 ANNUAL OPERATING BUDGET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is the recipient of a Resiliency Grant with the Florida Department of Environmental Protection for a Vulnerability Assessment in the amount of \$75,000; and

WHEREAS, this resolution, amending the budget, is to account for additional revenue from the Florida Department of Environmental Protection with an adjustment of \$75,000.00 revenues and expenditures; and

WHEREAS, the budget adjustments will allow the City of Holly Hill to adjust the Fiscal Year 2022-2023 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Commission of the City of Holly Hill accepts the Resiliency Grant with the Florida Department of Environmental Protection in the amount of \$75,000, and authorize the City Manager to execute the same.

SECTION 2. That the Commission of the City of Holly Hill amends the Fiscal Year 2022-2023 budget in the amount of \$75,000.00.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of AUGUST, 2023.

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

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

1. Project Title (Project): City of Holly Hill Comprehensive Vulnerability Assessment	Agreement Number: 23PLN34
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: City of Holly Hill	Entity Type: Local Government
Grantee Address: 1065 Ridgewood Avenue, Holly Hill, Florida 32117	FEID: 59-6000337 (Grantee)

3. Agreement Begin Date: Upon Execution	Date of Expiration: 9/30/2026
---	---

4. Project Number: 23PLN34 <i>(If different from Agreement Number)</i>	Project Location(s): Volusia County
Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for City of Holly Hill.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 75,000.00	☐ State ☒ Federal	197-H 23	\$ 75,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 75,000.00

6. Department's Grant Manager Name: Charles Neuhauser or successor Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-2138 Email: Charles.Neuhauser@FloridaDEP.gov	Grantee's Grant Manager Name: Steven Juengst or successor Address: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, Florida 32117 Phone: (386) 248-9425 Email: jforte@hollyhillfl.org
--	--

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

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☒ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☒ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	SLFRP0125	
Federal Award Date to Department:	2/6/2023	
Total Federal Funds Obligated by this Agreement:	\$75,000	
Federal Awarding Agency:	U.S. Department of Treasury	
Award R&D?	☐ Yes ☒ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Holly Hill

GRANTEE

By _____
(Authorized Signature) Date Signed

Joseph Forte

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Eddy Bouza, Program Management Director

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Charles Neuhauser

DEP QC Reviewer, Christina Rouslin

Grantee may add additional signatures below, if needed.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

Attachment 1

2 of 13

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

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.

Attachment 1

3 of 13

- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

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

Attachment 1

4 of 13

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

12. Insurance.

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

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

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

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

Attachment 1

8 of 13

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

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

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

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

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

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

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- i. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

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

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

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

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

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

Attachment 1

11 of 13

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23PLN34**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is City of Holly Hill Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

Attachment 2

1 of 3

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

Subcontracting is not permitted under this Agreement.

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

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

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23PLN34**

ATTACHMENT 3

PROJECT TITLE: City of Holly Hill Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in the City of Holly Hill within Volusia County, Florida.

PROJECT DESCRIPTION:

The City of Holly Hill (Grantee) will complete the City of Holly Hill Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.).

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

Deliverables: The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 2: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **2.1:** A technical report to outline the data compiled and findings of the gap analysis;

- **2.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **2.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 3: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **3.1:** A draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **3.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 4: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **4.1:** An updated draft Vulnerability Assessment report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **4.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 5: Identify Focus Areas

Description: The Grantee will identify focus areas, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **5.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;

- **5.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **5.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **5.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 6: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **6.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **6.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **6.4:** A signed Vulnerability Assessment Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	\$3,000	\$0	\$3,000	Upon Execution	6/30/2026
2	Acquire Background Data	Contractual Services	\$12,500	\$0	\$12,500	Upon Execution	6/30/2026
3	Exposure Analysis	Contractual Services	\$5,000	\$0	\$5,000	Upon Execution	6/30/2026
4	Sensitivity Analysis	Contractual Services	\$7,000	\$0	\$7,000	Upon Execution	6/30/2026
5	Identify Focus Areas	Contractual Services	\$7,500	\$0	\$7,500	Upon Execution	6/30/2026
6	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$40,000	\$0	\$40,000	Upon Execution	6/30/2026
Total:			\$75,000	\$0	\$75,000		

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

Attachment 4

1. Public Records.

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

Attachment 5

2 of 6

By Mail:

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

3 of 6

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A	Original Agreement	U.S. Department of Treasury	SLFRP0125	\$75,000.00	197-H23
Federal Program B					

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

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

Attachment 5, Exhibit 1
5 of 6

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$75,000.00
-------------	-------------

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

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Attachment 5, Exhibit 1
6 of 6

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

ATTACHMENT 8

Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

Attachment 8

1 of 6

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

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

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Attachment 8

2 of 6

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

Attachment 8

3 of 6

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Attachment 8

4 of 6

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

Attachment 8

5 of 6

workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
 - ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
 - iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
 - v. Whether the project has completed a labor agreement.
3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 23PLN34

CITY OF HOLLY HILL COMPREHENSIVE VULNERABILITY ASSESSMENT

City of Holly Hill

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Exhibit F, DEP Agreement # 23PLN34
Page 1

6/30/2023

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 23PLN34

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 23PLN34

11/19/2021

Page 1 of 1

Attachment: Exhibit A - Comprehensive Vulnerability Assessment Grant Agreement For Execution (2023-R-41 : Budget Resolution for FY2023

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN34

Project Title: City of Holly Hill Comprehensive Vulnerability Assessment

Grantee: City of Holly Hill

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 23PLN34

Project Title: City of Holly Hill Comprehensive Vulnerability Assessment

Grantee: City of Holly Hill

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	☒	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

Exhibit I

1 of 3

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM (PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Name of Common Carrier or contracted carrier is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

Exhibit "B"

FY 2022 - 2023 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2022 - 2023	REVENUE	EXPENSE	VARIANCE
460- Stormwater Fund	\$ 75,000.00	\$ 75,000.00	\$ -
TOTAL ALL FUNDS	\$ 75,000.00	\$ 75,000.00	\$ -

Attachment: Exhibit B - Budget Resolution FDEP Grant (2023-R-41 : Budget Resolution for FY2023 Resiliency Grant FDEP)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: August 8, 2023
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Proposal from Mead & Hunt, Inc., to Provide a Vulnerability Assessment on Behalf of the City of Holly Hill in the Amount of \$75,000, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-42
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has received a Resiliency Grant from the State of Florida Department of Environmental Protection (FDEP) for a Comprehensive Vulnerability Assessment. The approved budget for this project is \$75,000, in which 100% is reimbursable.

This study will be for the acquisition of background data for critical and regionally significant asset inventory, topographic data and flood scenario-related data. Further assessments will include exposure analysis, sensitivity analysis, the identification of focus areas. A final assessment report, map and tables will be submitted to FDEP to satisfy the requirements of the grant.

The City of Holly Hill has an active continuing services agreement with Mead & Hunt, Inc., for professional engineering services. They have considerable experience performing vulnerability assessments and have submitted a proposal for this project. The amount of the proposal is \$75,000 and 100% reimbursable through the grant funding. The executed continuing services between the City of Holly Hill and Mead & Hunt, Inc., is included under “Exhibit A”. The proposal from Mead & Hunt, Inc., is included under “Exhibit B”.

FISCAL ANALYSIS:

This project has been proposed by Mead & Hunt, Inc., at a cost of \$75,000. The Resiliency Grant will reimburse 100% of costs up to \$75,000. As such, there will be no direct cost to the City. A budget modification has been brought to the City Commission as part of a separate item in order to ensure that this project can be funded until reimbursements are received.

STAFF RECOMMENDATION:

Approve the proposal from Mead & Hunt, Inc., to provide a vulnerability assessment on behalf

of the City of Holly Hill in the amount of \$75,000, and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE PROPOSAL FROM MEAD AND HUNT, INC., TO PROVIDE A VULNERABILITY ASSESSMENT ON BEHALF OF THE CITY OF HOLLY HILL IN THE AMOUNT OF \$75,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Mead & Hunt Executed Services Agreement (PDF)
- Exhibit B - Mead & Hunt Vulnerability Assessment Proposal (PDF)

Resolution No. 2023-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROPOSAL FROM MEAD & HUNT, INC., TO PROVIDE A VULNERABILITY ASSESSMENT ON BEHALF OF THE CITY OF HOLLY HILL IN THE AMOUNT OF \$75,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A PROPOSAL FROM MEAD & HUNT INC. TO PROVIDE A VULNERABILITY ASSESSMENT ON BEHALF OF THE CITY OF HOLLY HILL IN THE AMOUNT OF \$75,000; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is the recipient of a Resiliency Grant with the Florida Department of Environmental Protection for a Vulnerability Assessment in the amount of \$75,000; and

WHEREAS, Mead & Hunt. Inc., is a continuing services consultant for engineering projects in the City of Holly Hill and have experience performing vulnerability studies; and

WHEREAS, the City received a proposal from Mead & Hunt, Inc.. to provide the vulnerability study at a cost of \$75,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Commission of the City of Holly Hill approves an agreement with Mead & Hunt Inc. to perform this vulnerability assessment in the amount of \$75,000, and authorize the City Manager to execute the same.

SECTION 2. EFFECTIVE DATE. That this Resolution shall take effect immediately upon its adoption.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

APPROVED AND AUTHENTICATED on this 8th day of AUGUST, 2023.

**Professional Design/CEI Services for Roadways, Stormwater and Utilities Projects
(RFQ) #22-PW-01**

THIS AGREEMENT is made and entered into this **25 day of January, 2022**, by and between **Mead and Hunt Inc**, duly authorized to conduct business in the State of Florida and whose address is 4401 Eastport Parkway, Port Orange, FL 32127, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #22-PW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award with two (2) one year extension options which may be exercised at the sole discretion of the City Manager.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Consultant:

David King, Vice President, (Name, Title)
Mead & Hunt (Company)
4401 Eastport Park Way (Address)
Port Orange, FL 32127 (City, State, Zip)
386-337-3273 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

Valerie Manning

WITNESSES:

Hernandez

D. Pijott

CITY OF HOLLY HILL

Joseph Forte
Joseph Forte, City Manager

Dated: 8-1-2022

FIRMS

By: David King, Vice President

Dated: July 18, 2022

Approved by the City Commission of
Holly Hill at a meeting held on this 25th
day of January, 2022 under
Agenda Item No. 8 (3) Consent Agenda.

Mead & Hunt Inc.
City of Holly Hill
General Engineering Consultant RFQ #22-PW-01
Hourly Rate Schedule

Contract Position Title	M&H Internal Billing Title	Raw Hourly Labor Rate	Multiplier	Loaded Hourly Labor Rate
Principal Engineer (Project Director)	Senior Associate, Principal	\$ 102.98	280.16%	\$ 288.51
Project Manager	Senior Client/Project Manager	\$ 86.73	280.16%	\$ 242.98
Senior Project Engineer	Senior Project Engineer	\$ 74.16	280.16%	\$ 207.77
Project Engineer	Engineer IV/Senior Engineer	\$ 61.46	280.16%	\$ 172.19
Senior Designer (CADD)	Senior Engineering Technician	\$ 55.62	280.16%	\$ 155.82
Project Administrator (CEI)	Engineering Technician IV	\$ 46.84	280.16%	\$ 131.23
Engineering Intern	Engineer I/II/III	\$ 40.65	280.16%	\$ 113.89
Designer (CADD)	Engineering Technician III	\$ 34.63	280.16%	\$ 97.02
GIS Technician	Engineering Technician III	\$ 34.63	280.16%	\$ 97.02
Senior Inspector (CEI)	Engineering Technician III	\$ 33.24	280.16%	\$ 93.13
Inspector (CEI)	Engineering Technician II	\$ 28.56	280.16%	\$ 80.01
Administrative Support	Admin Assistant	\$ 25.63	280.16%	\$ 71.81

Notes:

1. Audited multiplier per audit for fiscal year ending October 31, 2020 is 268.16%.
2. FY2020 audited rate was lower than previous years due to lower expenses caused by COVID.
3. Raw hourly labor rate range based on current staffing and salaries as of December 13, 2021.
4. Raw hourly rates and multiplier are subject to annual adjustments.
5. This schedule is effective between January 1, 2022 and December 31, 2022.

Expenses:

Out-of-Pocket Direct Job Expenses (subconsultants, reproduction, postage, permit application fees, etc.) = Actual Cost + 5%

Travel:

Company/Personal Car Mileage (work required to be performed out of Volusia County) = IRS rate per mile

Billing:

Invoicing will be on a monthly basis for work performed.



July 31, 2023

Antoine Khoury, P.E.
Public Works Director
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org

Subject: Vulnerability Assessment

Dear Antoine,

Attached please find the revised proposal for this project which was revised to agree with the scope of work and schedule in the FDEP grant agreement recently received by the City.

If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad T. Blais.

Brad T. Blais, P.E.
Vice President/Client Manager

A blue ink signature of David A. King.

David A. King, P.E.
Vice President

BTB/DAK;bf

Attachment: Scope and Fee

cc: Steve Juengst, Holly Hill

Attachment: Exhibit B - Mead & Hunt Vulnerability Assessment Proposal (2023-R-42 : Vulnerability Assessment)

Antoine Khoury, P.E.
 July 31, 2023
 Page 2

**CITY OF HOLLY HILL
 SCOPE OF SERVICES
 FOR
 VULNERABILITY ASSESSMENT**

This Task Order is in conformance with the Professional Consultant Services Agreement for Professional Design/CEI Services for Roadways, Stormwater and Utilities Projects, RFQ #22-PW-01 dated January 25, 2022, between the City of Holly Hill (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The CITY has received a \$75,000 grant from the Florida Department of Environmental Protection (FDEP) to prepare a comprehensive vulnerability assessment (VA) in compliance with Section 380.093 of Florida Statutes. The CITY desires MEAD & HUNT to prepare the VA.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination and Invoicing

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 10-month project to develop and deliver the vulnerability assessment report.

Project Kick-Off Meeting

MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

Quality Assurance/Quality Control

MEAD & HUNT will implement a quality assurance and control process which includes the independent technical review of the project technical work products before its submission to the CITY.

Antoine Khoury, P.E.

July 31, 2023

Page 3

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary
- Monthly Invoices

PHASE 2 – Vulnerability Assessment

Upon receipt of Notice to Proceed from the CITY, MEAD & HUNT will complete the following work tasks per Attachment 3 of the FDEP Funding Agreement:

- Acquisition of Background Data
- Exposure Analysis
- Sensitivity Analysis
- Identification of Focus Areas
- VA Report

Deliverables – Per Attachment 3 of the FDEP Funding Agreement

A draft VA will be submitted to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a draft VA review meeting to review the CITY's comments on the draft VA. Comments received will be incorporated into the final VA.

Deliverables – Vulnerability Assessment

- Draft Vulnerability Assessment
- Final Vulnerability Assessment

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Funding Assistance (CITY to provide)

SCHEDULE

MEAD & HUNT estimates the work included in this task order will be completed in accordance with the following schedule assuming the Notice to Proceed is received in August:

Antoine Khoury, P.E.
 July 31, 2023
 Page 4

Phase/Task	Duration to Complete	Starting Upon
Phase 1 – Project Management	10 months	Receipt of Notice to Proceed
Phase 2 – Vulnerability Assessment		
Draft VA	8.5 months	Receipt of Notice to proceed
CITY Review	15 days	Submittal of Draft VA
Final Vulnerability Assessment	1 month	Receipt of CITY comments on Draft VA

COMPENSATION

The not-to-exceed cost for this Scope of Services is \$75,000 based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	\$7,500	Lump Sum
Phase 2 – Vulnerability Assessment	\$67,500	Lump Sum
TOTAL	\$75,000	

The scope of services and compensation stated in this proposal are valid for a period of thirty days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: CITY OF HOLLY HILL

Approved by: MEAD & HUNT, INC.

By:

By:

Name:

Name: Brad T. Blais, P.E.

Title:

Title: Vice President/Client Manager

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date:

Date: July 31, 2023

Antoine Khoury, P.E.

July 31, 2023

Page 5

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, cityclerk@hollyhillfl.org.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: August 8, 2023
FROM: Joseph Forte
SUBJECT: SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pensions and Retirement), Article III – Firefighters Retirement System, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for the Holly Hill Firefighters Retirement System to Provide Disability Retirement Benefits for Cancer Diagnoses Pursuant to Section 112.1816 of the Florida Statutes; Providing for a Repealer; Providing for a Savings Clause; Providing for Codification; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-O-3062
APPLICANT:
PLANNER:

DISCUSSION:

Chapter 2019-021, Laws of Florida, amended the Florida Statutes to provide a conclusive presumption of disability upon a diagnosis of one or more of the 21 cancers identified therein. An ordinance amendment is necessary to adopt the provisions of Chapter 2019-021, Laws of Florida, codified at Section 112.1816 of the Florida Statutes, into the Holly Hill ordinances governing the Firefighters Retirement System.

FISCAL

ANALYSIS:

No impact to the budget.

STAFF

RECOMMENDATION:

To approve the second and final reading of the Ordinance as written.

COMMISSION

GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

TO APPROVE THE ATTACHED ORDINANCE AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT), ARTICLE III - FIREFIGHTERS RETIREMENT SYSTEM.

HISTORY:

07/25/23

City Commission

APPROVED AT 1ST READING

Next: 08/08/23

Mayor Via opened public participation. No one spoke.

Ordinance No. 2023-3062

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT), ARTICLE III – FIREFIGHTERS RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE HOLLY HILL FIREFIGHTERS RETIREMENT SYSTEM TO PROVIDE DISABILITY RETIREMENT BENEFITS FOR CANCER DIAGNOSES PURSUANT TO SECTION 112.1816 OF THE FLORIDA STATUTES; PROVIDING FOR A REPEALER; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT), ARTICLE III - FIREFIGHTERS RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE HOLLY HILL FIREFIGHTERS RETIREMENT SYSTEM TO PROVIDE DISABILITY RETIREMENT BENEFITS FOR CANCER DIAGNOSES PURSUANT TO SECTION 112.1816 OF THE FLORIDA STATUTES; PROVIDING FOR A REPEALER; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Firefighters work in inherently dangerous situations, are exposed to many different carcinogens, and the incidence of cancer among firefighters appears to be higher on average than other occupations; and

WHEREAS, the Board of Trustees of the Holly Hill Firefighters Retirement System is vested with the sole and exclusive administration of and responsibility for the proper operation of the system; and

WHEREAS, Chapter 2019-021, Laws of Florida, amended the Florida Statutes to provide a conclusive presumption of disability upon a diagnosis of one or more of the 21 cancers

identified therein; and

WHEREAS, an ordinance amendment is necessary to adopt the provisions of Chapter 2019-021, Laws of Florida, codified at Section 112.1816 of the Florida Statutes, into the Holly Hill ordinances governing the Firefighters Retirement System; and

WHEREAS, the City Commission has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein; now, therefore,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That Section 42-68 of the Code of Ordinances of the City of Holly Hill, Florida is hereby amended as follows:

Sec. 42-68. - Disability.

* * *

(b) *In-line of duty presumptions.*

(1) *Presumption.*

* * *

(2) *Additional presumption.* The presumption provided for in this subsection (2) shall apply only to those conditions described in this subsection (2) that are diagnosed on or after January 1, 1996.

* * *

(3) Non-rebuttable conclusive cancer presumption. The provisions of F.S. § 112.1816, as amended, are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees shall adopt uniform administrative rules for the conduct of hearings relating to this presumption and for the determination of any disqualifying events as reflected in the statute.

SECTION 2. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, all charter sections or parts of sections, and all resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 3. If any word, phrase, clause, subsection or section of this ordinance be for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

SECTION 4. That codification of this Ordinance in the City Code of Ordinances is hereby authorized and directed.

SECTION 5. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 8th day of AUGUST, 2023 for second and final reading.