

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • DECEMBER 13, 2022

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 - November 22, 2022 Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 5)

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 -2022-R-94 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing as a Sole Source Provider; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 2. Resolution -2022-R-95 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Sole Source Purchase of Two (2) Discflo Pumps at the Water Treatment Plant from Gerber Pumps International, Inc. (GP), and Authorizing the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.
(Requested by Susan Lincoln, Finance)
- 3. 2022-2023 VOCA Agreement Victims of Crime Act (VOCA) VOCA-2022-2023 Holly Hill Police Department
(Requested by Jeff Miller, Police)
- 4. FDOT Grant - 2023 Speed / Aggressive Driving Enforcement Program Project Number : SC-2022-00050 FDOT Contract Number : G2E49
(Requested by Jeff Miller, Police)
- 5. Edward Byrne Memorial Justice Assistance Grant - Direct - JAGDD-8C033: 2022-2023 HANDHELD RADAR PROJECT
(Requested by Jeff Miller, Police)

5. REGULAR AGENDA

1. Resolution -2022-R-96 A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing Two Members to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Members; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

2. Resolution -2022-R-97 A Resolution of the City of Holly Hill, Florida, Appointing Two Members to the Police Pension Fund Board of Trustees; Setting Forth the Term and Expiration Dates for Said Members; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

3. Request for Lien Reduction - 1117 Flomich Avenue

(Requested by Joseph Forte, City Manager)

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 -2022-O-3058 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from B-4 (Highway Business District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)

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**

**City Commission
Agenda Item**

3.1

MEETING DATE: December 13, 2022
FROM: Valerie Manning
SUBJECT: Minutes - November 22, 2022 Regular City Commission Meeting
NUMBER: (ID # 3967)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from November 22, 2022 regular City Commission meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - November 22, 2022 Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • NOVEMBER 22, 2022

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

Mayor Via asked for a motion to excuse Commissioner Currie from the meeting tonight due to a family emergency.

*Commissioner Penny made a motion to **EXCUSE COMMISSIONER CURRIE FROM THE CITY COMMISSION MEETING TONIGHT DUE TO A FAMILY EMERGENCY**, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 4-0.

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Excused	
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.

2. PUBLIC COMMENTS

None.

3. APPROVAL OF MINUTES

1.

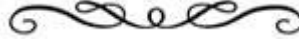
Minutes - November 8, 2022 Regular City Commission Meeting, Installation/Swearing-In Ceremony of Unopposed Elected Officials

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 22nd day of November, 2022, in Holly Hill



4. **CONSENT AGENDA - ITEMS (1 - 4)**

Mayor Via asked if any member of the audience wished to speak to any item on the Consent Agenda or if any member of the Commission wished to speak on or pull an item.

Heidi Heller, Holly Hill spoke about Item No. 4, Resolution 2022-R-93.

There was no one else from the audience to speak on any item on the Consent Agenda.

1. -2022-R-90 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Cooperative Agreement with Tetra-Tech, Inc., to Provide Disaster Public Assistance Consulting Services for Hurricane Ian in an Amount Not to Exceed \$160,000, and Authorizing 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:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Danio, Johnson
EXCUSED:	Currie

RESOLUTION 2022-R-90

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A COOPERATIVE AGREEMENT WITH TETRA-TECH, INC., TO PROVIDE DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES FOR HURRICANE IAN IN AN AMOUNT NOT TO EXCEED \$160,000, 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 A COOPERATIVE AGREEMENT WITH TETRA-TECH, INC., TO PROVIDE DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES FOR HURRICANE IAN IN AN AMOUNT NOT TO EXCEED \$160,000, AND

AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires a contractor to provide disaster public assistance consulting to assist in the recovery of expenditures from Hurricane Ian; and

WHEREAS, Tetra-Tech has an active agreement with Volusia County for disaster public assistance consulting services which allows for cooperative purchasing agreements; and

WHEREAS, the City is currently contracted with Tetra-Tech to provide debris monitoring services and has benefited from using Tetra-Tech for public assistance consulting services during Hurricane Irma.

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 cooperative purchasing agreement with Tetra-Tech, Inc., to provide disaster public assistance consulting services for Hurricane Ian in an amount not to exceed \$160,000, 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 22nd day of NOVEMBER, 2022.

Enacted and approved this 22nd day of November, 2022, in Holly Hill



2. -2022-R-91 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Hall & Ogle, Inc., to Provide Construction Plans and CEI Services for the New Fire Station Project in the Amount of \$228,900; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION**2022-R-91**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HALL & OGLE, INC., TO PROVIDE CONSTRUCTION PLANS AND CEI SERVICES FOR THE NEW FIRE STATION PROJECT IN THE AMOUNT OF \$228,900; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HALL & OGLE, INC., TO PROVIDE CONSTRUCTION SERVICES FOR THE NEW FIRE STATION PROJECT IN THE AMOUNT OF \$228,900; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City approved the city's continuing services architect, Hall & Ogle, Inc., to provide a schematic design package for the new fire station project; and

WHEREAS, staff desires to proceed with the construction services for the new fire station project; and

WHEREAS, Hall & Ogle, Inc., has submitted a proposal for construction services; and

WHEREAS, the scope of services for construction services includes construction document services, bidding/contractor selection, and construction administration.

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 does hereby authorize the City Manager to enter into an agreement with Hall & Ogle, Inc., to provide construction services for the new fire station project in the amount of \$228,900.00.

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 22nd day of NOVEMBER,

2022.

Enacted and approved this 22nd day of November, 2022, in Holly Hill



3. -2022-R-92 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2022-2023 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

2022-R-92

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2022-2023 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2022-2023 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of chemicals for water and wastewater treatment; and

WHEREAS, the City has secured pricing agreements utilizing various procurement methods as permitted under the City's purchasing guidelines; and

WHEREAS, 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.); and

WHEREAS, By Policy 2.24 section F of the Holly Hill purchasing policy manual; "Standardization procurement is exempt from bidding procedures"; and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2022-2023 supply of water and wastewater treatment chemicals for the Public Works Department.

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

SECTION 1. That the City Commission does hereby approve price agreements for the purchase of the Fiscal Year 2022-23 supply of water and wastewater treatment chemicals for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

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 22nd day of NOVEMBER, 2022.

Enacted and approved this 22nd day of November, 2022, in Holly Hill



4. -2022-R-93 Resolution

A Resolution of the City of Holly Hill, Florida, Waiving Formal Bidding for Retaining Entertainment, Goods and Services for Events at Pictona; Providing for Terms and Conditions of Retaining, Managing and Compensating Events; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

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

RESOLUTION**2022-R-93**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVING FORMAL BIDDING FOR RETAINING ENTERTAINMENT, GOODS AND SERVICES FOR EVENTS AT PICTONA; PROVIDING FOR TERMS AND CONDITIONS OF RETAINING, MANAGING AND COMPENSATING EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVING FORMAL BIDDING FOR RETAINING ENTERTAINMENT, GOODS AND SERVICES FOR EVENTS AT PICTONA; PROVIDING FOR TERMS AND CONDITIONS OF RETAINING, MANAGING AND COMPENSATING EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill (City) has the right to utilize the Pictona facilities pursuant to a Second Amendment to the Pictona Management Agreement between the City and Pictona of Holly Hill, Inc.; and

WHEREAS, the City entered into a contract with Rick Hamilton, as the Director of City Events, to provide assistance to the City in retaining entertainment, goods and services, and managing the City's non-tournament events at Pictona; and

WHEREAS, each entertainer and each event is unique and who the City retains will take into consideration such uniqueness, which is not suitable for competitive bidding; and

WHEREAS, these events will mainly occur on weekends and it is customary in the entertainment industry for the services to be compensated immediately after the performance or event ends; and

WHEREAS, the City needs to develop a payment procedure for these events that

accommodates the payment for services in a timely manner while also protecting the City's interest.

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves the following for retaining entertainers and managing events at Pictona:

- 1) The City purchasing policy is hereby waived so that entertainers and ancillary providers of goods and services can be retained through negotiation without regard to the cost being the primary reason for decision making.
- 2) The City Manager has the authority to delegate to the Director of City Events, the ability to negotiate and retain entertainment on behalf of the City pursuant to the waiver authorized in (1) above.
- 3) The City Manager is hereby directed to establish a payment policy to timely pay for the entertainment and services at events consistent with industry practice that also protects the City's interest. This may include the Director of City Events approving the goods and services received and authorizing payment.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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 22nd day of NOVEMBER, 2022.

Enacted and approved this 22nd day of November, 2022, in Holly Hill



5. REGULAR AGENDA - NONE

None.

6. PUBLIC HEARINGS

1. -2022-O-3058 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from B-4 (Highway Business District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)

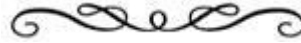
Brian Walker, City Planner briefly went over the staff report that was included in the agenda packet pertaining to Blue Penguin Car Wash Planned Development Rezone located at 1885 N. Nova Road. The subject property is zoned B-4 (Highway Business District) and has a future land use of General Commercial. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order for the contract purchaser to develop an automated car wash with the usual associated activities. The property is currently the location of an abandoned commercial building on the west, at the corner of Nova Road and Flomich Street, and a 1,230 square foot house built in 1955, on the east, at the corner of Flomich Street and Sunset Lane. The existing buildings will be demolished. The development of the property will be guided by a development agreement that list the permitted uses as well as development standards such as enhanced buffers and landscaping.

Mike Lucido, ECP Partners was present on behalf of the developer and Blue Penguin. He briefly went over the project with the Mayor and Commissioners and mentioned that they have been working on this project for approximately two years. Mr. Lucido was present to answer any questions they may have had.

Darren Eyre, P.E., Thomas Engineering Group spoke briefly in regards to the engineering portion of the project.

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS] Next: 12/13/2022 6:00 PM
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Danio, Johnson
EXCUSED:	Currie



7. COMMUNICATIONS

A. City Manager Comments

Mr. Forte informed the Mayor and Commissioners that he sent the proof back for the Veterans Memorial moment; things are moving forward with that. Mr. Forte wished everyone a Happy Thanksgiving.

B. City Attorney Comments

Attorney Simpson wished everyone a Happy Thanksgiving.

C. City Commission Comments

The Commissioners wished everyone a Happy Thanksgiving and asked if they could please keep Commissioner Currie's family in their prayers.

Commissioner Penny spoke about the Grand Opening for Pictona 2.

Commissioner Danio mentioned the Grand Opening as well, thought it was good but thought maybe a bigger crowd would have been present for the concert part.

Commissioner Johnson spoke about the TPO, and the Pictona 2 Grand Opening.

D. Mayor's Comments

Mayor Via enjoyed the Grand Opening of Pictona 2; reminded everyone about the upcoming Christmas Tree Lighting Ceremony on Friday, Dec. 2nd and the parade the following morning. Mayor Via briefly spoke about the Governor and getting help for the coastal areas of the County and a letter that the County sent so that the cities didn't have to.

8. ADJOURNMENT

The meeting adjourned at approximately 6:40 PM.



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

**City Commission
Resolution**

4.1

MEETING DATE: December 13, 2022
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing as a Sole Source Provider; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-94
APPLICANT:
PLANNER:

DISCUSSION:

The laboratories of the Water Treatment Plant and the Waste Water Treatment Facility are required by the various permitting agencies governing the operations of the water and waste water plants to perform a multitude of samples and tests verifying compliance and meeting regulatory and operational thresholds.

Many tests are required to be sent to an accredited laboratory to be completed and Pace Analytical Services, Inc. is the only such laboratory in our area within a 40 miles radius that is required to meet the shelf life of the samples (tests must be completed within 6 hours). Therefore, the services provided and considered sole source as permitted under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual.

*Pace is the only vendor that will produce the desired results within the restricted time frame.

*Pace is the only vendor available within the restricted time frame.

*Although other testing companies provide this service, due to the time restrictions required for testing, Pace is the only vendor suited to provide this service.

The estimated annual amount for services provided is \$32,889.00 for the waste water laboratory and \$12,808.00 for the water laboratory. This purchase is not to exceed \$47,697.00 or the budgeted approved FY 22-23 budget.

FISCAL ANALYSIS:

This is a budgeted expenditure in the professional services accounts of the water and waste water utility funds.

STAFF RECOMMENDATION:

Approve the Resolution and authorize the City Manager to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests required for 2022-2023 FY.

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 RESOLUTION AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ISSUED PURCHASE ORDERS WITH PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER.

ATTACHMENTS:

- Pace Analytical 40 Mile Radius (PDF)
- PACE Increase Letter (PDF)
- PACE Quotes (PDF)
- Pace Pricing Guide (PDF)

Resolution No. 2022-94**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill's Water Treatment Plant and Wastewater Treatment Facility must perform certain tests in order to meet operational requirements required by various regulatory and permitting agencies; and

WHEREAS, Pace Analytical Services, Inc., is the only such laboratory in our area within 40 miles radius that is needed to meet the shelf life of the samples (tests must be completed within 6 hours); and

WHEREAS, The services provided by Pace Analytical Service, Inc are considered sole source as permitted under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual; and

WHEREAS, The estimated annual amount for services provided is not to exceed \$47,697.00; and

WHEREAS, The services are being provided and considered sole source due to the shelf life of the samples (tests must be completed within 6 hours). Therefore, the services provided and considered sole source as allowed under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual.

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

SECTION 1. That Pace Analytical Services, Inc., is hereby determined to qualify as a sole source contractor pursuant to the City's Code of Ordinances and the City Manager is authorized to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests as required in an annual amount not to exceed \$47,697.00.

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 13th day of DECEMBER, 2022.



10/15/19

City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Dear Sir or Madam,

Pace Analytical Services, LLC is the only local environmental laboratory within a 40-mile radius that can handle drinking water and wastewater testing needs for the City of Holly Hill. Pace values the City of Holly Hill as a client and is sensitive to the City's budget. Pace's Sales Manager has not raised any of the City's analytical prices in over five years.

For the 2020 fiscal year, we will not raise any of the analytical prices again.

Regards,

A handwritten signature in black ink, appearing to read "Craig Bennett".

Craig Bennett
General Manager

386-672-5668
Craig.Bennet@pacelabs.com
8 East Tower Circle, Ormond Beach, FL 32174

PACELABS.COM



June 9, 2022

Valued Partner:

Thank you for your business, support, and trust in Pace, particularly over the last two years. Together, our industry remained open, as an essential service, and our team is Pace Proud to have done our part in supporting your needs during periods of economic and medical uncertainty.

Over the last decade, our respective industries have experienced significant downward pricing pressures. To help manage through these changes, we have invested in R&D, automation and technology to reduce costs. Unfortunately, more recent events have seen persistent and unbudgeted increases in labor, supplies, and other operating expenses that outstrip what we have been able to offset. Although we have absorbed many of these costs through our sustainability efforts, the now historic increases make it challenging.

To help with the rising costs we have already felt, effective June 15, 2022, Pace will implement an 8.6% Inflationary Surcharge on all invoices.

If we are operating under a signed contract that specifically addresses changes, adjustments, or modifications we would like to schedule a meeting to discuss this update. Should you have a question related to your specific contract, please reach out to your Account Executive or local General Manager with a copy of our agreement and we will work together to review the specifics as it relates to this notification.

The changes we all are experiencing are dynamic, unplanned and stressful. Pace remains committed to support your success as a partner through these challenging times and wants to work with you to address the realities we are all forced to face.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Kutsko'.

Greg Kutsko

Director of Commercial Operations

Pace Analytical Services, Inc.
ANALYTICAL SERVICE
COST PROPOSAL



Contact Name:	Jerry Smith	PROPOSAL NO.:	16-0120	Page 1 of 4
Company:	City of Holly Hill	PROPOSAL DATE:	October 1, 2021	
Address:	453 LPGA Boulevard	Turnaround Time:	Standard	
	Holly Hill, FL 32117	Sample Arrival Date:		
Phone No.:	(386) 248-9463	Schedule: Firm:		Tentative: X
Fax No.:	(386) 248-9499	Duration:		

Project Name/Description: **Annual Budget**

PARAMETERS	Methods	Matrix	No. of Samples			Unit Cost	Subtotal
			Sample	Field QC	Total		
Industrial Pretreatment	Multiple	WW	3		3	\$ 940.00	\$ 2,820.00
Effluent Analysis	Multiple	WW	1		1	\$ 1,911.00	\$ 1,911.00
Reclaimed Analysis	Multiple	WW	1		1	\$ 1,911.00	\$ 1,911.00
Bioassay	Multiple	WW	4		4	\$ 2,500.00	\$ 10,000.00
Crypto/Giardia	Multiple	WW	2		2	\$ 750.00	\$ 1,500.00
503 Sludge + 7 Fecal MPN	Multiple	WW	6		6	\$ 745.00	\$ 4,470.00
TKN, NOX, TP	Multiple	WW	64		64	\$ 65.00	\$ 4,160.00
8015 Alcohols	8015	WW	25		25	\$ 100.00	\$ 2,500.00
Single Metal	Multiple	WW	76		76	\$ 15.00	\$ 1,140.00
WELL MONITORING	Multiple	WW	4		4	\$225.00	\$ 900.00
Environmental Disposal Charge	Multiple	WW	58		58	\$ 12.00	\$ 696.00
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
Sample Kit Charge							N/C
Kit Shipping Charge							N/C
Rapid Turnaround Charge ()							
TOTAL							\$ 32,008.00

Comments: See attached Proposal Notes and Terms & Conditions

Prepared by: **Brad Smith**

ORMOND BEACH:

8 East Tower Circle
Ormond Beach, FL 32174
phone: 386-672-5668
fax: 386-673-4001

Tampa Lab & Service Center

1209 Tech Blvd., Suite 207
Tampa, FL 33619
phone: 813-837-6705
fax: 813-627-0582

Pace Analytical Services, Inc.
ANALYTICAL SERVICE
COST PROPOSAL



Contact Name: Jerry Smith	PROPOSAL NO.: 16-0120	Page 1 of 4
Company: City of Holly Hill	PROPOSAL DATE: October 1, 2021	
Address: 453 LPGA Boulevard	Turnaround Time: Standard	
Holly Hill, FL 32117	Sample Arrival Date:	
Phone No.: (386) 248-9463	Schedule: Firm: Tentative: X	
Fax No.: (386) 248-9499	Duration:	

Project Name/Description: **Annual Budget**

PARAMETERS	Methods	Matrix	No. of Samples			Unit Cost	Subtotal
			Sample	Field QC	Total		
BacT	Multiple	DW	200		200	\$ 30.00	\$ 6,000.00
TTHM/HAA5	Multiple	DW	5		5	\$ 612.00	\$ 3,060.00
Well Field	Multiple	DW	4		4	\$ 173.00	\$ 692.00
Flouride Split	Multiple	DW	24		24	\$ 34.00	\$ 816.00
Odor	Multiple	DW	10		10	\$ 27.50	\$ 275.00
Nitrate/Nitrite	Multiple	DW	4		4	\$ 56.00	\$ 224.00
Miscellaneous	Multiple	DW	57		57	\$ 12.00	\$ 684.00
					0		\$ -
					0		\$ -
					0		\$ -
					0		\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
Sample Kit Charge							N/C
Kit Shipping Charge							N/C
Rapid Turnaround Charge ()							
TOTAL							\$ 11,751.00

Comments: See attached Proposal Notes and Terms & Conditions

Prepared by: **Brad Smith**

ORMOND BEACH:
 8 East Tower Circle
 Ormond Beach, FL 32174
 phone: 386-672-5668
 fax: 386-673-4001

ANY CHANGES?

Tampa Lab & Service Center
 1209 Tech Blvd., Suite 207
 Tampa, FL 33619
 phone: 813-837-6705
 fax: 813-627-0582



John Dally <jdally@hollyhillfl.org>

Fwd: Holly Hill WWTP 2023 Pricing Guide - Pace

1 message

Stacie Panciello <spanciello@hollyhillfl.org>
 To: John Dally <jdally@hollyhillfl.org>

Thu, Dec 1, 2022 at 8:00 AM

----- Forwarded message -----

From: **Becki Day** <becki.day@pacelabs.com>
 Date: Wed, Nov 30, 2022 at 3:29 PM
 Subject: Holly Hill WWTP 2023 Pricing Guide - Pace
 To: sjuengst@hollyhillfl.org <sjuengst@hollyhillfl.org>
 Cc: spanciello@hollyhillfl.org <spanciello@hollyhillfl.org>, brad.smith@pacelabs.com <brad.smith@pacelabs.com>

Good afternoon,

Pursuant to your request, Pace Analytical Services, Inc. is pleased to offer the attached pricing for Holly Hill WWTP Jan 1, 2023 - Dec 31, 2023.

Per the decision of our Director of Compliance Sales:

- Overall pricing has been raised 8.6%.
- Economic Price Adjustment Fee per invoice will go away.
- No Minimum Invoice Fee will be applied.
- No Minimum Work Order Fee will be applied.
- No Price increase of 7.5% after Jan 1, 2023

I know the rising cost is a challenge for us all. We would like to thank the City of Holly Hill for this opportunity to continue our relationship for years to come.

Please reach out to me Friday to step through the bullet points of this e-mail and ask any questions about the attached price guide. I will have the City's WTP price guide out to Andy and Steve tomorrow.



--
 Stacie Panciello, Wastewater Plant Operator/Laboratory Technician
 Department of Public Works
 City of Holly Hill
 453 LPGA Boulevard
 Holly Hill, FL 32117
 (386) 248-9463 (office)
 (386) 248-9499 (fax)
 spanciello@hollyhillfl.org
 www.hollyhillfl.org

00127426 - Holly Hill WWTP 2023 Pricing Guide 113022_V1 (1).pdf
 177K

Attachment: Pace Pricing Guide (2022-R-94 : Approval to Use Pace Analytical Services for WWTP & WTP Laboratory Services as a Sole Source



8 East Tower Circle
Ormond Beach, FL 32174
Phone: 386-672-5668
Fax: 386-673-4001

4.1.d

Pace® Analytical Services Pricing Information

Prepared for:

City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117
USA

Expiration Date:

12/30/2022

Key Pace Contacts:

Account Executive

Becki Day
becki.day@pacelabs.com

Pace Project Manager

Brad Smith
brad.smith@pacelabs.com
386-676-4805

Turn Around Time (TAT) Information

Standard TAT: 15 Business Days

- Turn Around Time (TAT) starts from the time of sample receipt and log in at the laboratory.
- Unless otherwise noted in the individual Product *Line Item Description*, the standard TAT is for routine environmental methods only.
- Some methods have a minimum prep time or other factors that may result in longer than standard TATs. These will be noted in the individual Product *Line Item Descriptions*.
- TATs could be impacted if an analysis is being conducted at a subcontract laboratory location. This will be noted in the individual Product *Line Item Descriptions*.
- Rush requests will be considered and evaluated based on capacity at the specified laboratory location. Rush approval will be communicated on a case-by-case basis.
- Please consult your Pace Analytical Account Executive and/or Project Manager for further details on non-standard TAT and for confirmation of rush availability.

Standard Charges

Minimum Lab Fee: Waived

Sample Disposal: \$6 Per Work Order/Invoice

Environmental: \$25 Per Work Order

Impact Fee:

EDD Requirements: PDF

Annual Pricing

Item #	Product	Method	Matrix	Line Item Description	Sales Price
Non-potable Water/Solids	Solids, Total (TS)	SM 2540B	Solid and/or Water		\$3.00
Non-potable		SM 9221C /	Solid and/or		



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Water/Solids	Fecal Coliform, Bacteria (MPN Solids only)	9221E	Water		\$139.00
Non-potable Water/Solids	Percent Moisture / Dry Weight (in soils)	ASTM D2216	Solid and/or Water		\$3.00
Solids	Nitrogen, Total Kjeldahl (TKN) (soil)	EPA 351.2	Solid Only		\$52.00
Waters	Nitrogen, Total Kjeldahl (TKN) (water)	EPA 351.2	Water Only		\$50.00
Non-potable Water/Solids	Nitrogen, Total	EPA 353.2 + 351.2	Solid and/or Water		\$90.00
Non-potable Water/Solids	Nitrogen, Nitrate+Nitrite (water)	EPA 353.2	Solid and/or Water		\$40.00
Solids	Nitrogen, Nitrite (soil)	EPA 353.2	Solid Only		\$20.00
Non-potable Water	Nitrogen, Nitrite (water)	EPA 353.2	Water Only		\$20.00
Non-potable Water/Solids	Nitrogen, Nitrate+Nitrite (soil)	EPA 353.2	Solid Only		\$90.00
Solids	Nitrogen, Nitrate+Nitrite (soil)	EPA 353.2	Solid Only		\$20.00
Non-potable Water	Nitrogen, Nitrate+Nitrite (water)	EPA 353.2	Water Only		\$20.00
Non-Potable Waters/Solids	Calculation Charge		Solid and/or Water		\$1.00
Solids	Phosphorus, Total (soil)	EPA 365.2	Solid Only		\$35.00
Non-potable Water	Phosphorus, Total (water)	EPA 365.4	Water Only		\$35.00
Non-potable Water	Solids, Total Dissolved (TDS)	SM 2540C	Water Only		\$28.00
Effluent Water	Solids, Total Dissolved (TDS) (Secondary Inorganics)	SM 2540C	Drinking Water		\$28.00
Non-potable Water/Solids	Chloride (soil)	EPA 9056A	Solid and/or Water		\$22.00
Waters	Sulfate (water)	EPA 300.0	Water Only		\$20.00
Effluent Waters	Fluoride (water)	EPA 300.0	Water Only		\$20.00
Effluent Water	Chloride (Secondary Inorganics)	EPA 300.0	Drinking Water		\$20.00
Non-potable Water/Solids	Volatile Organic Compounds (VOCs) -(Purgeable Organics) Wastewater TIC Search	EPA 624	Solid and/or Water	2-Chloroethylvinyl ether	\$5.00
Non-potable Water/Solids	Pesticides / PCBs (wastewater)	EPA 608	Solid and/or Water		\$157.00
Non-potable Water/Solids	Volatile Organic Compounds (VOCs) (water)	EPA 624	Solid and/or Water		\$290.00
Non-potable Water/Solids	Total Metals (water)	EPA 200.7 (ICP)	Solid and/or Water	Per Analyte	\$14.00
Solids	Total Metals (soil)	EPA 6010B (ICP)	Solid Only	Per Analyte	\$16.00
Non-potable	Total Metals (water)	EPA 6010/200.7	Solid and/or	Per Analyte	



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4.1.d

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Water/Solids		(ICP)	Water		
Solids	Total Metals (soil)	EPA 6010/200.7 (ICP)	Solid Only	Per Analyte	\$16.00
Non-potable Water/Solids	Total Metals (water)	EPA 200.8 (ICP/MS)	Solid and/or Water	Per Analyte	\$18.00
Solids	Total Metals (soil)	EPA 6020 (ICP/MS)	Solid Only	Per Analyte	\$20.00
Non-potable Water/Solids	Mercury (Hg) (water)	EPA 7470A	Solid and/or Water		\$74.00
Effluent Water	Mercury (Hg), Low Level (Water)	EPA 1631E	Water Only		\$223.00
Solids	Mercury (Hg), Low Level (Solid)	EPA 1631E	Solid Only		\$225.00
Non-potable Water/Solids	Oil & Grease, Water (Gravimetric)	EPA 1664	Solid and/or Water		\$74.00
Non-potable Water	Cyanide, Total (water)	EPA 335.4	Solid and/or Water		\$47.00
Effluent Water	Volatile Organic Compounds (VOCs) - Trihalomethanes only (drinking water)	EPA 524.2	Water Only		\$65.00
Non-potable Water/Solids	Miscellaneous		Solid and/or Water	Enterococci	\$84.00
Waters	Bacteria, Fecal Coliforms (Membrane Filtration) (water)	SM 9222D	Water Only	E.coli	\$85.00
Solids	Fecal Coliform, Bacteria (MPN Solids only)	SM 9221C / 9221E	Solid Only	E.coli	\$90.00
Non-potable Water	Miscellaneous		Water Only	Crypto & Giardia	\$1,395.00
Non-Potable Water	Miscellaneous		Water Only	Bioassay Multiple Fish/Bug	\$4,650.00
Non-Potable Water	Miscellaneous		Water Only	Bioassay Single Fish/Bug	\$2,790.00
Solids	pH (Corrosivity) (soil)	EPA 9045C	Solid Only		\$18.00
Solids	Polychlorinated Biphenyls (PCBs) (soil)	EPA 8082	Solid Only		\$149.00
Waters	Hardness, Total (water) (Calculation Only)	SM 2340B	Water Only		\$22.00
Waters	Alkalinity, as CaCO3 (bicarbonate) (water)	SM 2320B	Water Only		\$18.50
Waters	Alkalinity, as CaCO3 (carbonate) (water)	SM 2320B	Water Only		\$18.50
Waters	Conductivity (Specific Conductance)	SM 2510C	Water Only		\$15.00
Waters	Cation/Anion Balance-Calculation only	Various	Water Only		\$33.00
Waters	Bacteria, Fecal Coliforms (Membrane Filtration) (water)	SM 9222D	Water Only	9222B ND	\$28.00
Effluent Waters	EDB/DBCP (Synthetic Organic Contaminants)	EPA 504.1	Water Only		\$90.00
Effluent Waters	Pesticides / PCBs (Synthetic Organic Contaminants)	EPA 505	Water Only		\$185.00
Effluent Waters	Pesticides / PCBs (Synthetic Organic Contaminants)	EPA 508.1	Water Only		\$185.00
Effluent Waters	Herbicides, Chlorinated (Synthetic Organic Compounds)	EPA 515.3	Water Only		\$200.00
	Semi-Volatile Organic Compounds (SVOCs) (Synthetic				



Effluent Waters	Organic Contaminants)	EPA 525.3	Water Only		\$200.00
Effluent Waters	Carbamates (Synthetic Organic Contaminants)	EPA 531.2	Water Only		\$140.00
Effluent Waters	Endothall (Synthetic Organic Contaminants)	EPA 548.1	Water Only		\$270.00
Effluent Waters	Diquat (Synthetic Organic Contaminants)	EPA 549.2	Water Only		\$90.00
Effluent Waters	Glyphosate (Synthetic Organic Contaminants)	EPA 547	Water Only		\$140.00
Effluent Waters	Volatile Organic Compounds (VOCs)	EPA 524.2	Water Only		\$185.00
Effluent Waters	Tetra-Octa (All 17 Dioxin/Furan compounds, all matrices)	EPA 1613B	Water Only	1613	\$740.00
Effluent Waters	pH (Corrosivity) (water)	SM 4500H+B	Water Only		\$18.00
Effluent Waters	Surfactants/ Foaming Agents (MBAS)	SM 5540C	Water Only		\$65.00
Effluent Waters	Gross Alpha Radioactivity (aqueous)	EPA 900.0	Water Only		\$93.00
Effluent Waters	Radium-226 (aqueous)	EPA 903.1	Water Only		\$160.00
Effluent Waters	Radium-228 (aqueous)	EPA 904.0	Water Only		\$160.00
Waters	TPH as Diesel (TPH-DRO) (water)	EPA 8015M	Water Only		\$480.00
Per Invoice	Sample Disposal	N/A			\$6.00
Per Invoice	Environmental Impact Fee (Per Invoice)				\$25.00

Other Charges

Composite of Samples.....	\$25.00/Composited Sample
Retroactive Copy of Chromatogram.....	\$10.00/Chromatogram
Technical Review of Data, QAPPs, etc.....	\$100.00/Hour (min 1 hour)
Delivery of Sample Kits (<2 workday notice).....	\$50.00/cooler + Rush Shipping Cost
Data Entry/Processing (i.e. Discharge Monitoring Report)...	\$50.00/Report
Disposal of Unanalyzed Samples.....	\$20.00/Sample + Labor (per sample or project)
Hard Copy Report.....	\$25.00 per project
Forms (BUSTR/DW/VAP Affidavits).....	\$10.00/Form
Revised Reports (due to client error/request).....	\$10.00/Report
Sample Filtration (i.e. dissolved metals).....	\$25.00/Sample
Extract and Hold (i.e. SVOCs, Pesticides, Herbicides).....	50% of Unit Charge
Extract Clean up (i.e. Sulfur, Copper, GPC).....	\$75.00
Unreturned Coolers.....	\$30.00 per cooler
Client or Project-specified MS/MSDs.....	Charged as one billable unit
Courier (Outside Normal Range/Hours).....	Quote per time/miles

Deliverables / Data Packages

Level 1 = No Surcharge

Sample Data Reporting only

Level 2 = No Surcharge

Complete quality control (QC) data blanks, spikes, duplicates (including batch matrix spike duplicates (MSD)), Laboratory control samples, relative percent difference (RPD), percent recovery

Level 3 = 10% Surcharge (of total project cost)

Level 2 plus all QC forms that relay info such as calibration data, instrument verification data, and data review

Level 4 = 15% Surcharge (of total project cost)*

Levels 2 and 3 plus raw data for QC (blanks, LCS, MS/MSD) and samples

*Data Package Minimum Pricing Policy (Level III & IV):

- 1) There will be a minimum \$100 charge applied to all data packages.
- 2) A data package requested after sample submission but before 3 months from project closing will be charged an additional 5%.
- 3) A data package requested beyond 3 months from sample submission will be billed at a 20% surcharge in addition to an hourly rate of \$75/hour for data retrieval.



PLEASE NOTE: Projects requiring Level 2, 3 or 4 Data Packages may have extended turn around times for final data packages. Laboratory results may be available prior to data package completion.

Pricing Notes

Items included above represent services provided by Pace Analytical. Numerous additional services and certifications are available throughout our nationwide network of labs. The prices shown are for routine projects with standard turnaround times. Specific projects may be bid individually. These prices should be used as guidelines, as exact pricing will depend on project size and expected turnaround time. Please consult your Pace Analytical representative for assistance.

Laboratory prices include:

- The supply of appropriate sample containers, preservatives, coolers, labels, chain of custody forms
- Shipping of the sample containers and coolers to the client using standard FedEx or equivalent service
- Return shipping for shipments containing >\$300 of samples to Pace
 - *Please do not ship Priority Overnight unless cleared with your Project Manager
- Normal laboratory QA/QC protocol. Additional levels of QA/QC are available as presented above.
- Standard electronic deliverables via email
- Standard TCLP prices are intended to recover the costs associated with preparing and performing TCLP analyses on standard waste materials (non-aqueous waste solids). In the event that the sample received is a mixed or difficult to handle oily waste material (at least 2 different matrices are present), non-standard pricing may apply. If non-standard pricing applies, the client will be notified before the lab will proceed with the analysis.
- Pace Analytical will dispose of all non-hazardous samples. Pace Analytical reserves the right to return to the client any highly hazardous, acutely toxic, or radioactive samples and sample containers.
- The client is responsible for informing Pace of any necessary certifications, reporting limits and/or methods at the time of initial project set up.
- Rush surcharges may apply to samples placed in hold if analysis is requested with limited hold time remaining.
- Pace Analytical reserves the right to subcontract any method listed with prior consent of the Client.
- All air and air-related equipment charges (i.e. rental fees for unused, unreturned or damaged equipment, are detailed in the Pace® Canister Use Policy

PACE RESERVES THE RIGHT TO SURCHARGE ON CREDIT CARD PAYMENTS BASED ON CARD TYPE AND ZIP CODE.

Specialty Analytical Services (not all services available at all locations)*:

Air Testing	Low-Level Mercury Analysis
Bioassay	MGP Remediation Support Services
Biological Tissue Analysis	Microbiology Services
Brominated Flame Retardants Analysis	Mining Analytical Services
Carbonyls, including Formaldehyde	Mobile Laboratory Services
1,4-Dioxane	Oily Waste Extraction
Dioxin / Furan	PCB Analysis & PCB Congeners
Dissolved Gases	PFAS Analysis
Drinking Water Analysis	Radiochemical Analysis
Drinking Water: Lead & Copper	Stack Emissions Testing/Ambient Air
Drinking Water: UCMR 4	Vapor Intrusion Testing
Explosives + Nitroglycerin and PETN	Waste Delisting Services
Federal Services Program (DoD and DoE)	Situ Remediation Support
Gas Phase FTIR Services/Field Analytical	Reduced Volume Technology
Hazardous Waste Delisting	EZ-Soils
Hydraulic Fracturing	Emergency Response

*Contact your Pace Analytical Account Executive or Project Manager for more information or pricing.

Pace Analytical Terms and Conditions

These Standard Terms (Terms) govern all services that Pace Analytical _____ ("Lab") will perform on behalf of _____ ("Client"), and supersede any other written provisions (including purchase/work orders) related to the services, as well as all prior discussions, courses of dealing, and/or performance, unless a separate, executed agreement for the same or similar services already exists between the Lab and Client (collectively "the Parties"), or the Parties subsequently agree to terminate or amend these Terms, as allowed in Section 10 and 12, respectively.

1. Definitions:

Chain of Custody (COC): A document evidencing the collection, handling, delivery, etc. of a sample or Sample Delivery Group



Holding Time: The maximum amount of time a sample may be stored before being analyzed.

Sample Delivery Acceptance (SDA): The date and time when Lab officially receives a sample or Sample Delivery Group, as evidenced by either a notation on the Chain of Custody or an entry in the Lab's information management system (LIMS).

Sample Delivery Group (SDG): A set of samples normally shipped and reported to the Lab as a group.

Turnaround Time (TAT): The maximum allowable period within which Lab must report out its analytical testing results to Client, calculated from the date of SDA.

2. Client's Obligations:

- a. To initiate Lab's services, Client must reference a quotation number (if applicable) and complete one of the following steps:
 - i. Submit a completed purchase order by:
 1. hand (i.e., in person)
 2. mail, or
 3. e-mail; or
 - ii. Place an order by:
 1. telephone
 2. e-mail, or
 3. delivering a sample (or SDG) to Lab and completing the COC
- b. Subject to occasional, mutually agreed-upon exceptions, Client must give five (5) days' prior notice for each sample delivery and provide the following information:
 - i. Name of the responsible project manager
 - ii. Name of the person submitting the sample
 - iii. Name/location of collection site
 - iv. Date and time of collection
 - v. Specific testing being requested, and
 - vi. Sufficient details about reporting requirement(s).
- c. Client shall also:
 - i. Remain liable for any loss or damage to sample(s) until SDA (including that which may occur as a result of third-party shipping delays)
 - ii. Pay all invoices in full on a net 30 basis or as otherwise agreed in writing
 - iii. Notify Lab about any disputed charges or results within 30 days of receiving applicable invoice
 - iv. Reimburse Lab for any costs* related to delinquent payments
 - v. Demonstrate its (or, if applicable, the Prime Client's) credit worthiness by accessing the following link: <https://www.pacelabs.com/my-account.html> and clicking on "Client Profile Information." (Note: Client must pre-pay for services pending completion of this process and Lab's approval of a credit line.)
 - vi. Pay for any services it orders on any already analyzed sample
 - vii. Obtain Lab's written consent before assigning billing or payment of Lab services to any third party, (failure to do so shall mean Client remains responsible for the payment of any outstanding balance)
 - viii. Refrain from using any of Lab's supplies (e.g., containers) in connection with any non-Lab work
 - ix. Ensure that any sample(s) containing any known hazardous substance is (are) labeled, packaged, manifested, transported, and delivered to Lab in accordance with all applicable regulations
 - x. Obtain Lab's prior written consent before publishing Lab's name and/or any data
 - xi. Reimburse Lab for any out-of-scope services and related expenses (e.g., defending its analytical results or responding to a subpoena for documents and/or expert testimony)
 - xii. Excuse Lab for any failure or delay in its performance caused by someone or something outside its control, e.g., a third party or "Force Majeure" event or circumstance, such as natural disasters or government shutdowns; and
 - xiii. Accept responsibility for any claims, damages, losses, expenses*, etc. to the extent caused by Client's: breach of these Terms; negligence or willful misconduct (includes Client's use of Lab data for anything other than the specific purpose for which it was intended), or violation of applicable laws.

3. Lab's Obligations:

Lab shall:

- a. Perform its services in accordance with generally accepted analytical and environmental laboratory practices and professionally recognized standards.
- b. Identify on quotation if services will be sent to another Lab location or to a third party.
- c. Promptly notify Client of any:
 - i. Missing sample or otherwise compromised sample(s)
 - ii. Significant delays or other issues affecting Lab's services, or
 - iii. Subpoena or similar demand for Lab compliance
- d. Maintain high-quality services.
- e. Prepare and keep accurate records.
- f. Obtain/maintain any permit(s), license(s), or certification(s).
- g. Charge its fees on a net 30 basis (unless otherwise agreed).
- h. Impose a one and one half percent (1.5%) per month late charge on any unpaid balances.
- i. Assess a two and one half percent (2.5%) surcharge on any payments made by credit card. (Client can avoid this charge by paying with a debit card, an e-check/check by phone, a wire transfer, or an ACH payment.)
- j. Invoice Client for each sample or SDG as reported.



- k. Assume risk of loss or damage to any Client sample(s) upon SDA.
- l. Initiate analysis within established holding times – so long as SDA occurred within 48 hours of collection or the first half of the maximum allowed holding time.
- m. Indemnify Client for any claims, damages, losses, expenses*, etc. to the extent they were caused by Lab's breach of these Terms, negligence or willful misconduct, or the negligence and willful misconduct of persons for whom Lab is legally responsible.
- n. Warrant the results, with the express understanding that this warranty is exclusive and does not extend to any merchantability or fitness for a particular purpose.

4. Lab's Discretionary Actions:

Lab may:

- a. Cease all services, including any release of data, if Client does not pay as agreed
- b. Reject or rescind any SDA if Lab decides sample poses a risk
- c. Charge or bill Client directly for:
 - i. Any supplies (including containers) that are not used or returned
 - ii. Expedited outbound/return shipping for any sample that is not time-sensitive
 - iii. Disposal of any air samples that have not been reclaimed within seven (7) days of Lab's SDA thereof
 - iv. Disposal of any other sample not been reclaimed within 21 days of Lab's SDA thereof, or as otherwise required
 - v. A minimum fee for invoicing and/or handling any sample
 - vi. A sample that underwent SDA, but was not analyzed, at Client's direction
 - vii. Additional shipping and handling as deemed necessary
 - viii. Change in scope and/or rescheduling fees
 - ix. Minimum fees or additional surcharges as necessary
 - x. Reasonable attorneys' fees
 - xi. Project resampling related to missed deliveries, etc.
 - xii. Off cycle pricing increase dictated by the market
 - xiii. Any request for re-analysis following release of the report if the results are within the variability of the method (or acceptable parameters)
- d. Return unused portions of samples found or suspected to be hazardous to Client, at Client's cost.
- e. Retain Client's unreleased data and/or cancel Client's web portal access pending payment in full.
- f. Increase prices on an annual basis to support market-driven cost-increases.

5. Multiple Dilutions: Lab will report a single value for each analyte based on the most appropriate analysis or dilution for that analyte. Based on general screening where appropriate, samples will be reported on a dilution-only basis due to concentrations of target analytes present. Lab may attempt a 10-fold more concentrated analysis if practicable. Client may also request and pay for additional dilutions if practicable.

6. Dry Weight Correction / Percent (%) Moisture: Consistent with all applicable reporting methods, Lab will automatically analyze any solid sample (soil) for % moisture to allow for dry weight correction and charge accordingly. If "wet weight" reporting is requested by the client or the regulatory agency, Lab will maintain the charge for dry weight correction even if the results were not corrected for the applicable reporting criteria.

7. Confidentiality: The Parties agree that they will take all reasonable precautions to prevent the unauthorized disclosure of any proprietary or confidential information of each other and that they will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.

8. Governing Law: These Terms shall be construed and interpreted pursuant to the laws of the State of Minnesota without giving effect to the principles of conflicts of law thereof.

9. Term: The Parties shall perform the services identified in the applicable purchase order or other agreement until completed or terminated in accordance with Section 10 below

10. Termination:

- a. Either party may terminate these Terms upon 30 days' prior written notice.
- b. Lab may immediately terminate for any breach by Client, including its failure to pay within 60 days of Lab's dated invoice.

11. Limitation of Liability:

- a. If a court of competent jurisdiction finds that Lab failed to meet applicable standards and if Client suffers damages as a result, Lab's aggregate liability for its negligence or unintentional breach of contract shall not exceed the total fee paid for its services.
- b. This limitation shall not apply to any Client losses arising from Lab's negligence or willful misconduct, so long as Client:
 - i. Notifies Lab of any issue within thirty (30) days of receiving applicable invoice, and
 - ii. Allows Lab to defend its data, even to a regulatory agency that may have previously rejected same.
- c. Notwithstanding the foregoing, neither Lab nor Client shall be liable to the other for special, incidental, consequential, or punitive damages.

12. Amendment/Change Order: Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties.



13. Storage of Data: Following final report issuance, Lab will retain back-up data and final test reports for ten (10) years in a format from which the data and/or test report can be reproduced.

14. Intellectual Property: Lab shall retain sole ownership of any new method, procedure, or equipment it develops or discovers while performing services for Client pursuant to these Terms. Lab may, however, grant a license to the Client for its use of same.

15. Non-competition: Client shall not solicit or recruit any Lab personnel for at least 12 months following the termination of the services governed by these Terms.

16. Non-assignment: Neither party may assign or transfer any right or obligation existing under these Terms without prior written notice to the other party, except that Lab may freely transfer the services to another Lab location or, with Client's permission, subcontract the services to a third-party.

17. Insurance: Lab carries insurance with the limits of coverage as indicated below and will, upon Client's request, submit certificates of insurance showing same.

- a. General Liability - \$1,000,000 each occurrence; \$2,000,000 general aggregate;
- b. Personal and Advertising Injury - \$1,000,000;
- c. Automobile Liability - \$1,000,000 combined single limit;
- d. Excess Liability Umbrella - \$5,000,000 aggregate; \$5,000,000 each occurrence;
- e. Worker's Compensation Insurance - statutory limits; and
- f. Professional Liability \$5,000,000 aggregate, \$5,000,000 per claim.

18. Miscellaneous Provisions:

- a. In the absence of an executed agreement between the Parties, the SDA will constitute acceptance of these Terms by Client.
- b. The Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.
- c. The Parties are at all times acting and performing as independent contractors; neither one shall ever be considered an agent, servant, employee, or partner of the other.
- d. These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.
- e. Lab's compliance with a subpoena or other order shall not violate any requirement for confidentiality between the Parties.
- f. If any Term herein is invalidated or deemed unenforceable, it shall not affect the validity or enforceability of the other Terms.

IN WITNESS WHEREOF, Client and Lab have executed this Agreement through their duly authorized representatives as of the last date below:

[Client] _____

By: _____
Name: _____
Title: _____
Date: _____

Pace Analytical

By: _____
Name: _____
Title: _____
Date: _____

*May include reasonable attorney's fees

Annual Pricing Prepared By: _____

Prepared By Becki Day

Email

becki.day@pacelabs.com

New to Pace? Complete your Credit Application here!
Scroll down to "Client Profile Information"



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

**City Commission
Resolution**

4.2

MEETING DATE: December 13, 2022
FROM: Susan Lincoln
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Sole Source Purchase of Two (2) Discflo Pumps at the Water Treatment Plant from Gerber Pumps International, Inc. (GP), and Authorizing the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-95
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill Water Treatment Plant has two Discflo pumps that are in need of replacement. The existing pumps needing replacement were installed in 2001. The Discflo Pumps sole distributor is Gerber Pumps International.

Current City of Holly Hill Purchasing Manual

SECTION F - SOLE SOURCE AND STANDARIZATON

PROCUREMENT POLICY 2.25 EXEMPTION FROM

BIDDING PROCEDURE

Sole source or Standardization procurement is exempt from bidding procedures. The using 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.

SOLE SOURCE

The following criteria must be met in order to satisfy the sole source or proprietary source requirement:

- ✓ It is the only item that will produce the desired results (or fulfill the specific need) ... or
- ✓ The item is available from only one source of supply ... or

- ✓ The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.

Sole source and proprietary source purchases are exempt from competitive requirements. However, all sole source requisitions exceeding \$10,000 in value will be electronically advertised for a period of at least 5 business days. The steps to follow for sole source and proprietary source purchases are as follows:

- a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed sole source/proprietary source form, indicating the requisition number.
- b. A sole source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).
- c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least seven (7) business days after the receipt of a completed sole source form from the department.
- d. The Finance Director shall review and approve or disapprove, in writing; sole source/proprietary source designation.
- e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.
- f. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.
- g. The Finance Department shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.
- h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

STANDARDIZATION

Standardization is the process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose. Proprietary purchases (usually components) maintain a degree of continuity to the original or existing decor, equipment, or programs.

Where standardization is determined to be desirable by the City, the purchase of materials, supplies and equipment and certain contractual services may be made by negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of bidding procedures provided the item meets the other criteria within the definition of sole source item (i.e.; available from only one source and only item that will produce the desired results).

FISCAL ANALYSIS:

There is \$35,000 budgeted in the current year, and savings from fiscal year 2021-2022 in contingency account 407-8110-589-9910 of \$30,000 is requested to fund the second pump. The total cost of the pumps is \$62,100.00.

STAFF RECOMMENDATION:

Approval to replace two pumps with its installation under sole source purchasing and authorize the City Manager to execute the necessary price agreements.

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 #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

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 RESOLUTION FOR THE DISCFLO PUMPS PURCHASE AND INSTALLATION WITH GERBER INTERNATIONAL UNDER SOLE SOURCE PURCHASE AND AUTHORIZE CITY MANAGER TO EXECUTE THE NECESSARY AGREEMENTS.

ATTACHMENTS:

- Exhibit A - Sole Source Letter - Gerber Pumps International (PDF)

- Exhibit B - Sole Source Justification Letter - Gerber Pumps International (PDF)
- Exhibit C - DiscFlo Proposal (PDF)

Resolution No. 2022-95

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING SOLE SOURCE PURCHASE OF TWO (2) DISCFLO PUMPS AT THE WATER TREATMENT PLANT FROM GERBER PUMPS INTERNATIONAL, INC. (GP), AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; 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 OF TWO (2) DISCFLO PUMPS FOR THE WATER TREATMENT PLANT FROM GERBER PUMPS INTERNATIONAL, INC., AT A COST OF \$62,100.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has two (2) Discflo pumps at the Water Treatment Plant that are in need of replacement; and

WHEREAS, these pumps are unique in design and only distributed in the State of Florida by Gerber Pumps International, Inc.; and

WHEREAS, there is \$35,000 budgeted in the current fiscal year and additional savings from fiscal year 2021-2022 in contingency account 407-8110-589-9910 for this purchase; and

WHEREAS, the requested amount from the contingency account is \$30,000.00.

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 the sole source purchase of two (2) Discflo pumps at a cost of \$62,100 and authorizing 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

Resolution 2022-95

Meeting of December 13, 2022

immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 13th day of DECEMBER,
2022.**



July 13, 2021

Subject: DISCFLO PUMPS DISTRIBUTION

To whom it may concern:

This is to advise you that Gerber Pumps International, Inc. (GPI) is the sole Discflo Pump Distributor, of its propriety boundary layer/viscous drag Disc Pump design, for the Municipal, Pulp Paper and General Industrial markets and are responsible for sales in the states of FLORIDA, GEORGIA, ALABAMA, SOUTH CAROLINA and NORTH CAROLINA.

We believe GPI's expertise in these areas enhances Discflo's customer's satisfaction by ensuring proper design, application and installation of Discflo Pumps into these industries. Bert Gerber, PE, GPI President, has been a Discflo Distributor since 1991.

Representation is renewable on or before July 13, 2022. This authorization is valid until amended or revoked by Discflo Corporation.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Xochitl Aguirre", is written over a horizontal line.

Xochitl Aguirre
Discflo Corporation
President

City of Holly Hill

Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

SOLE SOURCE JUSTIFICATION

TO: Finance Department		FROM: JACOBSON		REQUISITION #: _____	
Subject - Purchase of: DISC FLO PUMPS TO PUMP SLUDGE TO THE WASTE WATER TREATMENT PLANT.					
Requested Supplier – Contact: <u>CHAN PREVATT</u>		City, State, Zip: <u>LONGWOOD FL 32750</u>			
Company: <u>GERBER PUMPS INTERNATIONAL</u>		Phone: <u>407 834-9104</u>			
Address: <u>2100N RONALD REEGAN BLVD</u>		Estimated Cost: \$ <u>62,100.00</u>			
Statement of Need: My recommendation for sole source is based upon an objective review of the product/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or involved in any way with this request. No gratuities, favors or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.					
Sole Source Justification: Mark those that apply.					
☐ 1. Sole source request is for the original manufacturer or provider; there are no regional distributors. (Attach the manufacturers written certification that no regional distributors exist. Item 4 must also be checked).					
☐ 2. Sole source request is for the only area distributor of the original manufacturer or provider. (Attach the manufacturers -not the distributors - written certification that identifies all regional distributors. Item 4 also must be checked).					
☐ 3. The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain in comments or separate memorandum).					
☒ 4. This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Attach memorandum with details of specialized function or application).					
☒ 5. The parts/equipment are required from this source to facilitate maintenance standardization. (Attach memorandum describing the basis for the standardization request).					
☐ 6. None of the above applies. A detailed explanation and justification for this sole source request is contained in the attached memorandum.					
Division Head Signature: <u>[Signature]</u>		Date: <u>11.16.22</u>			
Department Head Signature: <u>[Signature]</u>		Date: <u>11-16-2022</u>			
Comments: AFTER OVER 22 YEARS OF SERVICE, THESE PUMPS NEED TO BE REPLACED					
Finance Approval: _____		Date: _____			
City Manager Approval (if required): _____		Date: _____			



22-Apr-22

CONDITIONS OF SERVICE				
Application		Lime Sludge Transfer		Lime Sludge Transfer
Tag Number		1st Pump		2nd Pump
Quantity		1		1
S.G.		1.1		1.1
Viscosity (cps)		100		100
Temp		AMB		AMB
Design GPM		100 gpm		100 gpm
Design TDH (ft)		25' tdh		25' tdh
BHP(design)		2.1		2.1
Discpac Dia		12"		12"
RPM (Pump)		796		796
RPM (Motor)		1800		1800
BHP (Sppl'd)		7.5		7.5
VOLTS/PH-ENCL		460/3 - TEFC		460/3 - TEFC
PUMP DATA				
Model #		GPI402-12-2HHDL		GPI402-12-2HHDL
Size		4 x 2 - 12		4 x 2 - 12
Casing		Maxalloy 350		Maxalloy 350
Discpac		Maxalloy 350		Maxalloy 350
Shaft Sleeve		316SS		316SS
Mechanical Seal		Single Cartridge SC/SC		Single Cartridge SC/SC
Configuration		Side by Side Belt Driven		Side by Side Belt Driven
Base		Painted Steel Base		Painted Steel Base
PRICING				
Pump (ea.)		\$ 29,550.00		\$ 29,550.00
Motor		INCLUDED		INCLUDED
VFD		CUSTOMER EXISTING		CUSTOMER EXISTING
Wear Warranty		10 Year Wear Warranty*	*Wet-end: Discpac, Case, Back plate	
Subtotal		\$ 29,550.00		\$ 29,550.00
Freight Per Pump		\$ 1,500.00		\$ 1,500.00
TOTAL		\$ 31,050.00		\$ 31,050.00
Wt-Pmp		600#/pump approx.		600#/pump approx.

Pricing does not include start-up services, applicable taxes, and spare parts

FOB factory, Terms: Net 30 days Quote Valid: 30 Days

Gerber Pumps International, Inc. Standard Terms & Conditions are made part of this proposal. Quotation Valid for thirty (30) days unless otherwise stated. Terms: Net 30 days after shipment or shipment readiness.



Gerber Pumps International Inc.
2100 N. Ronald Reagan Blvd.
Suite 1056
Longwood FL 32750

Email: sales@gerberpumps.com
PH: 407.834.9104
FAX: 407.834.9104



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CONSENT AGENDA (ID # 3973)

Meeting: 12/13/22 06:00 PM

Department: Police

Category: Consent Agenda

Prepared By: Lisa O'Neal

Initiator: Jeff Miller

Sponsors:

DOC ID: 3973

**2022-2023 VOCA Agreement Victims of Crime Act (VOCA)
VOCA-2022-2023 Holly Hill Police Department**

DISCUSSION:

The City of Holly Hill Police Department was awarded the Victims of Crime Act (VOCA) 2022-2023 Grant on or around October 1, 2022. In order to provide the necessary services to crime victims, the Holly Hill Police Department has sought to continue the grant from the State of Florida's Attorney General's Office to fund a majority of the Victim's Advocate position dedicated to the citizens of Holly Hill. The funding of the Victims of Crime Act (VOCA) grant requires the city to provide a 20% match of the total grant, which will include "in-kind services."

The funding cycle is from October 1, 2022 until September 31, 2023.

FISCAL ANALYSIS:

Originally, staff applied to VOCA for the amount of \$65,953.00. This new amount allowed the Victim Advocate to receive an increase in salary staying in line with other city employees. Because of several complications at the state level, the city was awarded the same amount of funding as last year - \$59,561.00

An application for the 2022-2023 VOCA grant was awarded and approved in the amount of \$59,561.00. The 2022-2023 grant cannot be changed until awarded and signed off by administrators at the Attorney's General's Office. Staff has spoken with VOCA personnel and was advised that a budget amendment could be utilized with just a amendment letter. In addition, there is no matching requirements which allowed staff to identify an additional \$6,392.00 to cover the difference. (Please see attached attached emails from VOCA confirming a no match requirement.

VOCA will also reimburse the City for expenditures dated back to October 1, 2022 once all parties sign the agreement.

STAFF RECOMMENDATION:

Approval and acceptance of the Victims of Crime Act (VOCA) grant to provide funding for a Victim Advocate's position. GRANT NO. VOCA-2022-784 Holly Hill Police Departm)

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:

MOTION TO ACCEPT THE VICTIMS OF CRIME ACT (VOCA) GRANT TO PROVIDE FUNDING FOR A VICTIM ADVOCATE'S POSITION AND AUTHORIZE THE CITY MANAGER AND THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT.

- VOCA-2022-784-Holly Hill Police Departm-00277 Agreement (PDF)

FY 2022/2023
(GRANT PERIOD)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

City of Holly Hill

GRANT NO. VOCA-2022-784

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as “the OAG,” an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the City of Holly Hill, hereafter referred to as “the Provider,” and jointly referred to as “the Parties.” The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2022/2023 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider’s 2022/2023 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2022, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2023. No costs incurred by the Provider prior to the effective date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The U.S. Department of Justice, DOJ Grants Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. Where the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's Victims of Crime Act award, as funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all

provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the PROVIDER will so register within 21 days from execution. Failure of the PROVIDER to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the PROVIDER has complied. The online registration can be completed at: <https://vendor.myfloridamarketplace.com/vms-web/spring/login>.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at <https://www.ojp.gov/funding> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANT SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grant system to the PROVIDER'S employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's

agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grant system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and state or federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements. Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that

governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of \$2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed \$59,561.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider

will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained at the office of the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

A. In the event the Provider expends \$750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with the 2 C.F.R. § 200.500, will meet the requirements of this part.

B. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

C. In the event the Provider expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Audit reports must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the

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right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME

Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliate's, placement thereon.

ARTICLE 24. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 26. INDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG.

The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 27. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at <http://ojp.gov/about/offices/ocr.htm>.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion,

national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2022-2023 grant period and confirm compliance with this requirement to the OAG through self-reporting by December 31, 2022. The training modules are available at <http://ojp.gov/about/ocr/assistance.htm>.

Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients

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should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 31. ACKNOWLEDGMENTS

All publications, advertising or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-2022-784 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the State of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The City of Holly Hill is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 32. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: <https://www.uscis.gov/e-verify/employers>, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 34. ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management. The Provider's contract administrator will be provided at the time of execution.

The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 35. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate court of general jurisdiction in Leon County, Florida.

ARTICLE 36. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2022-2023 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties.

There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and City of Holly Hill, have executed this agreement.

Authorizing Official

Print Name

Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

FEID# of Provider

Flair Code

Richard Martin

OAG Authorizing Official

Richard Martin

Print Name

Nov 14, 2022

Date

Attachment: 2022-2023 VOCA Agreement (3973 : 2022-2023 VOCA Agreement)

* Provided for use if multiple signatures are required by your organization.

**Office of the Attorney General
Grant Award Project Summary**

	Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	Office of the Attorney General Victims of Crime Act Grant		2022-2023
Subrecipient Name and Address Holly Hill Police Department 1065 Ridgewood Avenue Holly Hill, Florida 32117-2807		OAG Grant Number VOCA-2022-784		
Subrecipient DUNS Number 132869686		Project Period: From 10/1/2022 To 9/30/2023		
Subrecipient IRS/Vendor/FEIN Number 596000337		Budget Period: From 10/1/2022 To 9/30/2023		
Project Title OVC FY 18 VOCA Victim Assistance Formula OVC FY 19 VOCA Victim Assistance Formula OVC FY 20 VOCA Victim Assistance Formula		Award Date 10/01/2022	Award is R&D (Y/N) No	
		Federal Indirect Cost Rate or De Minimis Rate NA		
Previous Award Amount \$0.00		Amount of this Award \$59,561.00	Total Award \$59,561.00	
Special Conditions The above grant project is approved subject to such conditions or limitations as are set forth in the Office of the Attorney General contract.				
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 – Crime Victim Assistance				
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.				
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime		OVC Project Period, Award Date 2018-2019: From 10/1/2017 to 9/30/2023 2019-2020: From 10/1/2018 to 9/30/2023		
OVC Federal Award Number 2018-V2-GX-0018 - Awarded 08-09-2018 2019-V2-GX-0047 - Awarded 09-13-2019		OVC Total Award to OAG \$210,755,732 \$143,823,948		
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380		Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380		
Signature, OAG Authorizing Official, Date <i>Richard Martin</i> Nov 14, 2022		Signature, Agency Executive Director, Date		

Attachment: 2022-2023 VOCA Agreement (3973 : 2022-2023 VOCA Agreement)

FY 2022/2023
(GRANT PERIOD)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

City of Holly Hill

GRANT NO. VOCA-2022-784

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as “the OAG,” an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the City of Holly Hill, hereafter referred to as “the Provider,” and jointly referred to as “the Parties.” The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2022/2023 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider’s 2022/2023 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2022, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2023. No costs incurred by the Provider prior to the effective date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The U.S. Department of Justice, DOJ Grants Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. Where the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's Victims of Crime Act award, as funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all

provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the PROVIDER will so register within 21 days from execution. Failure of the PROVIDER to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the PROVIDER has complied. The online registration can be completed at: <https://vendor.myfloridamarketplace.com/vms-web/spring/login>.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at <https://www.ojp.gov/funding> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANT SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grant system to the PROVIDER'S employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's

agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grant system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and state or federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements. Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that

governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of \$2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed \$59,561.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider

will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained at the office of the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

A. In the event the Provider expends \$750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with the 2 C.F.R. § 200.500, will meet the requirements of this part.

B. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

C. In the event the Provider expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Audit reports must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the

Page 11 of 20

right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME

Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliate's, placement thereon.

ARTICLE 24. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 26. INDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG.

The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 27. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at <http://ojp.gov/about/offices/ocr.htm>.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion,

national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2022-2023 grant period and confirm compliance with this requirement to the OAG through self-reporting by December 31, 2022. The training modules are available at <http://ojp.gov/about/ocr/assistance.htm>.

Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients

should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 31. ACKNOWLEDGMENTS

All publications, advertising or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-2022-784 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the State of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The City of Holly Hill is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 32. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: <https://www.uscis.gov/e-verify/employers>, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 34. ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management. The Provider's contract administrator will be provided at the time of execution.

The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 35. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate court of general jurisdiction in Leon County, Florida.

ARTICLE 36. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2022-2023 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties.

There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and City of Holly Hill, have executed this agreement.

Authorizing Official

Print Name

Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

FEID# of Provider

Flair Code

Richard Martin

OAG Authorizing Official

Richard Martin

Print Name

Nov 14, 2022

Date

Attachment: City of Holly Hill- 784 (3973 : 2022-2023 VOCA Agreement)

* Provided for use if multiple signatures are required by your organization.

**Office of the Attorney General
Grant Award Project Summary**

	Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	Office of the Attorney General Victims of Crime Act Grant		2022-2023
Subrecipient Name and Address Holly Hill Police Department 1065 Ridgewood Avenue Holly Hill, Florida 32117-2807		OAG Grant Number VOCA-2022-784		
Subrecipient DUNS Number 132869686		Project Period: From 10/1/2022 To 9/30/2023		
Subrecipient IRS/Vendor/FEIN Number 596000337		Budget Period: From 10/1/2022 To 9/30/2023		
Project Title OVC FY 18 VOCA Victim Assistance Formula OVC FY 19 VOCA Victim Assistance Formula OVC FY 20 VOCA Victim Assistance Formula		Award Date 10/01/2022	Award is R&D (Y/N) No	
		Federal Indirect Cost Rate or De Minimis Rate NA		
Previous Award Amount \$0.00		Amount of this Award \$59,561.00	Total Award \$59,561.00	
Special Conditions The above grant project is approved subject to such conditions or limitations as are set forth in the Office of the Attorney General contract.				
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 – Crime Victim Assistance				
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.				
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime		OVC Project Period, Award Date 2018-2019: From 10/1/2017 to 9/30/2023 2019-2020: From 10/1/2018 to 9/30/2023		
OVC Federal Award Number 2018-V2-GX-0018 - Awarded 08-09-2018 2019-V2-GX-0047 - Awarded 09-13-2019		OVC Total Award to OAG \$210,755,732 \$143,823,948		
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380		Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380		
Signature, OAG Authorizing Official, Date <i>Richard Martin</i> Nov 14, 2022		Signature, Agency Executive Director, Date		

Attachment: City of Holly Hill- 784 (3973 : 2022-2023 VOCA Agreement)

From: donotreply_igx@myfloridalegal.com
Sent: Friday, July 29, 2022 3:52 PM
To: abroderick@hollyhillfl.org
Subject: 2022-2023 VOCA Application

The resubmission deadline has been extended to Wednesday, August 3, 2022.

Your agency's application for the 2022-2023 Victims of Crime Act (VOCA) Grant Cycle is being returned this week through the EGrants system for corrections and/or additional information.

To continue being considered for the 2022-2023 VOCA grant funding cycle your agency must complete the following:

1. Log in to EGrants IGX and open the agency's 2022-2023 application.
2. In EGrants IGX, in the Forms column on the left, review the following Technical Review forms for the necessary modifications:
 - a. VOCA Grant Application – Agency Information/Certification Review
 - b. VOCA Grant Application – Budget Information Review
 - c. VOCA Grant Application – Project Information Review
3. Make the required updates on the application forms specified in the Technical Review forms above.
4. Ensure all comments from the Technical Review forms have been completely and clearly addressed on the application forms, and all Required Documentation has been uploaded.
5. Once each form has been completed, as indicated above, the application must be returned in the EGrants system by changing the status to "Application Submitted". The application must be resubmitted by **Wednesday, August 3, 2022**, in order to continue to be considered for funding.

If complete application responses and required documentation are not provided, a reduction in funding request, a delay in award notification which could cause a gap in funding, or a non-award decision is possible.

Note, there is no Match requirement for the 2022-2023 grant application, therefore, no Match information needs to be included in the application.

The 2022-2023 Application Completion Training video is available under the Training Materials link (Book icon).

Any questions should be directed to contact.voca@myfloridalegal.com

Attachment: Emails (3973 : 2022-2023 VOCA Agreement)

From: donotreply_igx@myfloridalegal.com
Sent: Thursday, February 10, 2022 11:00 AM
Subject: VOCA 2022-2023 Application Deadline

Reminder, the application for VOCA funding cycle October 1, 2022 through September 30, 2023 is available for completion in the EGrants IGX system (<https://egrantsigx.myfloridalegal.com>). The deadline for applying is **no later than 5:00pm**, Eastern Standard Time, **Tomorrow, Friday, February 11, 2022**. Applicant agencies are encouraged to submit the completed application as soon as possible, *prior to the deadline*.

Note, there is no Match requirement for the 2022-2023 grant application, therefore, no Match information needs to be included in the application.

Please forward all questions to contact.voca@myfloridalegal.com

From: Contact VOCA
Sent: Monday, January 31, 2022 9:33 AM
To: Shirley Liu
Cc: Amanda Broderick; Jeff Miller
Subject: Re: Match Waiver for new grant year 2022-2023

There is no match requirement for the 22-23 grant applicaiton.

Office of the Attorney General
 Bureau of Advocacy and Grants Management
 PL 01, The Capitol
 Tallahassee, FL 32399-1050
 (850) 414-3380

From: Shirley Liu <sliu@hollyhillfl.org>
Sent: Friday, January 28, 2022 9:13 AM
To: Contact VOCA <Contact.VOCA@myfloridalegal.com>
Cc: Amanda Broderick <abroderick@hollyhillfl.org>; Jeff Miller <jmiller@hollyhillfl.org>
Subject: Match Waiver for new grant year 2022-2023

Good Morning,

Our agency has been working on the new 22-23 grant year application, in order to avoid a potential misunderstanding, We would like to confirm with you again that no match information will be required in the new application.

We really thank you for your assistance with our delivery of services to these victims!

Sincerely,

--

Shirley Liu, Senior Accountant
 Finance Department
 City of Holly Hill
 1065 Ridgewood Ave.
 Holly Hill, FL. 32117
 Phone: 386-248-9430
 Email: sliu@hollyhillfl.org

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential

Attachment: Emails (3973 : 2022-2023 VOCA Agreement)

or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CONSENT AGENDA (ID # 3964)

Meeting: 12/13/22 06:00 PM

Department: Police

Category: Consent Agenda

Prepared By: Lisa O'Neal

Initiator: Jeff Miller

Sponsors:

DOC ID: 3964

4.4

FDOT Grant - 2023 Speed / Aggressive Driving Enforcement Program Project Number : SC-2022-00050 FDOT Contract Number : G2E49

DISCUSSION:

The Holly Hill Police Department applied for and was recently awarded a grant from the Florida Department of Transportation (FDOT) to specifically address Speeding / Aggressive Driving. This grant award is for a total of \$65,000. In which \$30,000 must be used for overtime payments to officers assigned specifically to Traffic Enforcement in the targeted enforcement areas. Whereas \$10,000 must be used for Speed Measurement Devices, two (2) @ \$5000, and \$25,000 must be used for the purchase of a Speed Measurement and Message Board Combo Trailer.

This grant allows for targeted enforcement areas throughout the city as speeding complaints have not been isolated to just arterial roadways.

Funding through this grant will expire on September 30, 2023.

FISCAL ANALYSIS:

This is a non-matching grant that will reimburse the city quarterly for qualified overtime and equipment expenses. The total grant is for \$65,000.00.

STAFF RECOMMENDATION:

Approve the acceptance of the FDOT Grant (Project Number: SC-2023-00050) Speed/Aggressive Driving Enforcement Program grant award. The acceptance of the grant will allow for enhanced Traffic Enforcement operations within targeted areas. The overall expectations of this grant award is to reduce speed related crashes in the targeted areas by at least 5%, when compared to the previous three-year average.

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 Agenda Item (ID #) 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:

MOTION TO APPROVE THE ACCEPTANCE OF THE FDOT GRANT (PROJECT NUMBER, SC-2023-00050) SPEED/AGGRESSIVE DRIVING ENFORCEMENT PROGRAM GRANT AWARD AND AUTHORIZE THE MAYOR AND AUTHORIZED REPRESENTATIVES TO EXECUTE THE AGREEMENT.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

<i>For FDOT Use Only</i> Project Number: SC-2023-00050		FDOT Contract Number: G2E49	
Federal Funds Awarded: \$65,000		FDOT UEI/SAM Number: RFKGNHR7ZH37	
Subgrant Award (Start) Date:		Subgrant End Date: 09/30/2023	
Part I: GENERAL ADMINISTRATIVE INFORMATION			
1. Project Title: Speeding and Aggressive Driving Enforcement			
2. Federal Funding: \$65,000		Match: \$ Total Cost: \$65,000	
3. Subrecipient Agency: Agency Name: City of Holly Hill Address: 1065 Ridgewood Avenue City: Holly Hill State: Florida Zip: 32117		4. Implementing Agency: Agency Name: Holly Hill Police Department Address: 1065 Ridgewood Avenue City: Holly Hill State: Florida Zip: 32117	
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 132869686 014			
6. UEI/SAM Number: ZK7ZUMNURSG6			
7. Chief Financial Officer: Name: Susan Lincoln Address: 1065 Ridgewood Avenue City: Holly Hill State: Florida Zip: 32117 Telephone: (386) 248-9426 E-mail: slincoln@hollyhillfl.org		8. Project Director: (Can not receive any benefit under this subgrant) Name: Jeffrey J. Miller Address: 1065 Ridgewood Avenue City: Holly Hill State: Florida Zip: 32117 Telephone: (386) 248-9494 E-mail: jmiller@hollyhillfl.org	
9. Financial Reimbursement Contact: Name: Michele Moore Title: Assistant Finance Director Telephone: (386) 248-9429 E-Mail: mmoore@hollyhillfl.org		10. Project Activity Contact: Name: Lisa O'Neal Title: Office Manager Telephone: (386) 248-9491 E-Mail: loneal@hollyhillfl.org	
11. Payment Remittance Address: Name: City of Holly Hill Address: 1065 Ridgewood Avenue City: Holly Hill State: Florida Zip: 32117			

Attachment: FDOTSubgrantAgreement-2023 (1) (3964 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

The City of Holly Hill is a river-coastal community located in eastern Volusia County. The city has an estimated population of 12,000 and encompasses +/- 4 square miles. The city is home to perhaps the largest concentration of light industry in Volusia County, and the daytime population is estimated to quadruple that of the permanent population. Furthermore, the city's proximity to the Daytona Beach Resort area results in significant seasonal increases in both population and traffic density associated with various special events including, but not limited to, Speed Weeks, Spring Break, and Bike Week.

The City of Holly Hill hosts 3 major arterial roadways - Nova Road, Ladies Professional Golf Association (LPGA) Boulevard, and Ridgewood Avenue (US-1). These roadways link the larger neighboring municipalities of Daytona Beach and Ormond Beach. Traffic studies have demonstrated that tens of thousands of motorists transits to the City of Holly Hill daily. Speeding complaints received directly from citizens or via social media indicate that speeding through residential neighborhood streets is the police department's most frequently received complaint from our citizens.

According to a 2021 National Highway Traffic Safety Administration (NHTSA) Fact Sheet, "in 2018 there were 9,378 fatalities in crashes where at least one driver was speeding, which is 26 percent of total traffic fatalities for the year." Furthermore, "Among speeding drivers involved in fatal crashes in 2018, 25 percent did not have valid driver licenses at the time of the crashes, compared to 12 percent of non-speeding drivers (NHTSA, April 2002 Fact Sheet).

According to the Florida Department of Transportation's (FDOT), Fiscal Year (FY) 2023 Highway Safety Matrix the City of Holly Hill and Volusia County are ranked in the Top 25% at number 27 and 7 respectively for priority area Speeding or Aggressive Driving for serious injuries or fatalities during 2016-2020.

Although our enforcement efforts have helped, it is clear that continued education and enforcement of the state's speed and aggressive driving laws are necessary to reduce the incidences of serious injuries and fatalities on the city's roadways.

2. Proposed Solution:

In keeping with the Florida Department of Transportation Police Traffic Services Project's programmatic objectives, the Holly Hill Police Department (HHPD) will implement an Aggressive Driving and Speeding Enforcement Program designed to increase the comprehensive enforcement of applicable traffic laws citywide.

The program will continue to be separated into 4 different phases following the city's fiscal year:

- 1st Phase (October - December)
- 2nd Phase (January - March)
- 3rd Phase (April - June)
- 4th Phase (July - September)

The 1st and 2nd phases of the operation will begin with disseminating motorist educational materials using social media, print, electronic media, digital road messaging, and public services announcements. In addition, law enforcement officers specifically assigned to the radar or laser traffic enforcement operations, involving static and roving units for the greatest visibility, will issue written warnings, educational pamphlets, and other program-specific materials to enhance driver awareness about the dangers of aggressive driving and speeding.

The 3rd and 4th phases will include aggressive enforcement activities by both static and roving law enforcement officers who will issue uniform traffic citations, as appropriate, to observed violators.

The Holly Hill Police Department Speeding and Aggressive Driving Enforcement Program is designed to

enhance public awareness and reduce traffic crashes through motorist education and targeted enforcement in identified high-incident areas citywide.

Funds will also be utilized to purchase needed speed measurement devices and 1-speed measurement and message board combo trailer for the use of deterring and collecting needed data in our communities. The 1-speed measurement and message board combo trailer will be moved around throughout the city to help the HHPD with understanding our speed issue.

The educational component of the campaign will consist of a series of education to the public through the use of message boards, local media outlets, social media, and press releases regarding the purpose and goals of the campaign and how it will affect the community

The Project Director will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving. The Project Director will coordinate these enforcement and educational campaigns and ensure daytime/nighttime enforcement is alternated from week to week. This will prevent motorists from predicting times and locations of enforcement activities to adjust their driving behaviors to only those of known enforcement periods. Also, the Project Director will ensure that funds from this program are used prudently and conservatively to ensure that the award will extend the entire subgrant cycle. Every officer that performs under this subgrant will complete any mandated training and will complete the FDOT State Safety Office Daily Activity Log for each day of enforcement during the subgrant cycle. Those logs will be submitted and maintained by the Project Director, who will ensure that copies are attached to each reimbursement invoice.

3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 5% when compared to the previous three-year average.
- c. Conduct at least 6 speed and/or aggressive driving high visibility overtime enforcement operations per month.
- d. Participate in the state Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.
- e. Conduct and or participate in 9 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period.
- f. Provide speed and/or aggressive driving information and education to the public through the use of message boards/local media outlets/social media/press releases at least 12 times during the project period.

4. Evaluation:

- a. Enforcement activity start date.
- b. Speed and/or aggressive driving crashes and fatalities are reduced by 5% citywide, compared to the previous three-year average.
- c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per month.
- d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Slow Down campaign.
- e. The number of educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.
- f. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of message boards/local media outlets/social media/press releases during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Speeding and Aggressive Driving Enforcement
 Project Number: SC-2023-00050
 FDOT Contract Number: G2E49

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime, Salary, and Benefits	Overtime Salary and Benefits for law enforcement officers. Benefits to include FICA (Social Security and Medicare), Retirement, and Workers Compensation.	\$30,000	\$	\$30,000	No
Subtotal:		\$30,000	\$	\$30,000	
B. Contractual Services					
Subtotal:		\$	\$	\$	
C. Expenses					
Speed Measurement Devices (Under \$5,000 per unit)	Purchase of speed measurement devices necessary for program implementation. Individual devices can not have cost of \$5,000 or more.	\$10,000	\$	\$10,000	No
Subtotal:		\$10,000	\$	\$10,000	
D. Equipment Costing \$5000 or More					
1 Speed Measurement and Message Board Combo Trailer	Purchase of speed measurement and message board combo trailer for program implementation.	\$25,000	\$	\$25,000	No
Subtotal:		\$25,000	\$	\$25,000	
E. Indirect Cost					
Subtotal:		\$		\$	
Total Cost of Project:		\$65,000	\$	\$65,000	

Attachment: FDOT Subgrant Agreement-2023 (1) (3964 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

Part IV: PERFORMANCE REPORT

Project Title: Speeding and Aggressive Driving Enforcement
Project Number: SC-2023-00050
FDOT Contract Number: G2E49

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Attachment: FDOTSubgrantAgreement-2023 (1) (3964 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon approval of this subgrant agreement for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient and its Implementing Agency. This agreement is line item specific and an amendment to the subgrant agreement is required for any reallocation of funds provided under this subgrant agreement.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this subgrant agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this subgrant agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the project into compliance with this subgrant agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this subgrant agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.
 - (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this subgrant agreement. By entering into this subgrant agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this subgrant agreement is subject to the following requirements:
 - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this subgrant agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this subgrant agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this subgrant agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department
 - 2. Disallow (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
 - 3. Wholly or partly suspend or terminate the Federal award
 - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency)
 - 5. Withhold further Federal awards for the Project or program
 - 6. Take other remedies that may be legally available
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

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

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

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.
- (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after subgrant completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

6. **Code of Conduct.** The Subrecipient has established, and will maintain, a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.
7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this subgrant agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.
8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this subgrant agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. **Debarment and Suspension.** No subcontract issued under this subgrant agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
10. **Disadvantaged Business Enterprises (DBE).**
 - (a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this subgrant agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.
 - (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.
11. **Methods of procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.
12. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**
 - (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. No Federal Obligation. This agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. Nondiscrimination. Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27

- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)
- (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, Subrecipient’s and contractors, whether such programs or activities are Federally-funded or not)
- (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
- (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100)
- (j) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA
- (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
- (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this subgrant agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. Political Activity. The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. Prohibition on certain telecommunications and video surveillance services or equipment. Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or

- (3) 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. Property Accountability. The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this subgrant agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.33, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this subgrant agreement.

21. Restrictions on Lobbying. The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

- (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- (c) **Restriction of Use for Federal Civilian and Military Employees.** Subgrant funding is not allowable for the cost of training federal civilian and military employees. Indian Nations may be supported with written approval from the FDOT Traffic Safety Administrator and NHTSA.

22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the federal fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.

- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 1981, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Subgrant Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Seat Belt Use.** In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, subrecipients are encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles.
- (c) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subrecipients are encouraged to:
- Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.

- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.
- iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this subgrant agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (a) **Section 287.133 (2)(a), F.S.** 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- (b) **Section 287.134 (2)(a), F.S.** 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.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Department subgrant agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this subgrant agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this subgrant agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.
- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this subgrant agreement specifically agree that no provision in this subgrant agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this subgrant agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this subgrant agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

- 40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
- "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
 - The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
 - The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
- 41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- 42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- 44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of the Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. JURY TRIAL WAIVER.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

53. IRS Form 990 Annual Report and Executive Compensation Reporting. Pursuant to Governor's Executive Order 20-44, if the Subrecipient is required by the Internal Revenue Code to file **IRS Form 990** and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Subrecipient shall submit an Annual Report to the Department, including the most recent **IRS Form 990**, detailing the total compensation for each member of the Subrecipient executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. Recipient shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports required by this Amendment within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Subrecipient. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at **fdotsingleaudit@dot.state.fl.us** within 180 days following the end of each tax year of the Subrecipient receiving Department funding.

GRANT MANAGEMENT

54. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this subgrant agreement. Amendments to this subgrant agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this subgrant agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this subgrant agreement shall be in the form of a written request signed by the one of the original signatories of this subgrant agreement. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

55. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this subgrant agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this subgrant agreement and in accordance with Department's decision(s).

56. Equipment. Any equipment purchased under this subgrant agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized subgrant agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$5,000 or more.** Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit shall be subject to the following requirements:
 - i. Purchases shall receive prior written approval from the FDOT Safety Office.
 - ii. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT Safety Office.
 - iii. Dispositions must be requested and shall receive prior written approval from the FDOT Safety Office.
- (c) **Disposition of Equipment Costing \$5,000 or more.** In the event the equipment is no longer needed for the originally authorized subgrant agreement purpose(s) or has reached the end of its useful life, Subrecipients should use the Equipment Disposition Request Form 500-065-026 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

- (d) **Disposition of Equipment Costing Less than \$5,000.** Equipment that does not meet the unit purchase price threshold of \$5,000 should be disposed of in accordance with the agencies own procurement and disposition policies. Documentation of this disposition should be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR Section 200.313. The Subrecipient must use the equipment for the authorized purposes of the project, whether or not the project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR Section 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the project or in accordance with other authorized uses under 2 CFR Section 200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this project or for other uses authorized by USDOT.

57. Expense Purchases for \$200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

58. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this subgrant agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

59. How this Subgrant Agreement is Affected by Provisions Being Held Invalid. If any provision of this subgrant agreement is held invalid, the remainder of this subgrant agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

60. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits
- (b) Failure to provide required performance and final narrative reports in the required time frame
- (c) Failure to perform work described in Part II of this subgrant agreement
- (d) Failure to provide reimbursement requests and performance reports in a timely manner
- (e) Providing fraudulent performance reports or reimbursement requests
- (f) Misuse of equipment purchased with Federal highway safety funds

61. Performance. In the event of default, noncompliance, or violation of any provision of this subgrant agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this subgrant agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

62. Personnel Hired or Paid Under this Subgrant Agreement.

- (a) **Project Director.** Persons holding the position of Project Director for this subgrant agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this subgrant agreement.
- (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this subgrant agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this subgrant agreement. No other allocation method is allowable for reimbursement.
- (c) **Bonuses or stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for Subgrant execution. Increases in Subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Subgrant are allowable and eligible for reimbursement.
- (d) **Overtime.**
 - i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this subgrant agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
 - ii. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally-financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

63. Reports. The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this subgrant agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for subgrant agreement monitoring.

64. Term of this Subgrant Agreement. Each subgrant agreement shall begin on the date the last party signs this subgrant agreement and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this subgrant agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135 (6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

65. Travel.

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this subgrant shall be subject to any additional authorization requirements or restrictions imposed by: the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the subgrant period.
- (c) **Prerequisite Approvals.** All subgrant travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities and is within the travel budget of the project and relevant to the project. Additional detail is required if the travel meets any of the following criteria:
 - i. Purchase of Air fare
 - ii. Travel to conference
 - iii. Travel which includes a registration fee
 - iv. Out-of-subgrant-specified work area travel
 - v. Out-of-state travel

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$175.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$175.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$175 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If lodging a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

66. Vehicles.

Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this subgrant agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

67. Allowable Costs. The allowability of costs incurred under this subgrant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this subgrant agreement shall be allowable.

68. Subcontract Agreements.

- (a) **Requirement for Pre- Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and approval. Approval of this subgrant agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:
 - i. Beginning and end dates of the subcontract agreement (not to exceed this subgrant agreement period)
 - ii. Total contract amount
 - iii. Scope of work/Services to be provided
 - iv. Quantifiable, measurable, and verifiable units of deliverables
 - v. Minimum level of service to be performed and criteria for evaluating successful completion
 - vi. Budget/Cost Analysis
 - vii. Method of compensation/Payment Schedule
- (c) **Additional Required Clauses.**
 - i. **All subcontract agreements shall contain the following statement:**
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert project number). A final invoice must be received by (insert date) or payment will be forfeited."
 - ii. **Buy American Act clause** (see Section 4 of Part V)
 - iii. **Certification Regarding Federal Lobbying** (see Section 21 of Part V)
 - iv. **Cooperation with Inspector General** (see Section 32 of Part V)
 - v. **DBE Clause** (see Section 10 of Part V)
 - vi. **E-Verify clause** (see Section 33 of Part V)
 - vii. **Nondiscrimination clause** (see Section 16 of Part V)
 - viii. **Clean Air Act and Federal Water Pollution Control Act clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)
 - ix. **Integrity Certification Clause** (see Section 27 of Part V)
 - x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
 - xi. **Indemnification and Insurance** (see Section 34 of Part V)
 - xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28 of Part V)
 - xiii. **Human Trafficking Clause** (see Section 23 of Part V)
 - xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms** (see Section 12 of Part V)

xv. **Termination for Convenience** (see Section 22 of Part V)

69. Indirect Costs. Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

70. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this subgrant agreement period. Only project costs incurred on or after the effective date and on or prior to the end date of this subgrant agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

71. Procedures for Reimbursement.

- (a) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation. **ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.**
- (b) **Supporting Documentation.** Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. **Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

- iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- v. **Equipment Costing \$5,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(c) **Frequency and Deadlines for Submission.**

- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this subgrant agreement being terminated.
- ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this subgrant agreement period. Such request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this subgrant agreement period.

- (d) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this subgrant agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (e) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
- (f) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (g) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient, or their delegate. Delegation letters must be provided for each subgrant agreement.
- (h) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

- (i) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of subgrant agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or subgrant agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this subgrant agreement term.
- (j) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- 72. Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this subgrant agreement shall be maintained and made available upon request to the Department at all times during the period of this subgrant agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work.
- 73. Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the subgrant award during the subgrant period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.
- 74. Registration for Attendance.** No activities funded under this subgrant agreement shall charge a registration fee for attendance.
- 75. Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

- 76. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.
- 77. Enforcement.**
- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement, and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
 - (b) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this subgrant agreement period.
 - (c) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

- (d) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
- (e) **Impaired Driving Enforcement.**
- i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
 - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
 - iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
 - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course
 - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course
 - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course
 - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course
 - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course
 - f. Be an active certified Drug Recognition Expert (DRE)
- (f) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- (g) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (h) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
- (i) **Required Credentials for Speed Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment.

78. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting
 - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol
 - iii. The amount allocated for paid media
 - iv. Anticipated creative costs associated with the paid media
 - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by" or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
- (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this subgrant agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

79. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and approval.

Requests should include the following:

- (a) What public information or educational item is being requested
- (b) What program/policy is the item supporting
- (c) Who the target audience is
- (d) How the item will be distributed
- (e) Estimated unit cost(s) for the item

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this subgrant agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" Shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), Use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this subgrant agreement.

80. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this subgrant agreement period, but before publication or printing, the final draft of any report or reports required under this subgrant agreement or pertaining to this subgrant agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After this subgrant agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without advance approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 80(a) above shall include the following statement on the cover page:
 - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

81. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

82. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this subgrant are as follows:

CFDA Number and Title:

- ☒ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

***Federal Funds Awarded:** \$65,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements

**Research and Development as defined at §200.87, 2 CFR Part 20

Federal resources awarded pursuant to this subgrant are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

www.ecfr.gov

Federal resources awarded pursuant to this subgrant may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

www.fsr.gov

<u>Federal Award Identification Number (FAIN):</u>	<u>FAIN Award Date:</u>
69A37522300004020FL0	12/15/2021

Project Title: Speeding and Aggressive Driving Enforcement
Project Number: SC-2023-00050
FDOT Contract Number: G2E49

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only) STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION By: _____ <i>Authorized FDOT State Safety Office Representative</i> Date: _____ <i>Date Signed</i>	SUBRECIPIENT By: _____ <i>Signature of Authorized Representative</i> Name: _____ <i>Authorized Representative's Name Printed</i> Title: _____ <i>Authorized Representative's Title Printed</i> Date: _____ <i>Date Signed</i>
Reviewed for the Florida Department of Transportation: By: _____ <i>Authorized FDOT Attorney</i> Date: _____ <i>Date Signed</i>	IMPLEMENTING AGENCY By: _____ <i>Signature of Authorized Representative</i> Name: _____ <i>Authorized Representative's Name Printed</i> Title: _____ <i>Authorized Representative's Title Printed</i> Date: _____ <i>Date Signed</i>

NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.

Attachment: FDOTSubgrantAgreement-2023 (1) (3964 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CONSENT AGENDA (ID # 3962)

Meeting: 12/13/22 06:00 PM

Department: Police

Category: Consent Agenda

Prepared By: Lisa O'Neal

Initiator: Jeff Miller

Sponsors:

DOC ID: 3962

4.5

Edward Byrne Memorial Justice Assistance Grant - Direct - JAGDD-8C033: 2022-2023 HANDHELD RADAR PROJECT

DISCUSSION:

The Florida Department of Law Enforcement (FDLE) has announced that the City of Holly Hill Police Department has been awarded the Edward Byrne Memorial Justice Assistance Grant - Direct Program (JAGD) for a total amount of \$2,559.00 towards the purchase of two-(2) Traffic Handheld Radar Systems. These funds will be utilized to purchase two-(2) Handheld Traffic Radar Systems that will allow our Traffic Officer to monitor traffic flow and speeds on our residential streets. This will greatly improve our ability to respond traffic complaints and to better deployment our officers to enforce traffic laws in targeted areas.

FISCAL ANALYSIS:

The total estimated cost of the purchase of two-(2) Hand-Held Radars @ \$1677.00 each, plus \$45 for shipping = \$3399.00. The City of Holly Hill will cover all fees that are applicable over the grant award.

The acceptance of the Edward Byrne (JAGD) for \$2,259.00 will leave the city with a balance of \$840.00, which will be funded from the Police Department's Operating Supplies budget (001-2110-521-5201).

STAFF RECOMMENDATION:

Approval and acceptance of the Edward Byrne Memorial Justice Assistance Grant - Direct Program(JAGD) of \$2559.00, for the purchase of two-(2) Traffic Radar Data Systems.
CONTRACT# 8C033-2022-2023

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, 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:

MOTION TO ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE - DIRECT PROGRAM GRANT FOR THE PURCHASE OF TWO-(2) TRAFFIC RADAR DATA SYSTEMS AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

DISCUSSION:

The Florida Department of Law Enforcement (FDLE) has announced that the City of Holly Hill Police Department has been awarded the Edward Byrne Memorial Justice Assistance Grant - Direct Program (JAGD) for a total amount of \$2,559.00 towards the purchase of two-(2) Handheld Radar Systems.

These funds will be utilized to purchase two-(2) Handheld Radar Systems that will allow our Traffic Officer to monitor traffic flow and speeds on our residential streets. This will greatly improve our ability to respond traffic complaints and to better deployment our officers to enforce traffic laws in targeted areas.

FISCAL ANALYSIS:

Two (2) Handheld Radars Systems @ \$1677.00 each, plus \$45 for shipping = \$3,399.00. The City of Holly Hill will cover all fees that are applicable over the grant award.

The acceptance of the Edward Byrne (JAGD) for \$2,559.00 will leave the city with a difference of \$840.00, which will be funded from the Police Department's Operating Supplies budget (001-2110-521-5201).

STAFF

RECOMMENDATION:

Approval and acceptance of the Edward Byrne Memorial Justice Assistance Grant - Direct Program(JAGD) of \$2,559.00, for the purchase of two-(2) Handheld Radar Systems.
CONTRACT# 8C033-2022-2023

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, 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:

Motion to accept the Edward Byrne Memorial Justice Assistance - Direct Program Grant for the purchase of two-(2) Handheld Radar Systems and authorize the Mayor to execute the agreement.

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Holly Hill

Recipient SAM UEI: ZK7ZUMNURSG6

Award Number: 8C033

Award Period: 01/01/2023 – 09/30/2023

Award Title: D-8C033: 2022-2023 HANDHELD RADAR PROJECT

Federal Funds: \$2,559.00

Matching Funds: \$0.00

CFDA: 16.738

Federal Award Number: 15PBJA-21-GG-00241-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Holly Hill (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

Attachment: 8C033 - Federal Award - Agreement (3962 : FDLE Grant)

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 30 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: 8C033
Award Title: D-8C033: 2022-2023 HANDHELD RADAR PROJECT
Award Period: 01/01/2023 – 09/30/2023

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient City of Holly Hill

Signature: _____

Typed Name and Title: Christopher Via, Mayor

Date: _____

***** If using a designee, sign in the “Chief Official Designee” section below. *****

Chief Official Designee (optional) City of Holly Hill

Signature: _____

Printed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Attachment: 8C033 - Federal Award - Agreement (3962 : FDLE Grant)

Appendix A - Scope of Work

Award Number: 8C033
 Recipient: City of Holly Hill
 Award Title: D-8C033: 2022-2023 HANDHELD RADAR PROJECT
 Award Period: 01/01/2023 - 09/30/2023

Problem Identification

The City of Holly Hill hosts three major arterial roadways. The Florida Department of Transportation's Highway Safety Matrix ranked the City of Holly Hill in the top 25% of similar cities in Florida for traffic crashes resulting from excessive speeding and/or aggressive driving during the 2016–2020 reporting period. Additionally, the top verbal complaint received from citizens living in Holly Hill is aggressive driving and speeding.

This project is a priority for the City of Holly Hill and our police department because we believe that all citizens should be able to safely travel throughout our city without fear of an aggressive or reckless driver putting them in potential danger.

The Holly Hill Police Department encourages its patrol officers to conduct at least 3 traffic stops per shift, pending call volume, in order to help reduce speeding and aggressive driving. Our agency is only equipped with 3 handheld radars and 3 lasers for the entire patrol division to utilize and doesn't have sufficient funds budgeted to purchase more radars or lasers to help address the speeding problem. Grant funds will allow the purchase of two hand-held radars.

This project aligns with both the federal and state programs in the area of law enforcement because this vital equipment is needed to protect public safety through traffic law enforcement and will help reduce traffic fatalities related to speeding or aggressive driving.

Scope of Work

Upon funding, the Holly Hill Police Department will use grant funding to purchase two portable handheld radar units. These radar units will allow officers to conduct speed enforcement details throughout the City of Holly Hill. Ideally, this will reduce aggressive driving, speeding, and traffic crashes associated with aggressive driving and speeding, which will create a safer community for travelers. Motorists traveling through and living in the City of Holly Hill will benefit from this project because it will allow more police officers to conduct high-visibility speeding and aggressive driving enforcement. The project activities will take place throughout the City of Holly Hill's roadways.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor or provider. The minimum performance required for the drawdown of funds includes the completion of at least one activity described above, as attested to on the financial expenditure report.

Documentation of deliverables will be maintained by the sub-recipient and/or implementing agency and made available for monitoring. Example documentation for the purchase of items and services includes, but is not limited to, procurement records (quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, etc.

Appendix B - Deliverables

Award Number: 8C033
 Recipient: City of Holly Hill
 Award Title: D-8C033: 2022-2023 HANDHELD RADAR PROJECT
 Award Period: 01/01/2023 - 09/30/2023

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure hand-held radars.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$2,559.00

Appendix C - Approved Budget

Award Number:	8C033		
Recipient:	City of Holly Hill		
Award Title:	D-8C033: 2022-2023 HANDHELD RADAR PROJECT		
Award Period:	01/01/2023-09/30/2023		
Award Amount:	\$2,559.00	\$0.00	\$2,559.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Hand-Held Radars	2 Hand-Held Radars @ \$1677.00 each, plus \$45 for shipping = \$3399.00.	\$2,559.00	\$0.00	\$2,559.00
	The City of Holly Hill will cover all fees that are applicable over the grant award.			
D. Equipment Subtotal:				\$2,559.00

Appendix D: Award Contacts

Award Number: 8C033
Recipient: City of Holly Hill
Award Title: D-8C033: 2022-2023 HANDHELD RADAR PROJECT
Award Period: 01/01/2023 - 09/30/2023

Recipient Grant Manager (GM)

Name: Jeffrey Miller
Title: Chief of Police
Address: 1065 Ridgewood Avenue
Holly Hill, FL 32117-2807
Phone: 386-248-9494
Email: jmiller@hollyhillfl.org

Recipient Chief Official (CO)

Name: Christopher Via
Title: Mayor
Address: 1065 Ridgewood Avenue
Holly Hill, FL 32117-2807
Phone: 386-248-9441
Email: cvia@hollyhillfl.org

Recipient Chief Financial Officer (CFO)

Name: Susan Lincoln
Title: Finance Director
Address:
Holly Hill, FL 32117-2807
Phone: 386-248-9426
Email: slincoln@hollyhillfl.org

Recipient Additional Point of Contact (POC)

Name: Lisa O'Neal
Title: Police Office Manager
Phone: 386-248-9491
Email: loneal@hollyhillfl.org

Appendix E: Special Conditions

Award Number: 8C033
 Recipient: City of Holly Hill
 Award Title: D-8C033: 2022-2023 HANDHELD RADAR PROJECT
 Award Period: 01/01/2023 - 09/30/2023

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 During application review, it was noted the recipient's SAM.gov registration will be expiring within the next 60 days. In order to prevent delays in payment, the recipient should renew their registration in SAM.gov prior to [DECEMBER 8, 2022].
- S0002 A risk assessment completed at the time of application review determined this project is low-risk; As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2021 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2021 National Criminal History Improvement Program (NCHIP) guidance

<https://www.bjs.gov/index.cfm?ty=tp&tid=47>

https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/nchip21_sol.pdf

FY2021 NICS Act Record Improvement Program (NARIP) guidance

https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/narip21_sol.pdf

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name;

criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal

department or agency;

- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

- 8.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

- 10.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

- 12.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

- 13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 19.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 3.0 Title IX of the Education Amendments of 1972** If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”

- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned

interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Program Income (PGI)** - All income generated as a direct result of award activities shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Any PGI remaining unspent after the end of the federal award period must be refunded to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 3.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this

agreement.

- 4.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 5.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 6.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 7.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/gsl-sl-2020.pdf>.
- 8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 9.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 10.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, and 2 CFR Subpart E, “Cost Principles”.
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A recipient that is eligible to use the “de minimis” indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source costing \$10,000 or more, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the recipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Recipients may use award funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program’s authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient’s written compensation and pay plan.
- Documentation** - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.
- Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization’s written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.
- 8.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants

FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term “contractor” is used rather than the term “vendor” and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 11.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

“This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component.”

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior

content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).
- 14.0 Information Technology Projects**

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 15.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

16.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

17.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

18.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

19.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

20.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

21.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

22.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

23.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at: <https://www.ncjrs.gov/pdffiles1/nij/s1001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held,

instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

18.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

19.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

20.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall

include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.



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

5.1

**City Commission
Resolution**

MEETING DATE: December 13, 2022
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing Two Members to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Members; and Providing for an Effective Date.
NUMBER: 2022-R-96
APPLICANT:
PLANNER:

DISCUSSION:

In accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system.

The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee.

The current board members terms will expire December 31, 2022. Term for appointed members will be for two (2) years, expiring December 31, 2024.

The current board members have resubmitted their board applications for consideration: Sharon H. Miller and Michael V. Moon.

FISCAL ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a revenue.

STAFF RECOMMENDATION:

Approve and insert the appointed names into the Resolution.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE RESOLUTION APPOINTING THE FOLLOWING MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES.

ATTACHMENTS:

- Firefighters Pension Board Application - Sharon H. Miller(PDF)
- Firefighters Pension Board Application - Michael V. Moon (PDF)

Resolution No. 2022-96

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee; and

WHEREAS, the Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission.

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

SECTION 1. That the City Commission does hereby appoint the following individuals to the Firefighters Pension Fund Board of Trustees:

<>

Commission Representative

<>

Commission Representative

SECTION 2. That the term for said member is set for two (2) years, expiring

Resolution 2022-96

Meeting of December 13, 2022

December 31, 2024.

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

APPROVED AND AUTHENTICATED on this 13th day of DECEMBER, 2022.



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

☐ Board of Planning & Appeals

☒ Firefighters Pension Fund Board of Trustees

☐ Police Pension Fund Board of Trustees

Name of Applicant: Sharon H MILLER

Home Address: 553 6th St HOLLY HILL FL 32117

Phone: 386-795-0889

E-Mail Address: shmillers312@gmail.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 53 yrs

Are you employed in the City of Holly Hill? No

Business/Employer Name and Address: _____

Business Phone: _____

Job Position / Occupation: _____

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: High School

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☐ Building / Construction
- ☐ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☐ Engineering
- ☐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Additional information Civic Activities, memberships, etc. _____

Why are you interested in serving on a City board?

I just wanted to serve in Holly Hill

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

How many years have you served on that board? 4 yrs

If this is a request for reappointment, how long have you served on this board? 4 yrs

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: Nov 29, 2022

Signature: Sharon H Miller

REVISED – October 2020

RECEIVED
11/30/2022
1:30 pm
VM



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

☐ Board of Planning & Appeals

☒ Firefighters Pension Fund Board of Trustees

☐ Police Pension Fund Board of Trustees

Name of Applicant: _____

Home Address: _____

Phone: _____

E-Mail Address: _____

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? May 2022

Do you own and/or manage a business or property in the City of Holly Hill? ☐ Yes ☒ No If so, how long? _____

Are you employed in the City of Holly Hill? NO

Business/Employer Name and Address: N/A

Business Phone: N/A

Job Position / Occupation: N/A

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: _____

Associates degree in Fire Science

multiple certifications in Fire Service

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☐ Building / Construction
- ☐ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☐ Engineering
- ☒ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Retired Firefighter

Additional information Civic Activities, memberships, etc.

Former VP of IAFF local 2795

Why are you interested in serving on a City board?

To give back to my Community

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☐ Yes ☒ No If so, which board?

How many years have you served on that board?

N/A

If this is a request for reappointment, how long have you served on this board?

N/A

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

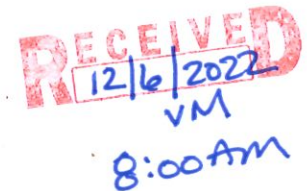
Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 12/4/22

Signature: 

REVISED – October 2020





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

**City Commission
Resolution**

MEETING DATE: December 13, 2022
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill, Florida, Appointing Two Members to the Police Pension Fund Board of Trustees; Setting Forth the Term and Expiration Dates for Said Members; and Providing for an Effective Date.
NUMBER: 2022-R-97
APPLICANT:
PLANNER:

DISCUSSION:

The Police Pension Board of Trustees shall consists of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the City Commission, and two of whom shall be police officers as defined in F.S. § 185.02, elected by a majority of the active police officers who are members of the plan. The fifth member shall be chosen by a majority of the stated four members, and such person's name shall be submitted to the City Commission. Upon receipt of the fifth person's name, the City Commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

The terms for the current Police Pension Fund Board of Trustees are set to expire on December 31, 2022.

The following citizens of Holly Hill have resubmitted their applications for the City Commission's consideration to the board and desire to continue serving: Robert W. Taylor and Kimberly A. Lawson.

Terms for appointed new members will be for two years, expiring December 31, 2024.

FISCAL ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a

revenue.

STAFF RECOMMENDATION:

Approve the names that are included in the Resolution.

COMMISSION GOAL:

N/A

MOTION:

**APPROVE TWO MEMBERS TO THE POLICE PENSION BOARD OF TRUSTEES
AND THE NAMES THAT ARE INCLUDED IN THE RESOLUTION.**

ATTACHMENTS:

- Police Pension Board Application - Robert W. Taylor (PDF)
- Police Pension Board Application - Kimberly A. Lawson (PDF)

Resolution No. 2022-97**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE POLICE PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE POLICE PENSION BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 42.86, City Code, the City of Holly Hill has a Police Pension Board as defined by Florida Statute Chapter 185; and

WHEREAS, the Board of Trustees shall consists of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the City Commission, and two of whom shall be police officers as defined in F.S., Section 185.02, elected by a majority of the active police officers who are members of the plan. The fifth member shall be chosen by a majority of the stated four members, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

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

SECTION 1. That the City Commission does hereby appoint the following individuals to the Police Pension Board of Trustees.

Robert W. Taylor

Commission Representative

Kimberly A. Lawson

Commission Representative

SECTION 2. That the term for said members is set for two (2) years, expiring December 31, 2024.

SECTION 3. That this resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of DECEMBER, 2022.



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- ☐ Board of Planning & Appeals
 ☐ Firefighters Pension Fund Board of Trustees
☒ Police Pension Fund Board of Trustees

Name of Applicant: Robert W. Taylor

Home Address: 1200 Riverside Drive

Phone: 386-795-2720

E-Mail Address: theeastsidebab@yahoo.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☐ Yes ☒ No If so, how long? _____

Are you employed in the City of Holly Hill? no

Business/Employer Name and Address: N/A

Business Phone: N/A

Job Position / Occupation: N/A

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: drivers license, AA degree
Daytona Beach Community College, BA degree University
of Central Florida

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☐ Building / Construction
- ☐ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☒ Law / Contract Administration
- ☒ Operations of City Government
- ☐ Engineering
- ☐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

yes. I've been on the Pension Board for years,

Additional information Civic Activities, memberships, etc. N/A

Why are you interested in serving on a City board? The Pension Board meetings and training helps with knowledge of Florida; I live here because I like this city

Have you attended one or more meetings of the board you are applying for? ☐ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

Police Pension Board

How many years have you served on that board? nine years

If this is a request for reappointment, how long have you served on this board? Nine years

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: December 1, 2022

Signature: 

REVISED – October 2020

RECEIVED
12/1/2022
VM
11:12 AM



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

☐ Board of Planning & Appeals

☐ Firefighters Pension Fund Board of Trustees
☒ Police Pension Fund Board of Trustees

Name of Applicant: Kimberly A Lawson
 Home Address: 332 London Rd Holly Hill, FL 32117
 Phone: 407-232-5730
 E-Mail Address: Kimlawson1973@yahoo.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 3yrs

Are you employed in the City of Holly Hill?

no

Business/Employer Name and Address: Kim Lawson LLC DBA Simply Ginas
841 Ridgewood Ave Holly Hill FL 32117

Business Phone: 386 947 7000

Job Position / Occupation: owner operator

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: BS Buffalo State
Landmns management cert,

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☐ Building / Construction
- ☒ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☐ Engineering
- ☐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Being able to see when things are in the
wrong place + when changes need to be made

Additional information Civic Activities, memberships, etc. _____

Why are you interested in serving on a City board? To give back to a great
city

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

Police Pension

How many years have you served on that board? 1 yr

If this is a request for reappointment, how long have you served on this board? 1 yr

Other information you would like to provide: _____

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

*Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are **NOT** appropriate for business casual attire*

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 11/30/2022

Signature: *Kimberly A. Lawson*

REVISED – October 2020

RECEIVED
12/1/2022
9:30 AM
VM



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

5.3

MEETING DATE: December 13, 2022
FROM: Joseph Forte
SUBJECT: Request for Lien Reduction - 1117 Flomich Avenue
NUMBER: (ID # 3974)
APPLICANT:
PLANNER:

DISCUSSION:

The entire code enforcement file can be found in the Code Enforcement office upon request.

The property located at 1117 Flomich Avenue, Holly Hill, FL 32117, Parcel ID# 424231010020 (Property) has been in a state of disrepair and neglect despite repeated requests for improvements and code enforcement action by the City of Holly Hill (City). Elevate Acquisitions, LLC is under contract for the purchase of the property with the contract being legally assigned to BDG, LLC a Florida Limited Liability Company. (Attached)

A Purchase Agreement with a First Amendment intending the closing date now scheduled for Tuesday, December 20, 2022. (Attached)

An Order of Non-Compliance was issued on August 25, 2021 to the property owner Eddie Kent Gayhart, for violation of several International Property Maintenance Codes, IMPC. (Attached) The property is currently in compliance however, the current owner is moving forward with a request to reduce the lien therefore, the buyer(s) are making the request pending the sale of the property.

The City is willing to reduce the lien to Buyer to an amount not to exceed **\$15,000.00** and file a release of lien after payment is made to the City of Holly Hill. The City will receive payment following the closing through the title company, in the amount of **\$12,797.28** as payment for the recorded lien for the violation. Case # 21-6279.

The City hereby agrees to release all liens under the new ownership of Buyer to an amount not to exceed **\$12,797.28** and file a release of lien after payment is made but no later than February 28, 2022.

3) Buyer hereby agrees to:

a) Acquire the Property within 30 days of the date of the last party to sign this Agreement.

- b) Within 60 days of becoming the owner of the Property, the Buyer shall remedy any existing code violations and take other action necessary to correct the existing code violations bringing the property into full compliance.
- 4) If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to collect the remaining balance of the lien in the amount of \$122,150.00 plus Administrative costs or pursue foreclosure.

I negotiated with the buyer of the property representing the owner for an agreed upon settlement of **\$12,797.28**

Direct expenses to the City include:

Finance Dept.	\$15.00 + 35% x1	=\$ 20.25
Code Enforcement	\$20.48 +35% x 8	=\$ 221.18
Planning Director	\$52.48+ 35% x1	=\$ 70.85
Total Admin Cost		= \$312.28
Original Special Master Fines	\$250.00 X1	= \$250.00
Filing Fee		\$10.00
Release of lien fee		\$10.00
Administrator fees		\$270.00
TOTAL fees		\$582.28
Plus 10% of original lien		\$12,215
Total lien payoff		\$12,797.28

FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **\$12,797.28**.

STAFF RECOMMENDATION:

Reduce the lien from \$122,150.00 to the amount of **\$12,797.28**. The City shall not release the \$122,150.00 lien amount until payment has been received in the amount of **\$12,797.28**. If payment is not received by 5:00 PM on February 28, 2022 the full amount of the lien shall remain in place without an option to reduce the fine in the future and the City of Holly Hill will pursue foreclosure for the full amount.

COMMISSION GOAL:

N/A

MOTION:

TO REDUCE THE LIEN TO AN ADMINISTRATIVE FEE IN THE AMOUNT OF \$12,797.28 PAYABLE NO LATER THAN 5:00 PM ON FEBRUARY 28, 2022. FAILURE TO PAY THE LIEN BY THIS DATE AND TIME WILL CAUSE THE ENTIRE LIEN TO REMAIN UPON THE PROPERTY AND BE SUBJECT TO FORECLOSURE.

- 1117 Flomich Ave. Lien Reduction Agreement (PDF)



AGREEMENT

Request to Reduce Lien.
1117 Flomich Ave.
Holly Hill, FL 32117

WHEREAS, the property located at 1117 Flomich Ave. Holly Hill, FL 32117, Parcel ID# 424231010020 (Property) has been in a state of disrepair and neglect despite repeated requests for improvements and code enforcement action by the City of Holly Hill (City).

WHEREAS, Elevate Acquisitions, LLC is under contract for the purchase of the property with the contract being legally assigned to BDG, LLC a Florida Limited Liability Company. (Attached)

WHEREAS, A Purchase Agreement with a First Amendment intending the closing date now scheduled for Tuesday, December 20, 2022. (Attached)

WHEREAS, A Order of Non-Compliance was issued on August 25, 2021 to the property owner Eddie Kent Gayhart, for violation of several International Property Maintenance Codes, IMPC. (Attached)

WHEREAS, The property is currently in compliance however, the current owner is to moving forward with a request to reduce the lien therefore, the buyer(s) are making the request pending the sale of the property.

WHEREAS, the City is willing to reduce the lien to Buyer to an amount not to exceed **\$15,000.00** and file a release of lien after payment is made to the City of Holly Hill.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

The City will receive payment following the closing through the title company, in the amount of **\$12,797.28** as payment for the recorded lien for the violation. Case # 21-6279.

The City hereby agrees to release all liens under the new ownership of Buyer to an amount not to exceed **\$12,797.28** and file a release of lien after payment is made but no later than February 28, 2022.

3) Buyer hereby agrees to:

a) Acquire the Property within 30 days of the date of the last party to sign this Agreement.



b) No later the February 28, 2023, the Buyer shall remedy any existing code violations and take other action necessary to correct the existing code violations bringing the property into full compliance.

4) If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to collect the remaining balance of the lien in the amount of \$122,150.00 plus Administrative costs or pursue foreclosure.

5) Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida and the parties specifically waive any Federal Court jurisdiction and agree that the State court shall have jurisdiction for all claims.

City of Holly Hill

By: _____

Title: _____

Date: _____

Buyer

Date


Christian Yepes
BDG, LLC

12-5-22

Attachment: 1117 Flomich Ave. Lien Reduction Agreement (3974 : Request for Lien Reduction - 1117 Flomich Avenue)



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

**City Commission
Ordinance**

6.1

MEETING DATE: December 13, 2022
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from B-4 (Highway Business District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: 2022-O-3058
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

Blue Penguin Car Wash PD Rezone - Consider a Rezone from B-4 (Highway Business District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.25 acres located on the southeast corner of Nova Road and Flomich Street and extending east to Sunset Lane, and more specifically known as 1117 Flomich Street, and 1885 N Nova Road. (Edward McDonald of Thomas Engineering Group, Applicant) District 4 - Commissioner Johnson (Brian Walker, City Planner).

The subject property is zoned B-4 (Highway Business District) and has a future land use of General Commercial. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order for the contract purchaser to develop an automated car wash with the usual associated activities. The property is currently the location of an abandoned commercial building on the west, at the corner of Nova Road and Flomich Street, and a 1,230 square foot house built in 1955, on the east, at the corner of Flomich Street and Sunset Lane. The existing buildings will be demolished.

The development of the property will be guided by a development agreement that list the permitted uses as well as development standards such as enhanced buffers and landscaping.

COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:

Adjacent land uses and zoning are as follows:

North: FLU is General Commercial and Zoning is B-4

South: FLU is General Commercial and Zoning is B-4

East: FLU is Low Density Residential and Zoning is R-5 (Two-Family Residential District)

West: FLU is General Commercial and Zoning is CC-1

SITE ANALYSIS

Floodplain Impacts:

Based on FIRM Map 12127C0352H, and all available topographic maps, the property is not in a Special Flood Hazard Area.

Wetland Impacts:

Based on preliminary wetland map analysis, there are no wetlands on the subject property.

Utilities:

The site is located in the City of Holly Hill utility service area and will be required to connect to the City's public utilities.

Transportation/Traffic:

Access to the property is currently from Nova Road and Flomich Street. The project also proposes access from Sunset Lane.

Drainage:

A stormwater management system is proposed and required as a condition of developing the property.

Sidewalks:

There is an existing sidewalk along the east side of N Nova Road. A sidewalk along the project frontage on Sunset Lane will be required or the applicant/developer shall pay into the City's sidewalk fund.

Landscaping and Buffers:

Landscaping and buffers will be required per the Conceptual Preliminary Development Plan. Landscaping above and beyond basic code requirements is proposed.

REVIEW OF THE REZONE APPLICATION

Sec. 82-372. - provides the following criteria, which the Board of Planning and Appeals and City Commission shall utilize in reviewing a rezoning request:

(1) Whether it is consistent with all adopted elements of the comprehensive plan.

The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. Per Policy FLU 1.1.2 the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 1.95. The proposed development's FAR will not exceed this ratio.

Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The uses and density proposed within this Business Planned Unit Development (BPUD) zoning classification are compatible with the General Commercial Development future land use designation as well as with existing adjacent land uses.

(2) Its impact upon the environment or natural resources.

The property is located in a busy commercial area of the City. The site contains a vacant commercial structure, and a vacant house, and related impervious surfaces. Although trees will be removed as part of the project's development, there will be replacement trees planted as well as landscaped buffers. A stormwater system will also be provided to handle storm related run-off. The development will not have any known negative affects upon the environment or natural resources.

(3) Its impact upon the economy of any affected area.

The site currently contains a 900 square foot vacant building built in 1987, and a vacant house built in 1955. Upon development, the site will contain a new business and development meeting current code.

(4) Its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems.

The rezone allowing an automated car wash is expected to place appropriate and usual demands upon the City's water, sewerage and transportation systems. The development will occur in a commercial area where such services are available. No new services are expected to be required.

(5) Any changes in circumstances or conditions affecting the area.

Staff considers changes in circumstances since the original zoning that would support the proposed rezone. The area surrounding the property has been a commercial area for several decades and continues to see growth. There have not been any major changes in the conditions affecting the area. However, given the commercial nature of the area such as a Walmart immediately to the north, and other services that support the use of vehicles such a gas station to the west, an automated car wash would not be an inconsistent use for this location.

(6) Any mistakes in the original classification.

It does not appear that there were any errors in the original classification.

(7) Its effect upon the use or value of the affected area.

The proposed zoning will allow the development of a functioning business currently not permitted, and replace two vacant structures.

(8) Its impact upon the public health, welfare, safety or morals.

It is not expected that the rezoning request will adversely impact public health, welfare, safety or morals.

CONCLUSION:

The rezoning request is consistent with the goals, objectives and policies of the City's Comprehensive Plan and Land Development Regulations, as well as the pattern of development in the area.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from B-4 (Highway Business District) to BPUD (Business Planned Unit Development) with the associated Development Agreement and Preliminary Plan, for approximately 1.25 acres, located on the southeast corner of Nova Road and Flomich Street, and more specifically known as 1117 Flomich Street, and 1885 N Nova Road.

ATTACHMENTS:

- Blue Penguin Preliminary Plan (PDF)
- Landscape Plans (PDF)
- Aerial Map (PDF)
- Flood Map (PDF)
- FLU Map (PDF)
- Location Map (PDF)
- Zoning Map (PDF)
- Building Elevations (PDF)
- Holly-Hill -ATLA-Survey-Bndy-(08-17-22) (PDF)
- Trip Generation Memo_SR 5A at Flomich (PDF)
- Rezoning Application (PDF)
- Site Data (PDF)
- Blue Penguin Development Agreement (PDF)

HISTORY:

11/22/22

City Commission

APPROVED AT 1ST READING

Next: 12/13/22

Brian Walker, City Planner briefly went over the staff report that was included in the agenda packet pertaining to Blue Penguin Car Wash Planned Development Rezone located at 1885 N. Nova Road. The subject property is zoned B-4 (Highway Business District) and has a future land use of General Commercial. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order for the contract purchaser to develop an automated car wash with the usual associated activities. The property is currently the location of an abandoned commercial building on the west, at the corner of Nova Road and Flomich Street, and a 1,230 square foot house built in 1955, on the east, at the corner of Flomich Street and Sunset Lane. The existing buildings will be demolished. The development of the property will be guided by a development agreement that list the permitted uses as well as development standards such as enhanced buffers and landscaping.

Mike Lucido, ECP Partners was present on behalf of the developer and Blue Penguin. He briefly went over the project with the Mayor and Commissioners and mentioned that they have been working on this project for approximately two years. Mr. Lucido was present to answer any questions they may have had.

Darren Eyre, P.E., Thomas Engineering Group spoke briefly in regards to the engineering portion of the project.

Mayor Via opened public participation. No one spoke.

Ordinance No. 2022-3058**SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM B-4 (HIGHWAY BUSINESS DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM B-4 (HIGHWAY BUSINESS DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF HOLLY

HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit “A” as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit B and incorporated in this Ordinance by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective upon recording.

APPROVED AND AUTHENTICATED on this 13th day of DECEMBER, 2022 for second and final reading.

EXHIBIT A**LEGAL DESCRIPTION****LEGAL DESCRIPTION:****PARCEL I:**

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH $50^{\circ}04'57''$ WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF $0^{\circ}37'13''$ A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH $64^{\circ}17'40''$ EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH $64^{\circ}17'46''$ EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH $25^{\circ}38'25''$ EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH $64^{\circ}24'33''$ WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH $02^{\circ}11'58''$ WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH $25^{\circ}38'25''$ EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH $50^{\circ}03'23''$ EAST OF SAID INTERSECTION; THENCE NORTH $25^{\circ}38'25''$ WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT B**DEVELOPMENT AGREEMENT****Exhibit to Ordinance No. _____**

DEVELOPMENT AGREEMENT for the project known as Blue Penguin Car Wash Planned Unit Development (PUD) located at 1885 N. Nova Road and 1117 Flomich Street, Holly Hill, (hereinafter referred to as the “Subject Property”).

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ____ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the “City”), and BDG, LLC, a Florida limited liability company, (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 6657 78th Avenue N Pinellas Park, FL 33781.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to (or is under contract to purchase) the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit “A”**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City’s Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No. _____**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City’s Land Development Code; and

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, “B”**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the “Master Development Plan”). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City’s Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. Ownership. The legal and equitable owners of the Subject Property are First Coast Energy LLC and Eddie Kent Gayhart (**Sellers**).

3. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. **Development of the Subject Property.** Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail.

A. Permitted principal uses allowable on the Subject Property:

1. Car Wash
2. Restaurant
3. Restaurant with drive thru
4. Retail
5. Gasoline with Convenience
6. Bank or Financial Institution
7. Medical not to include blood plasma centers or blood banks

B. Prohibited principal uses, if any:

Unless a use is specifically stated as permitted, it is prohibited.

C. Proposed minimum density (in number of dwelling units per acre) or minimum intensity (measured in floor area ratio): N/A

D. Maximum density permitted measured in floor area ratio: (Point 30) .30

E. Impervious surface is not to exceed 70% of the gross square footage for the Subject Property.

F. Minimum open space shall be 30% of the subject property.

G. Minimum landscaping and buffer-yard requirements are as shown and stated on

the Preliminary Development Plan and landscaping plans. Buffers are at a minimum:

1. Flomich Street: 10 feet
2. Sunset Lane: 15 feet
3. Nova Road: 12 feet
4. Rear yard (south): 5 Feet

H. Minimum lot size area (in acreage or square footage): 1 acre

I. Minimum lot width (in feet): 180'

J. Minimum yard setbacks:

1. Flomich Street: 25 feet
2. Sunset Lane: 25 feet
3. Nova Road: 25 feet
4. Rear yard: 10 Feet

K. Maximum building height (in feet): 40'

L. Minimum parking standards are as shown and stated on the Preliminary Plan.

M. Lighting shall not exceed .5-foot candles at the property line.

N. Access: The property shall have a right in only entrance on Nova Road, and no exit onto Nova Road. Ingress/egress on Sunset Lane is permitted except that signage shall be posted to indicate left turn only, upon exiting the property onto Sunset Lane.

O. Intentionally Deleted (N/A)

P. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

Q. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

R. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Public Facilities/Land Dedication.** Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows: NONE.

8. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

9. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in **Paragraph (19)** hereof.

10. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

11. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or

intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

12. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

13. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (19)** of this Agreement.

14. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

15. **Intentionally Deleted (N/A)**

16. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as

this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

17. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

18. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

19. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

CITY'S REPRESENTATIVES:

City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

OWNER DEVELOPER:

Registered Agent
Cockey, Preston Ojr.
110 E Madison St Ste 204
Tampa, Fl 33602

With copy to:

Manager
Yepes, Carlos
6654 78th Ave N
Pinellas Park, Fl 33781

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

20. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

21. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

22. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

23. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

24. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

25. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

26. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

27. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

28. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

29. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

30. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

31. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER**By:**_____
Signature of Witness # 1_____
Signature_____
Print or type name_____
Print or type name**As:**_____
Signature of Witness #2_____
Print or type**ATTEST:**_____
Print or type name_____
Signature_____
Print or Type Name**As:**_____
Mailing Address: __________
_____**STATE OF FLORIDA
COUNTY OF VOLUSIA**

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature_____
Printed Name

Commission No.: _____
My Commission Expires: _____

DEVELOPER

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

As:

Signature of Witness #2

Print or type

ATTEST:

Print or type name

Signature

Print or Type Name

As:

Mailing Address: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____
My Commission Expires: _____

CITY OF HOLLY HILL:

By:

Date:

ATTEST:

Date:

Mailing Address:
 City of Holly Hill
 1065 Ridgewood Ave.
 Holly Hill, Florida 32117

**STATE OF FLORIDA
 COUNTY OF VOLUSIA**

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

 Notary Signature

 Printed Name

Commission No.: _____
 My Commission Expires: _____

Approved as to form and legality for use and
 reliance by the City of Holly Hill, Florida

 Scott Simpson
 City Attorney

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL I:

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

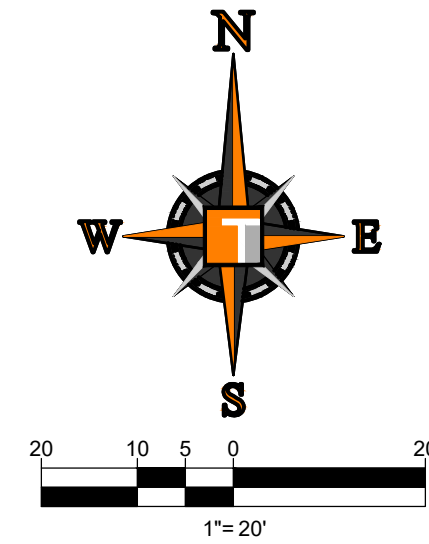
PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH $50^{\circ}04'57''$ WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF $0^{\circ}37'13''$ A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH $64^{\circ}17'40''$ EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH $64^{\circ}17'46''$ EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH $25^{\circ}38'25''$ EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH $64^{\circ}24'33''$ WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH $02^{\circ}11'58''$ WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH $25^{\circ}38'25''$ EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH $50^{\circ}03'23''$ EAST OF SAID INTERSECTION; THENCE NORTH $25^{\circ}38'25''$ WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



SITE ADDRESS: PARCEL ID:		1885 N. NOVA RD DAYTONA BEACH, FL 32121 424231010010, 424231010010020	
TOTAL SITE AREA:		11.25 AC (±54,465 SF)	
JURISDICTION:		CITY OF HOLLY HILL	
ZONING DISTRICT:		B-4 (HOLLY BUSINESS DISTRICT) REZONE TO PUD	
FUTURE LAND USE:		GENERAL RETAIL COMMERCIAL	
PROP. PERVIOUS AREA:		17,755 S.F. (0.41 ACRES) - 32.60%	
PROP. IMPERVIOUS AREA:		36,710 S.F. (0.84 ACRES) - 67.40%	
BUILDING AREA:		4,892 S.F. (0.11 ACRES) - 8.93%	
VUA		26,892 S.F. (0.62 ACRES) -49.37%	
PROP. SW:		4,956 S.F. (0.11 ACRES) - 9.10%	
TYPICAL PARKING STALL:		13' x 20' (ADA: 12' x 20')	
ADA SPACES REQUIRED:		1 SPACE	
ADA SPACES PROVIDED:		1 SPACE	
		<u>ALLOWED</u>	
MAXIMUM BUILDING HEIGHT:		30'	
F.A.R.:		1.95%	
MAX. IMPERVIOUS SURFACE AREA:		70%	
		<u>PROP.</u>	
		40' MAX.	
		0.30 MAX.	
		70% MAX.	
LANDSCAPE BUFFERS:		REQUIRED	
FRONT (FLOMICH ST)		10'	
SIDE ST (SUNSET LANE)		15'	
SIDE ST (N NOVA ROAD)		12'	
REAR (SOUTH)		12'	
SETBACKS:		REQUIRED	
FRONT (FLOMICH ST)		25'	
SIDE ST (SUNSET LANE)		25'	
SIDE ST (N NOVA ROAD)		25'	
REAR (SOUTH)		10'	
		<u>PROP.</u>	
		90.50'	
		63.51'	
		61.48'	
		87.58'	
REQUIRED PARKING:			
STACKING REQUIREMENT		5 SPACES	
EMPLOYEE (0.8 / EMPLOYEE)		21 STACKS	
TOTAL:		4 SPACES	
		4 SPACES	
PARKING PROVIDED:			
VACUUM		19 SPACES	
EMPLOYEE		3 (0.8 SPIEMLOYEE) (MIN. 4)	
TOTAL		22 SPACES (INCL. 1 ADA SPACE)	

REVISIONS			
REV	DATE	COMMENT	BY
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PRELIMINARY
SITE PLAN

— FOR —

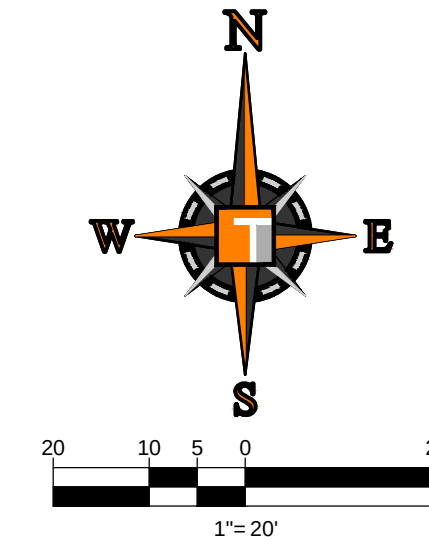
ECP PARTNERS, LLC.

DARREN T.R. EYRE, P.E.
October 12, 2022
FLORIDA LICENSE NO. 77996
FLORIDA BUSINESS CERT. OF AUTH. NO. 27528

SHEET NUMBER:
PSP
OF

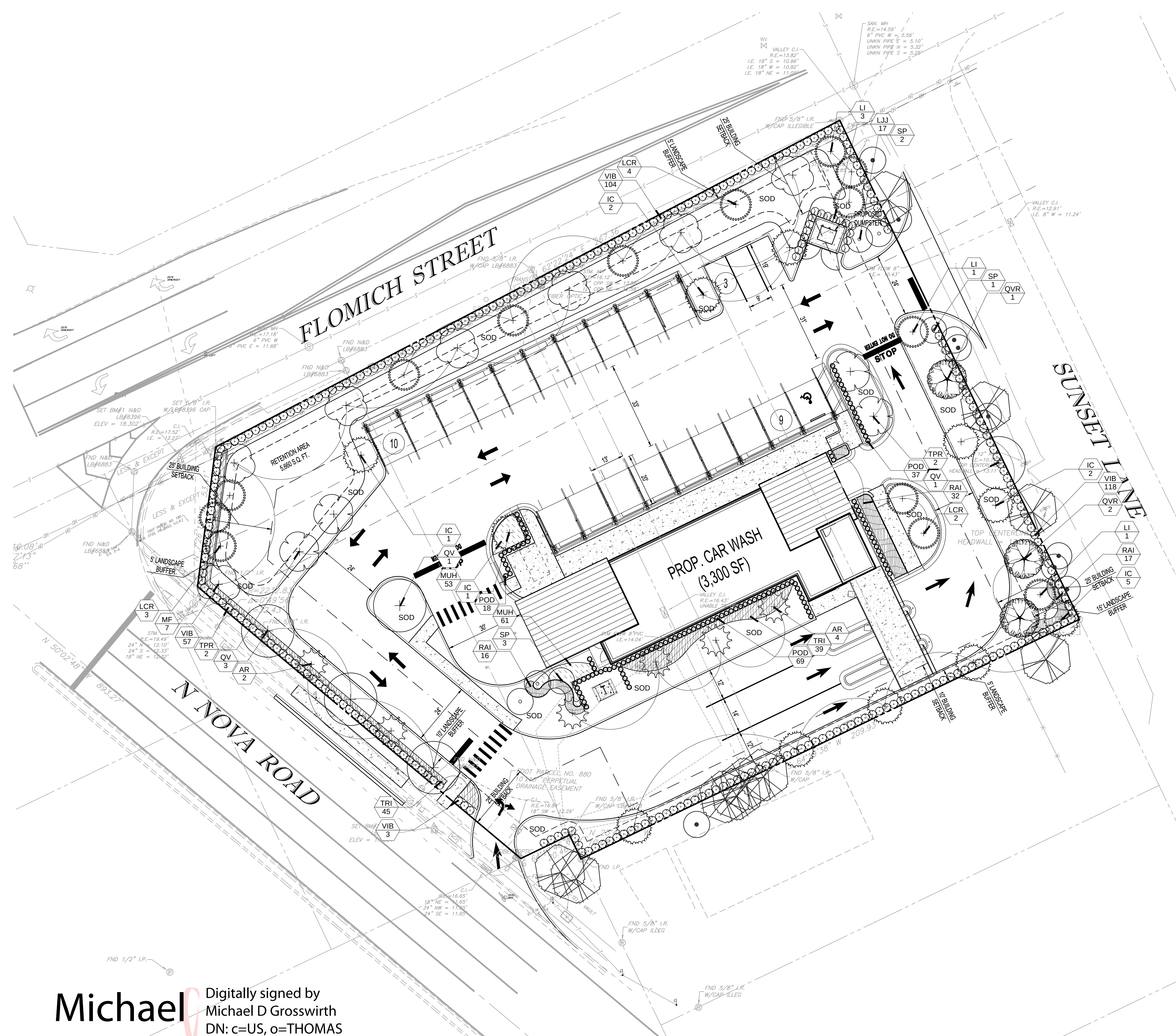


ALL EXISTING INVASIVE & EXOTIC SPECIES ARE TO BE REMOVED FROM SITE



1. Contractor is responsible for determining all utility locations and installing facilities so as to not conflict. All damage to existing utilities or improvements caused by Contractor shall be repaired at no additional cost to the Owner.
2. Contractor to notify "Sunshine State One Call of Florida, Inc." at 1-800-432-4710 Two Full Business Days prior to digging for underground utility locations.
3. Contractor shall be responsible for providing final grading of all associated planting areas.
4. No plant material will be accepted showing evidence of cable, chain marks, equipment scars, or otherwise damaged.
5. Root-prune all trees a minimum of (10) weeks prior to planting.
6. Tree protection barricades shall be provided by Landscape Contractor around existing trees that may be impacted by the proposed construction. Prior to any construction a tree protection barricade inspection shall be conducted by the Landscape architect, owner or governing municipality. Refer to landscape detail for tree preservation barricade details.

SHEET TITLE:
DISPOSITION PLAN
SHEET NUMBER:
L-1.0
OF



Digitally signed by
Michael D Grosswirth
DN: c=US, o=THOMAS
ENGINEERING GROUP
LLC,
ou=A01410C00000172
0E31831F0000EFAC,
cn=Michael D
Grosswirth
Date: 2022.09.09
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ALL EXISTING INVASIVE & EXOTIC SPECIES ARE TO BE
REMOVED FROM SITE

Packet Fig.



HOMAS
ENGINEERING GROUP

CIVIL ENGINEERS • PROJECT MANAGERS • LAND PLANNING • LANDSCAPE ARCHITECTS

■ 6300 NW 31st Ave.
FT. LAUDERDALE, FL 33309
P-954-422-7000
F-954-207-7903

■ 1502 W. FLETCHER AVE.
SUITE 101
FT. LAUDERDALE, FL 33312
P-813-379-1000
F-813-379-1003

■ 125 W INDIANTOWN RD.
SUITE 206
DADE CITY, FL 34608
P-561-207-7903
F-561-207-7903

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REVISIONS			
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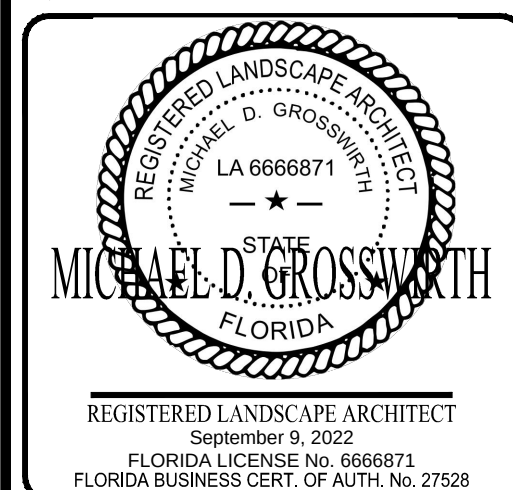


PROJECT No.:
DRAWN BY: LD
CHECKED BY: MDG
DATE: 08/30/2122
SCALE: AS NOTED
CAD I.D.: FT220032 LANDSCAPE

PROJECT:



**1502 W. FLETCHER AVE, SUITE 101
TAMPA, FLORIDA 33612**
Phone: (813) 379-4100
Fax: (813) 379-4040
www.ThomasEngineeringGroup.com



SHEET NUMBER:
L-2.1
OF

Michael D Grosswirth

Digitally signed by
Michael D Grosswirth
DN: c=US, o=THOMAS
ENGINEERING GROUP
LLC,
ou=A01410C000001720
E31831F0000EFAC,
cn=Michael D Grosswirth
Date: 2022.09.09
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LANDSCAPE GENERAL NOTES**A. SCOPE OF WORK**

1. THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER UTILITIES/NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL PLANTING AREAS OF THIS CONTRACT UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, AND OTHER ITEMS OF CONSTRUCTION AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THIS CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS, EXISTING OR OTHERWISE, CAUSED BY CARELESS OPERATION OF EQUIPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP – LINE OR THE SPILLING OF OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP – LINE.

2. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT, TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS (\$100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY PERCENT (20%) PER INCH OVER FOUR INCHES (4") CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES, OR AS MAY BE REQUIRED BY THE REGULATING GOVERNMENT AGENCY, WHICHEVER IS GREATER. CALIPER SHALL BE MEASURED AT BREAST HEIGHT OR FOUR FEET (4') ABOVE SURROUNDING GROUND.

D. MATERIALS

1. SUBMITTALS: GENERAL SAMPLES OF PLANTING MATERIALS AS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON APPROVAL OF SAMPLES, DELIVERY OF MATERIALS MAY BEGIN.

MATERIALS SAMPLE SUBMITTALS

MULCH ONE (1) CUBIC FOOT
TPOISOL ONE (1) CUBIC FOOT
PLANTS ONE (1) REPRESENTATIVE SAMPLE OF EACH VARIETY

2. PLANT MATERIALS

A) GENERAL: PLANT SPECIES, SIZES, & QUANTITIES SHALL, AT A MINIMUM, CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION, ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" PARTS I AND II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. PLANTS SHALL BE FLORIDA NO. 1, AS AN ABSOLUTE MINIMUM UNLESS OTHERWISE SUPERSEDED BY A FLORIDA FRESHLY DESIGNATED, AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL – BRANCHED AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER, WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.

B) MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE TOP OF ROOT BALL (TRUNK FLARE) AND/OR ACROSS THE AVERAGE SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C) INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH PRELIMINARY APPROVAL SHALL NOT SUPERSEDE THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF BALLS OR ROOTS, LATENT DEFECTS OR INJURIES, PRESENCE OF INSECTS, AND OTHER CONDITIONS THAT MAY HAVE OCCURRED SINCE THE NURSERY INSPECTION. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

D) AMENDED PLANTING SOIL: PLANTING SOIL TO USE IN BACK FILLING PLANTING HOLES SHALL BE FORTY PERCENT (40%) TPOISOL AND SIXTY PERCENT (60%) SAND AND BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND OBTAINED FROM A WELL-DRAINED, ARABLE SITE. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND SHALL BE FREE FROM HEAVY CLAY, COARSE SAND, STONES, LIME, LUMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, OR NOXIOUS WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. PH RANGE SHALL BE 5.0 TO 7.0 INCLUSIVE.

E) SAND SHALL BE CLEAN, WELL DRAINING NATIVE SAND. IF REQUESTED, CONTRACTOR SHALL AT ANY TIME AND AT NO COST TO OWNER, SUBMIT RESULTS OF SOIL TESTS FOR TPOISOL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY OWNER.

E. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE GROWTH OF PLANTS AND SHALL NOT CONTAIN HARMFUL NATURAL OR MAN – MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SUCH SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

F. COMMERCIAL FERTILIZER

1. COMMERCIAL FERTILIZER SHALL BE A COMPLETE FORMULA; IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.

2. FERTILIZER (SOD) OF THE NITROGEN SHALL BE DELIVERED FROM NATURAL ORGANIC SOURCES. THE FOLLOWING FERTILIZERS SHALL BE USED AND APPLIED AT RATES AS SUGGESTED BY MANUFACTURER'S SPECIFICATIONS:

1. SHRUBS AND TREES – MILORGANITE, OR APPROVED EQUAL
2. ANNUALS AND GROUNDCOVERS – OSMOCOTE/SIERRA BLEND 14 – 14 – 14
3. SOD – 8 – 8 – 8

IN ADDITION TO SURFACE APPLIED FERTILIZERS, ALL CONTAINER GROWN AND FIELD GROWN PLANT MATERIAL SHALL RECEIVE "AGRIFORM" PLANTING TABLETS 24 – 10 – 5 FORMULA, 21 GRAM OR EQUAL. THESE TABLETS SHALL BE PLACED AT THE RATE AND DEPTH SPECIFIED BY MANUFACTURER.

G. MULCH

1. MULCH SHALL BE FROM SHREDDED WOOD DERIVED FROM MELALEUCA OR OTHER INVASIVE TREE SPECIES AND SHALL BE STERILIZED TO EFFECTIVELY ELIMINATE ALL SEEDS, SPORES, ETC. AND RENDER THEM BARREN.

2. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT AND APPLIED AT A DEPTH OF THREE INCHES (3"). MULCH IS TO BE KEPT 2-3" FROM THE STEM OF ALL GROUNDCOVERS & 3-6" FROM THE TRUNK OF ALL TREES & PALMS.

3. MULCH SHALL BE GRADE "B" SHREDDED, AND SHALL BE APPLIED EVENLY AND SMOOTH TO PLANTED AREAS.

4. NO RED OR COLORED MULCH SHALL BE ACCEPTED UNLESS SPECIFIED ACCORDINGLY. NO CYPRESS MULCH OR PINK BARK SHALL BE USED.

H. DIGGING AND HANDLING

1. PROTECT ROOT SYSTEMS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN AND DRYING WINDS. WATER EROSION, AND OTHER HARMFUL CRITERIA AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT BREAKING AND DRYING OUT DURING LOADING, TRANSIT, AND UNLOADING/PLANTING. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTIRANSPIRANT PRODUCT ("WILTBRUP" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS, AND IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. NO PLANT WITH A ROOTBALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. THE ROOTS SHALL NOT BE CUT WITHIN THE MINIMUM SPREAD SPECIFIED IN THE PLANT LIST. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT IN MOVING AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL AS BE BY

"GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. PRUNING PRACTICED OTHER THAN MINIMAL PRUNING OF FRONDS, PRIMARILY TO REACH A "CLEAR TRUNK" SPECIFICATION, MAY CONSTITUTE REJECTION, OF ALL PALMS SUBJECTED TO SUCH PRACTICE. LIKEWISE, EXCESSIVE PRUNING OR "SHAVING" OF ROOT BALLS TO MEET "CLEAR TRUNK" CRITERIA MAY CONSTITUTE REJECTION ON SITE. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL ON THE PLANTING DETAILS SHEET.

5. EXCAVATION OF PLANTING HOLES SHALL BE DONE USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS, AND PREPARED SUB-BASES.

I. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL – ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, AND SHALL MEET MINIMUM SPECIFICATIONS IN THE PLANT LIST.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. PLANT ROOTS BOUND IN CONTAINERS OR WITH CIRCLING ROOTS SHALL NOT BE ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NEED AUTHORIZATION FROM THE OWNER. LIKEWISE, SUBSTITUTION OF CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE BALLED AND BURLAPPED/FIELD GROWN WILL NEED AUTHORIZATION FROM THE OWNER AND LA OF RECORD PRIOR TO THE ORDERING OF ANY MATERIALS.

5. ALL PLANT MATERIALS SHALL MEET THE MINIMUM SPECIFICATIONS LISTED IN THE PLANT SCHEDULE; SIZE (HEIGHT/SPREAD) SPECIFICATIONS TAKE PRECEDENCE OVER GALLON SIZES (IF GALLON SIZES ARE SPECIFIED).

J. COLLECTED STOCK

1. WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED ON THE PLANT LIST SCHEDULE, THE MINIMUM SIZES OF ROOT BALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

K. NATIVE STOCK

1. PLANTS COLLECTED FROM WILD OR NATIVE STAND SHALL BE CONSIDERED GROWN WHEN THEY HAVE BEEN SUCCESSFULLY REESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

L. MATERIALS LIST

1. QUANTITIES REQUIRED TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED. QUANTITY DRAWINGS HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN A BIDDER'S TAKE OFF AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF BIDS. DRAWING SHALL TAKE PRECEDENCE. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE. WHERE NO GALLON SIZE IS SPECIFIED ON CONTAINERIZED SHRUBS OR GROUNDCOVERS, THE HEIGHT & SPREAD SPECIFICATIONS SHALL PREVAIL.

M. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS.

N. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBSCURABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE COMPLETELY REMOVED FROM THE SITE. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY AFFECT THE VIABILITY OF THE PLANTS TO BE INSTALLED, HE/SHE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S CONSTRUCTION MANAGER OR DESIGNED.

2. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE PROHIBITED TO REMOVE VEGETATION BY GRUBBING OUT OR TO PLACE SOIL, DEBRIS, OR OTHER MATERIALS, OR CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE JURISDICTIONAL MUNICIPALITY

3. VERIFY LOCATIONS OF ALL UTILITIES, CONDUTS, SUPPLY LINES AND CABLES. INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS LINES AND TANKS, WATER, SANITARY SEWER, STORM WATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.

4. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO MINIMUM DEPTH OF APPROXIMATELY 20% GREATER THAN THE RECOMMENDED PLANTING SOIL DEPTH – AS SPECIFIED BY THE JURISDICTIONAL CODE. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TPOISOL FROM AN ONSITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE OR CONTACT OWNER'S CONSTRUCTION MANAGER OR DESIGNER FOR RESOLUTION.

CONTRACTOR IS TO ENSURE THAT ALL COMPACTED SOIL, ROAD ROCK, & EXCESS DEBRIS SHALL BE REMOVED & A 24" LAYER OF NON-LIMEROCK PLANTING SOIL FAVORABLE TO SHRUB GROWTH & SUSTAINABILITY EXISTS OVER ALL PLANTING AREAS. TREE PITS SHALL BE EXCAVATED & BACKFILLED WITH PLANTING SOIL TO A MINIMUM DEPTH OF 30".

5. RECOMMENDED PLANTING SOIL DEPTH IS GENERALLY AS FOLLOWS:

ALL TREES AND TALL SHRUBS (INDICATED AS "SHRUBS" & "SHRUB AREAS" ON THE PLANT SCHEDULE) SHALL BE PLANTED WITH A MINIMUM OF 12" TPOISOL AROUND AND BENEATH THE ROOTBALL; MINIMUM TPOISOL SHALL BE 6" FOR LOW SHRUBS/GROUNDCOVER AREAS AND 2" FOR SODDED GRASS AREAS.

THE MINIMUM TPOISOL DEPTHS ARE IN ADDITION TO A MINIMUM NON-LIMEROCK SOIL DEPTH OF 10"-18", CONSISTING OF EXISTING UNDISTURBED OR NATIVE SOIL THAT WAS STORED/STOCKPILED ON SITE AND REUSED, OR CLEAR IMPORTED PLANTING SOIL WITH A RANGE OF ORGANIC MATTER BETWEEN 3-5% CONTAINING NO STONES GREATER THAN AN INCH AND A HALF IN DIAMETER IN ANY DIRECTION. TPOISOL DEPTHS PLUS PLANTING SOIL/EXISTING NATIVE SOIL MINIMUM DEPTHS ARE IN ADDITION TO ANY LIMESTONE/LIMEROCK SUBGRADE, & IN ADDITION TO EXCAVATION WIDTHS REQUIRED FOR TREE PITS AS SHOWN ON THE PLANTING DETAILS.

PURSUANT TO THE ABOVE, THE TOTAL MINIMUM DEPTH OF VIABLE NON-LIMEROCK PLANTING SOIL, INCLUDING EXISTING VIABLE UNDISTURBED OR STOCKPILED SOIL (IF PRESENT), REQUIRED TO BE PROVIDED ABOVE ANY LIMESTONE/LIMEROCK SUBGRADE CONDITION SHALL BE 12" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR SOD AREAS; 16" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR GROUNDCOVERS; 24" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR SHRUBS/SHRUB AREAS; AND 30" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR TREE PITS. DESIGNATION OF "TREES," "SHRUBS"/"SHRUB AREAS," AND "GROUNDCOVERS" SHALL BE CONSISTENT WITH THE LABELING OF PLANT MATERIALS SHOWN ON THE LANDSCAPE PLANT LIST SCHEDULE, WITH THE EXCEPTION OF COMMON TURFGRASSES WHICH MAY BE INDICATED AS "GROUNDCOVERS." NONE OF THE ABOVE MINIMUMS SHALL PRECLUDE THE CONTRACTOR FROM EXCAVATING & PROVIDING SOIL IN ACCORDANCE WITH NOTE N.4 OR N.9.

IMPORTED PLANTING SOIL SHALL BE IN ACCORDANCE WITH NOTE D.2.D. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE & TAKE NECESSARY MEASURES AS PART OF DUE DILIGENCE TO DETERMINE THE EXTENT OF EXCAVATION REQUIRED & TO DETERMINE THE AMOUNT OF PLANTING SOIL NECESSARY TO ENSURE LONG-TERM SUSTAINABILITY & SURVIVAL OF THE PLANT MATERIALS IN ACCORDANCE WITH THIS CONTRACT.

6. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE. 7. GENERAL: COMPLY WITH FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT REMAIN UNPROTECTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

8. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE THE PLANTING WITH THE IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION ITEMS AND PLANTS.

9. ALL PLANTING HOLES SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD TO NURSERY STOCK 280.3, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL AS SPECIFIED HEREIN BEFORE (SEE MATERIALS, SECTION D). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE/RETENTION IS AVAILABLE. NO ALLOWANCE WILL BE MADE

FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. POOR DRAINAGE CONDITIONS TYPICALLY HAVE A PERCOLATION RATE OF 4" OR LESS PER HOUR, AS DETERMINED BY THE GEOTECHNICAL ENGINEER. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL RECOMMENDED.

10. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS, CURBS, PAVING, AND OTHER HARDSCAPE MATERIALS WHILE INSTALLING TREES.

11. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION D (MATERIALS) OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING HOLE SHALL RECEIVE 23-GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURER'S SPECIFICATIONS OR AS FOLLOWS:

- TWO (2) TABLETS PER 1 GAL. PLANT
- THREE (3) TABLETS PER 3 GAL. PLANT
- FOUR (4) TABLETS PER 10 GAL. PLANT LARGER MATERIAL
- TWO (2) TABLETS PER HALF INCH (1/2") OF TRUNK CALIPER

12. TREES AND SHRUBS SHALL BE SET STRAIGHT AND AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE TOP OF THE ROOT SYSTEM FOR SHRUBS AND GROUNDCOVER OR TRUNK FLARE (TREES AND PALMS) WILL STAND ONE (1) TO TWO (2) INCHES ABOVE FINAL GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PLANTING HOLE.

13. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES. IF NECESSARY, IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET OR OTHER TAMPING DEVICE. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, ETC., SHALL BE PULLED FROM UNDERNEATH.

14. PRUNING: FOR DAMAGED OR BROKEN LIMBS, EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE SPECIES. ALL SUCKER GROWTH SHALL BE COMPLETELY REMOVED PRIOR TO DIGGING.

15. SHRUBS AND GROUNDCOVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED IN THE PLANT LIST. CULTIVATE ALL MASS PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE OF ALL DEBRIS, TILL 4" OF PLANTING SOIL MIX INTO THE NEWLY TILLED PLANTING BED FOR GENERAL NUTRIENT DISBURSEMENT. MASS PLANTING BED IS NOW READY TO RECEIVE HOLES FOR NEW PLANTS. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

16. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO ENSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. TREES SHALL USE ARBORTITE AS PER DETAIL SHEET. PALMS SHALL USE WOOD BRACING PER DETAIL SHEET.

17. MULCHING: PROVIDE A THREE INCH (3") MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUNDCOVER AND WINE BED AND TREE PIT FOR TREES AND PALMS. MIN. THREE INCH (3") FROM EDGE OF TRUNKS). – UNLESS OTHERWISE REQUIRED BY LOCAL CODES AND SPECIFIED AS SUCH.

18. SYSTEMIC HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER OR THEIR DESIGNEE, A SYSTEMIC HERBICIDE SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS. THE MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. AFTER MULCH HAS BEEN APPLIED TO PLANTING BEDS AND TREE RINGS, TREAT ALL MULCHED AREAS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.

O. LAWN SODDING

STENOTAPHRUM SECUNDATUM, V. "FLORITAM" UNLESS OTHERWISE NOTED. (ST. AUGUSTINE SOD SOLD).

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING: COMPLETE IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A GRASS LAWN ACCEPTABLE TO THE OWNER AND GOVERNING AGENCIES.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND OTHER DEBRIS, AND THE SOIL BROUGHT TO AN EVEN PREPARED GRADE TO ALLOW FOR SOIL PREPARATION BELOW.

3. SOIL PREPARATION: PREPARE LOOSE BED FOUR INCHES (4") DEEP. APPLY FERTILIZER AT A RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. APPLICATION SHALL BE UNIFORM, UTILIZING COMMERCIAL BROADCAST SPREADERS. MIX FERTILIZER THOROUGHLY WITH THE SOIL TO A DEPTH OF THREE INCHES (3"). HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY TO PREPARE FOR SOD INSTALLATION.

4. SODDING: THE CONTRACTOR SHALL SOD ALL THE PVIOUS AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS TO CREATE A UNIFORM, NEW TURF BLANKET FOR THE SITE. ALL PVIOUS AREAS TO REMAIN THAT ARE DISTURBED BY CONSTRUCTION & NOT SHOWN TO HAVE SHRUBS OR GROUNDCOVER ON THE LANDSCAPE PLAN SHALL BE SODDED BY CONTRACTOR. ALL SOD OFF-SITE OR IN THE RIGHT-OF-WAY (DEDICATED OR OTHERWISE) SHALL BE BAHIA 'ARGENTINE' SODD SOD UNLESS OTHERWISE NOTED.

A) THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS, AND DISEASE OF ANY KIND. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER TO MAKE A SOLID, SODDED LAWN AREA.

B) SOD SHALL BE LAID IN ROWS WITH EVERY OTHER ROW STAGGERED HALFWAY BETWEEN THE NEXT TO INSURE NO CONTINUOUS STAGGED JOINTS. SEW JOINTS OF SOD TO INSURE A TIGHT FIT AT JOINTS, WITH GAPS NO GREATER THAN 1" BETWEEN SOD PANELS.

C) SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A FOUR INCH (4") MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED TO THOROUGHLY MOISTEN THE SOIL BENEATH. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND AS APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN.

5. DURING DELIVERY, PRIOR TO ADD DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE INSTALLED DURING THE DAY OF ITS ARRIVAL.

6. LAWN MAINTENANCE:

A) WITHIN THE SITE, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS UNTIL CERTIFICATION OF ACCEPTABILITY BY OWNER OR AS IN THE ORIGINAL WORK SCOPE AND PROCESS (INCLUDING REGARDING IF NECESSARY).

B) WATER EVERY DAY FOR FOURTEEN (14) SUCCESSIVE DAYS, THEN WATER THREE (3) TIMES PER WEEK (AT EVEN INTERVALS) UNTIL FULLY ESTABLISHED OR UNTIL AUTOMATIC IRRIGATION SYSTEM IS FULLY OPERATIONAL AND PROGRAMMED ACCORDINGLY. COORDINATE WATERING SCHEDULE WITH NATURAL RAINFALL. RAINFALL EVENTS IN DURATION OF TWENTY (20) MINUTES OR MORE THAT PRODUCE MORE THAN A HALF INCH (1/2") OF PRECIPITATION WILL NEGATE THE NEED FOR WATERING OF THE FOLLOWING DAY IF PREVIOUSLY SCHEDULED. ALL WATERING SHALL BE OF SUFFICIENT QUANTITY TO WET OR RESTORE WATER TO A DEPTH OF FOUR INCHES (4").

P. CLEANUP

1. UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

Q. PLANT MATERIAL MAINTENANCE

1. ALL PLANTS AND PLANTING MATERIALS INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY ENTRENCHES, INC. SEE WWW.BIOBARRIER.COM FOR ADDITIONAL INFORMATION AND PRODUCT SPECIFICATION. HORT ENTERPRISES, INC. P.O. BOX 2448 POMPAHO BEACH, FL 33061 1-800-966-4678

2. PRODUCT SHALL BE A BIOLOGICAL BARRIER UTILIZING LIME-RELEASE CAPSULES INTEGRATED INTO A GEOTEXTILE FABRIC. ACTIVE HERBICIDE SHALL BE A TRIFLURALIN, AND MINIMUM TIME RELEASE OF EFFECTIVE PRODUCT SHALL BE 1-5 YEARS IN THE MOST ADVERSE CONDITIONS FOR SUCH A PRODUCT. ALTERNATIVELY, A RIGID PHYSICAL ROOT BARRIER SUCH AS "DEEP ROOT" HARD PLASTIC AT LEAST 24" IN DEPTH SHALL BE USED.

R. MAINTENANCE (ALTERNATIVE BID ITEM)

1. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR LANDSCAPE AND IRRIGATION MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST PER MONTH BASIS.

S. GUARANTEE

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER OR OWNER'S DESIGNEE. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CARE & MAINTENANCE OF THE PLANT MATERIAL UNTIL THE END OF ESTABLISHMENT OR 60 DAYS AFTER FINAL LANDSCAPE CERTIFICATION BY THE LANDSCAPE ARCHITECT, WHICHEVER IS LATER, & SHALL COORDINATE WITH THE IRRIGATION CONTRACTOR AS NEEDED TO ENSURE ADEQUATE WATER IS SUPPLIED TO THE PLANT MATERIAL DURING ESTABLISHMENT. AT THE END OF THE ESTABLISHMENT PERIOD, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THE IRRIGATION TIME/CLOCK IS ADJUSTED TO A NORMAL WATERING CYCLE PER THE IRRIGATION WATERING SCHEDULE SHOWN ON THE IRRIGATION PLANS.

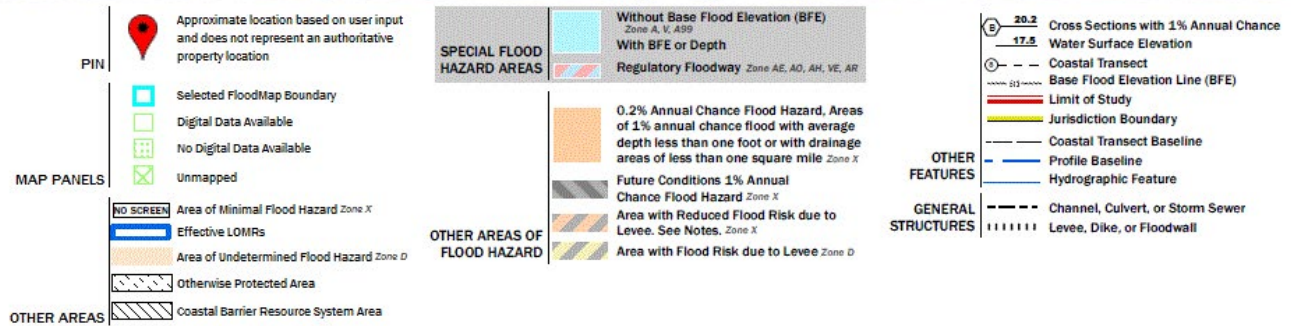
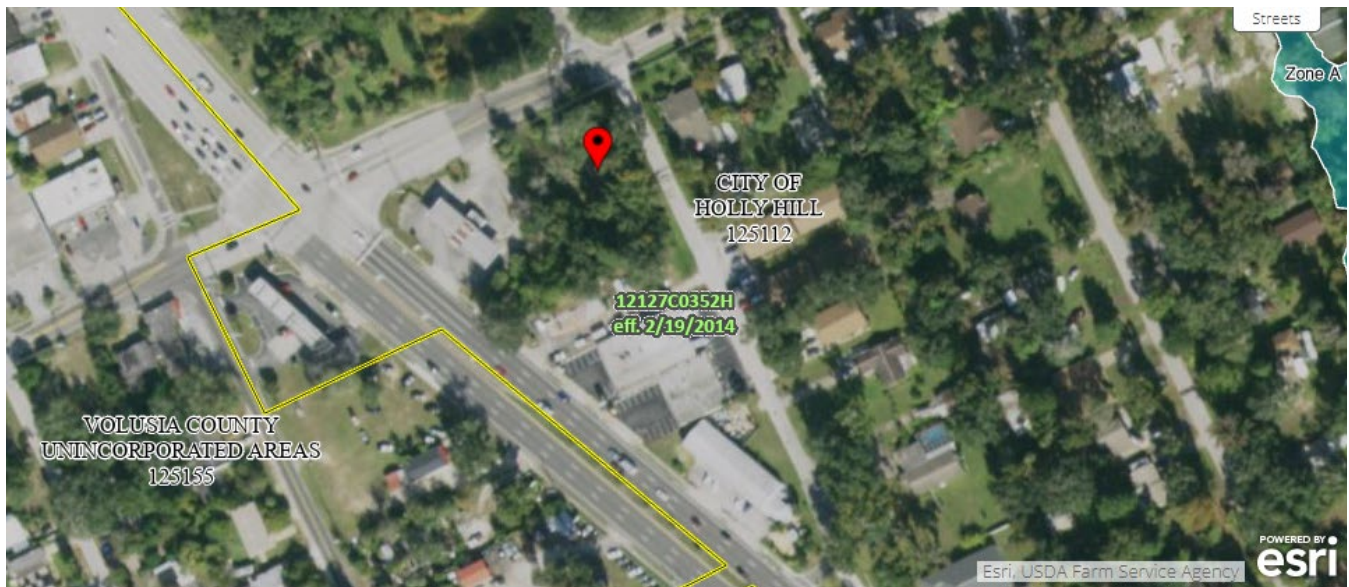
2. THE LIFE AND SATISFACTORY CONDITION OF ALL SOD INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF NINETY (90) DAYS COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNERS OR OWNER'S DESIGNEE.

3. REPLACEMENT: ANY PLANT NOT IN A HEALTHY, THRIVING GROWING CONDITION SHALL BE REMOVED FROM THE SITE AND REPLACED AS QUON AS WEATHER CONDITIONS PERMIT. SHOULD THE OWNER EJECT, TREES AND PALMS MAY BE GIVEN A PERIOD OF NINETY (90) DAYS BEFORE REMOVAL TO ALLOW THE CONTRACTOR TO RESURRECT THE TREE OR PALM IN QUESTION AND BRING IT TO A THRIVING, HEALTHY CONDITION. ALL REPLACEMENTS SHALL BE PLANTS OF LIKE KIND, CONDITION AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED, PLANTED, AND MULCHED AS SPECIFIED WITHIN THESE SPECIFICATIONS, AT NO ADDITIONAL COST TO THE OWNER. ANY REPAIRS FROM THIS REPLACEMENT MATERIAL SHALL BE SOLELY THE CONTRACTOR'S RESPONSIBILITY. REPLACEMENT MATERIAL SHALL BE GUARANTEED TO A ONE (1) YEAR PERIOD FROM THE DAY OF REPLACEMENT ACCEPTED BY THE OWNER. SHOULD REPLACEMENT MATERIAL FAIL WITHIN THE GUARANTEE PERIOD, OWNER MAY OPT FOR A CREDIT OF THE MONETARY AMOUNT FOR THE REPLACEMENT MATERIALS AT A RATE OF THE ORIGINAL CONTRACT BID RATE, IN LIEU OF AN ADDITIONAL REPLACEMENT.

4. IN THE EVENT THE OWNER ELECTS NOT TO CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER OR THEIR DESIGNEE, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH OF ITEMS UNDER REPLACEMENT WARRANTY. IT IS SUGGESTED SUCH SITE VISITS

Aerial





Flood Map

FLU MAP

FLU is Commercial

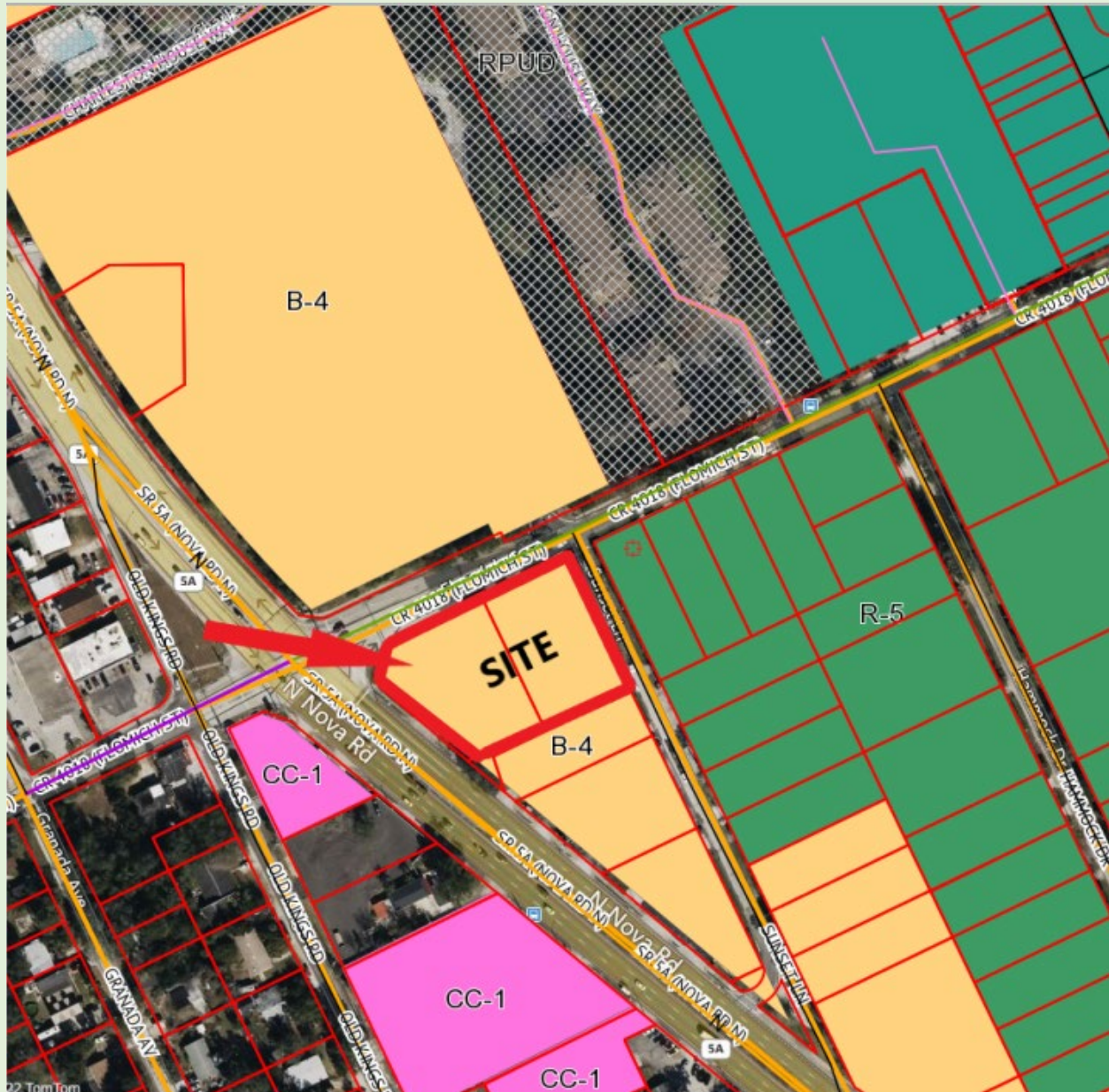


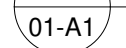
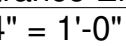
Location Map

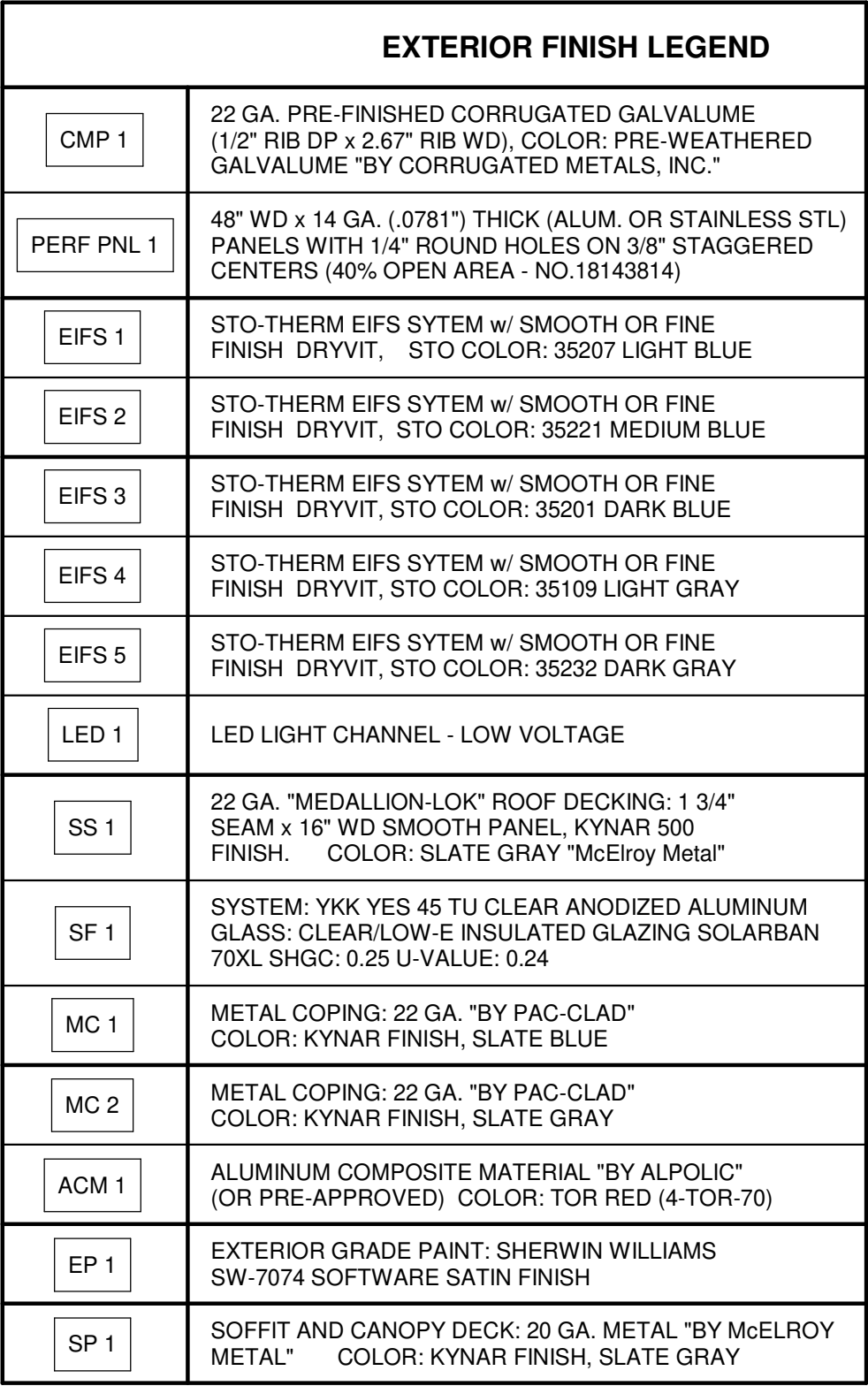


ZONING MAP

Property is zoned B-4 – Highway Business District



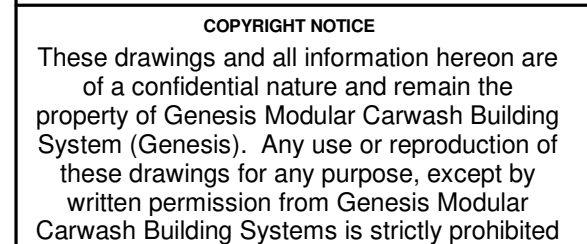
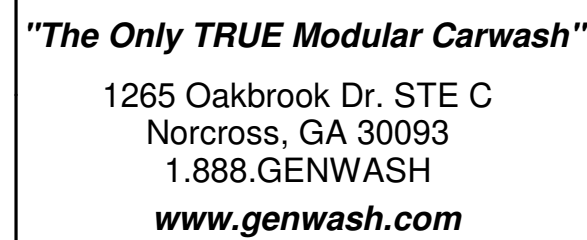
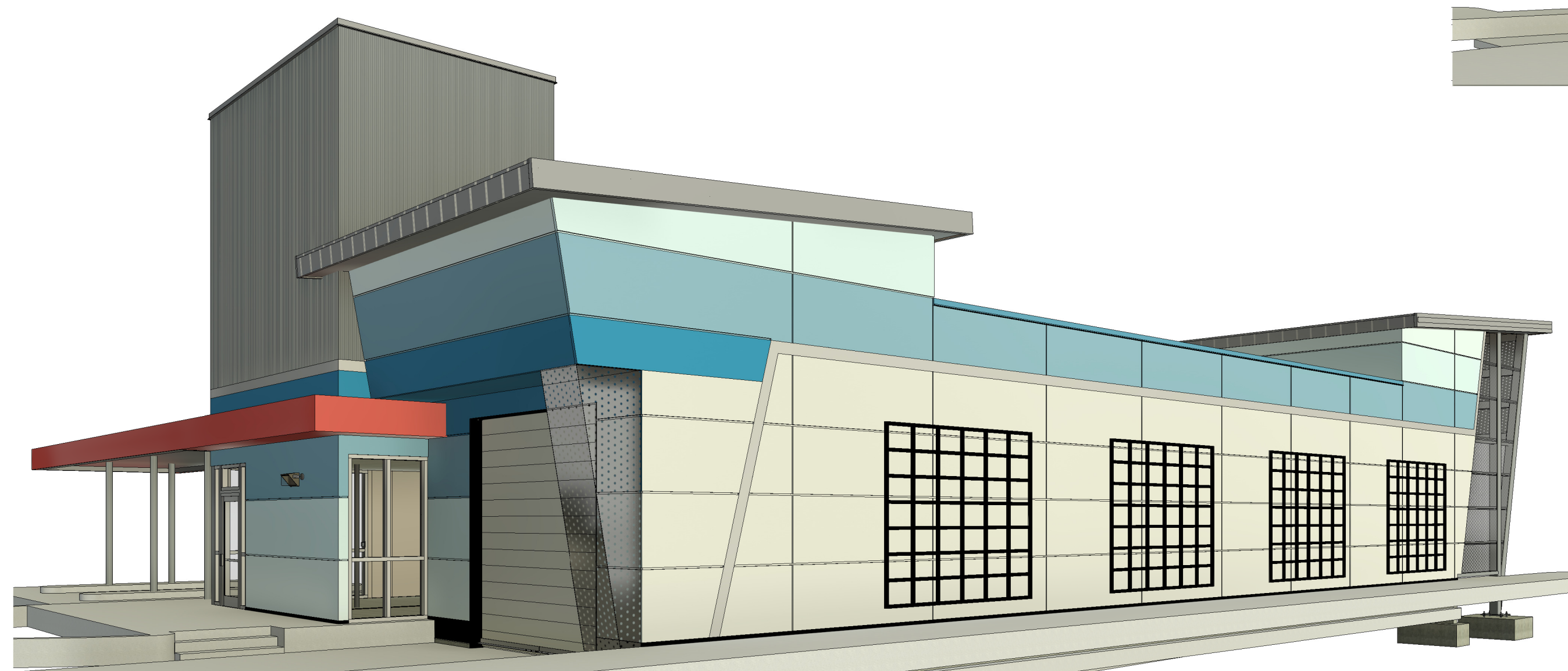




4	Equipment Room Side
01-A1	3/16" = 1'-0"



Scale	As indicated
-------	--------------



PROFESSIONAL SEAL

CLIENT	
--------	--

PROJECT NAME

90' Car Wash

SHEET TITLE

Perspective Views

PROJECT NUMBER
-

ADDRESS

6701 Ulmerton Road
Largo, Florida 33771

GENESIS NO. _____

MODEL NO. _____

DATE	06/07/22
------	----------

PROFESSIONAL IN CHARGE

PROJECT MANAGER

DRAWN BY TD

QUALITY CONTROL	
-----------------	--

01-A4

Page	Of	54
------	----	----

Scale

ALTA/NSPS LAND TITLE SURVEY

DESCRIPTION:

PARCEL I:

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH 50°04'57" WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF 0°37'13" A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH 64°17'40" EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH 64°17'46" EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH 25°38'25" EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH 64°24'33" WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH 02°11'58" WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH 25°38'25" EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH 50°03'23" EAST OF SAID INTERSECTION; THENCE NORTH 25°38'25" WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

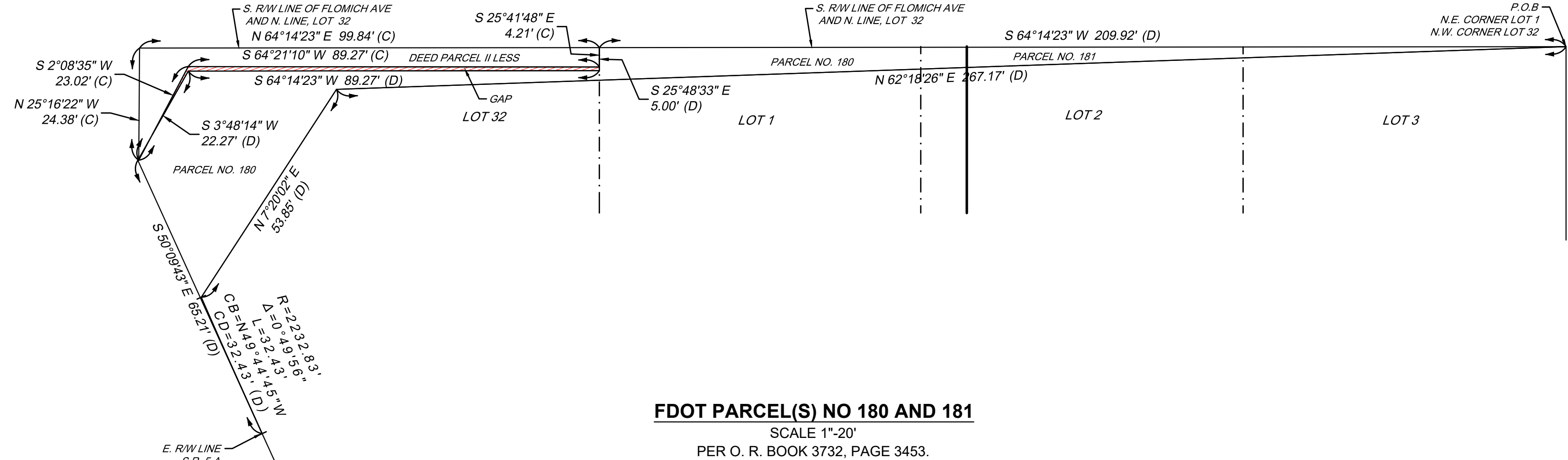
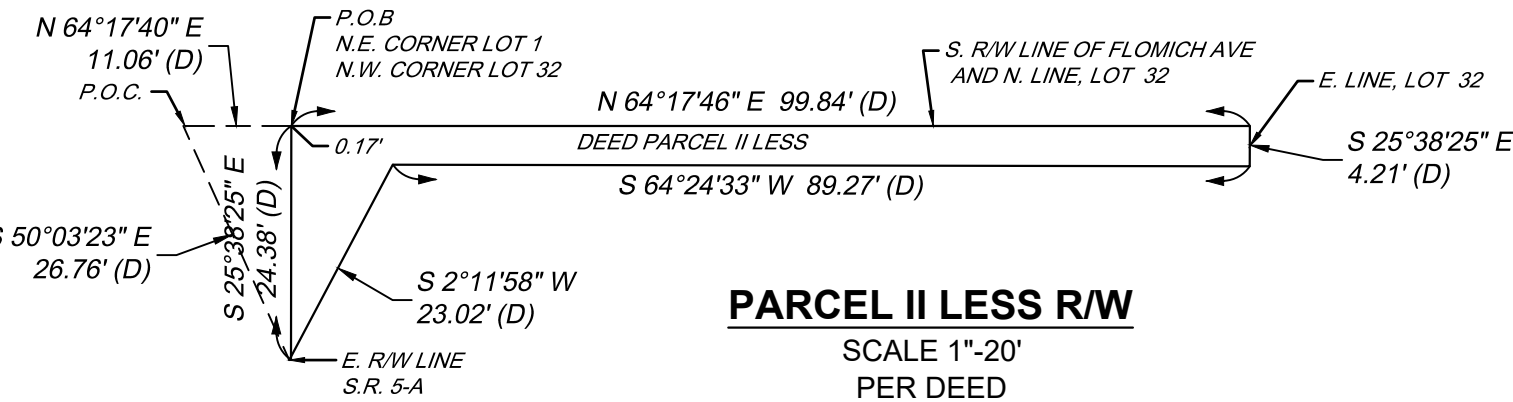
TITLE COMMITMENT NOTES:

THE LANDS AND EASEMENTS SHOWN HEREON ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING DOCUMENTS (UNLESS OTHERWISE NOTED BELOW) CONTAINED IN THE COMMITMENT, AS ISSUED BY FIRST AMERICAN LAND TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 2080-5874183; WITH AN EFFECTIVE DATE OF JANUARY 28, 2022 @ 8:00 A.M., THE DOCUMENTS NOTED BELOW ARE ALL RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND CITED IN SCHEDULE B-II OF SAID COMMITMENT AS FOLLOWS:

9. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF LARSEN SUBDIVISION, AS RECORDED IN PLAT BOOK 11, PAGE(S) 252, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C). [THIS DOCUMENT DESCRIBES THE SUBJECT PROPERTY AS DEPICTED HEREON.]

BOUNDARY NOTES:

1. THIS PROPERTY IS SUBJECT TO TWO (2) FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY (R/W) PARCEL DESCRIPTIONS ALONG THE SOUTH R/W LINE OF FLOMICH STREET THAT CREATE THREE (3) R/W PARCELS. THE FIRST R/W PARCEL IS A LESS OUT PORTION OF PARCEL II OF THE LEGAL DESCRIPTION. THE SECOND AND THIRD PARCELS ARE PER R/W ORDER OF TAKING, AS RECORDED IN O. R. BOOK 3732, PAGE 3453 FOR PARCEL(S) NO 180 AND 181.
2. EACH OF THE TWO DESCRIPTIONS HAVE DIFFERENT BEARING ALONG THE S. R/W OF FLOMICH STREET. THE FIRST RIGHT-OF-WAY PARCEL HAS A DEED BEARING OF N 64°17'46" E ALONG SOUTH R/W LINE OF FLOMICH STREET. THE SECOND DESCRIPTION FOR PARCELS NO 180 AND 181 HAVE A BEARING OF S 64°14'23" W ALONG THE SOUTH R/W LINE OF FLOMICH STREET.
3. WHEN THE TWO DEEDS ARE ALIGNED TO MATCH ALONG A COMMON BEARING AS DEPICTED BELOW IT CREATES A GAP OF LAND BETWEEN THE R/W PARCELS. THIS IS DUE TO EACH DEED HAVING A DIFFERENT DISTANCE ALONG THE WEST LINE OF LOT ONE WITH THE DEED HAVING A DISTANCE OF 4.21' AND THE R/W TAKING HAVING A DISTANCE OF 5.00 ALONG THE SAME COURSE WHICH CREATES A 0.79' GAP ALONG THE LOT LINE. ALTHOUGH THE DEED FOR R/W PARCELS NO 180 AND 181 DOES NOT HAVE SECONDARY BOUNDARY CALLS ALONG THE EXISTING R/W LINE IT DOES HAVE THE SAME COURSE DISTANCE OF 89.27' AS THE FIRST R/W THUS IT IS BELIEVED THAT THE INTENT OF THE DESCRIPTION WAS SUCH AS TO NOT CREATED A GAP BETWEEN EACH DESCRIPTION.



FDOT PARCEL(S) NO 180 AND 181
SCALE 1"=20'
PER O. R. BOOK 3732, PAGE 3453.

PRELIMINARY DRAWING

1	04/08/22	VERIFIED E. R/W LINE OF U.S. 41, SET MONUMENTS	NM	NM
REV	MM/DD/YR	DESCRIPTION	DWN BY	APP BY

SURVEYOR'S NOTES:

1. THE INTENT OF THIS SURVEY IS TO PREPARE A ALTA/NSPS LAND TITLE SURVEY TO DEPICT THE EXISTING CONDITIONS FOR PROPOSED CAR WASH SITE. REUSE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT THE WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING SHOWN HEREON SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
2. THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THOMAS ENGINEERING GROUP AND ECP PARTNERS. OR THE PARTIES CERTIFIED HEREON FOR THE EXPRESS PURPOSE STATED HEREIN. COPYING, DISTRIBUTING, AND/OR USING THIS DRAWING, IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN ORIGINALLY INTENDED WITHOUT WRITTEN CONSENT FROM CARLSON ENVIRONMENTAL CONSULTANTS, PC. RETAINS THE RIGHT TO INTERPRET ANY INFORMATION CONTAINED HEREON.
3. THE HORIZONTAL AND VERTICAL CONTROL MEASUREMENTS SHOWN HEREON ARE BASED ON GPS MEASUREMENTS OBTAINED UTILIZING A TRIMBLE R12 GNSS ROVER" REAL TIME KINEMATIC (RTK) RECEIVER USING "TSC-5 DATA COLLECTOR(S) WITH TRIMBLE ACCESS 2020 SOFTWARE". RTK CORRECTIONS WERE OBTAINED UTILIZING FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATEWIDE SERVICE AND PROCESSED WITH TRIMBLE BUSINESS CENTER SOFTWARE.
4. BEARINGS SHOWN HEREON AS (F) FIELD ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 / 2011 ADJUSTMENT (NAD 83/11). THE BOUNDARY LINES WERE PLOTTED BASED ON A BEST FIT OF FOUND BOUNDARY AND RIGHT-OF-WAY MONUMENTS BASED ON THE GPS RTK CORRECTIONS. THE BEARING OF N 89°50'30" E ALONG _____, PAGE _____, PUBLIC RECORDS OF _____ COUNTY, FLORIDA.
5. THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20 OF THE MAP SCALE. HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY BE ENLARGE FOR CLARITY.
6. THE TWO SITE BENCHMARKS AND VERTICAL CONTROL ELEVATIONS USED IN THE ABOVE GPS SITE CALIBRATION ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) AND WERE OBTAINED BASED ON A LEVEL LOOP USING A TRIMBLE DMI 0.8MM DIGITAL LEVEL TO THE SITE FROM THE FOLLOWING FLORIDA DEPARTMENT OF TRANSPORTATION SURVEY BENCHMARK
79 98 A BM 6023 ELEVATION = 30.74 (NAVD '29)
- THE MARKER IS A 4"x4" CONCRETE MONUMENT WITH F.D.O.T. BRASS DISK, STAMPED "79 98 A BM 6023". MARKER IS 1.89 MILES SOUTH OF TEH INTERSECTION OF STATE ROAD 40, AND STATE ROAD 5A (NOVA ROAD). THE MARKER IS ON NOVA ROAD BASELINE STATION 645+09.00, 91.23 FEET LEFT, APPROXIMATE N 80° W A DISTANCE OF 60.4 FEET FROM A CROSSING SIGNAL, APPROXIMATELY N 42° E A DISTANCE OF 119 FEET FROM A SPEED LIMIT SIGN, AND APPROXIMATELY N 46° W A DISTANCE OF 91.7 FEET FROM A POWER POLE ON THE SOUTH SIDE OF GOLF AVENUE.
7. THE INTENDED MAP SCALE IS 1"=20' FOR THE BOUNDARY MAP AND TOPOGRAPHIC SURVEY ON SHEETS 2 AND 3.
8. THIS SITE DOES HAVE BUILDINGS AND FENCES ON PREMISE.
9. THIS FIRM HAS IDENTIFIED VARIOUS TYPES OF TREES LOCATED ON THIS SITE BASED ON COMMON KNOWLEDGE OF TREE SPECIES. A QUALIFIED LANDSCAPE ARCHITECT SHOULD BE EMPLOYED FOR POSITIVE IDENTIFICATION OF TREE SPECIES. TREE DIAMETERS ARE APPROXIMATE AND WERE MEASURED AT BREAST HEIGHT.
10. SITE DATA AND VICINITY MAP WAS PROVIDED TO CEC BY THE THOMAS ENGINEERING GROUP AS DEPICTED IN THE SITE PLAN AND CAD FILE "_____.DWG".
11. THIS PROPERTY IS LOCATED IN THE CITY OF HOLLY HILL (COMMUNITY NUMBER 125112), SUBJECT PROPERTY IS WITHIN FEMA FLOOD ZONE "X" (BASE FLOOD ELEVATION N/A), BASED ON THE FLOOD INSURANCE RATE MAP (FIRM), DATED FEBRUARY 19, 2014, PANEL 0352, SUFFIX H, (AS REFERENCED IN FEMA INDEX MAP FOR VOLUSIA COUNTY, FLORIDA, DATED APRIL 15, 2002) AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AS SHOWN HEREON.
11. GROSS LAND AREA FOR THIS PROPERTY IS _____ SQUARE FOOT OR _____ ACRES MORE OR LESS.
12. CARLSON ENVIRONMENTAL CONSULTANTS, PC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B. #8396.

CERTIFICATE:

TO _____

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(b), 7(a), 8, 11(a), and 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON AUGUST 08, 2022.

DATE OF PLAT OR MAP: AUGUST 09, 2022

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NICHOLAS MESSINA JR., PSM#6559, ON THE DATE ADJACENT TO THE SEAL.

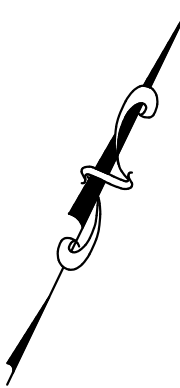
THIS SURVEY MAP OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES SJ-17.081 & SJ-17.082 FLORIDA ADMINISTRATIVE CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NICHOLAS MESSINA JR., FOR THE FIRM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO 6559
CARLSON ENVIRONMENTAL CONSULTANTS, PC
LICENSED BUSINESS NUMBER #8396

TITLE: ALTA/NSPS LAND TITLE SURVEY			
PROJECT: ECP HOLLY HILL CAR WASH 1885 N. NOVA RD HOLLY HILL, FLORIDA			
CLIENT: THOMAS ENGINEERING GROUP			
CARLSON ENVIRONMENTAL CONSULTANTS, PC 305 SOUTH MAIN STREET MONROE, NORTH CAROLINA 28112 (704) 283-9765 FAX (704) 283-9755			
CEC LB# 8396	SCALE: 1" = 30'	PROJECT NO.: 262.04.01	
		DWG: Holly-Hill -ATLA-Survey-Bndy	
		DATE: AUGUST 9, 2022	
		SHEET NO.: 1 OF 3	
WWW.CECENV.COM			

ALTA/NSPS LAND TITLE SURVEY



LEGEND:

- CONC.

(D)

D.B.

ELEV.

ELEC.

(F)

FDOT

FND

INV.

I.R.

I.R.C.

LB#

(F)

N&D

(P)

Q.R.B.

(P)

P.B.

P.O.B.

P.O.C.

R/W

V.C.R.
- CONCRETE

DEED

DEED BOOK

ELEVATION

ELECTRICAL

FIELD MEASUREMENTS

FLORIDA DEPARTMENT OF TRANSPORTATION

FOUND

IRON ROD

IRON ROD W/ CAP

LICENSED BUSINESS NUMBER

FIELD MEASUREMENTS BY CEC

NAIL & DISK

OFFICIAL RECORDS BOOK

PLAT

PLAT BOOK

POINT OF BEGINNING

POINT OF COMMENCEMENT

RIGHT-OF-WAY

VOLLUSIA COUNTY RECORDS
-
- CHAIN LINK FENCE

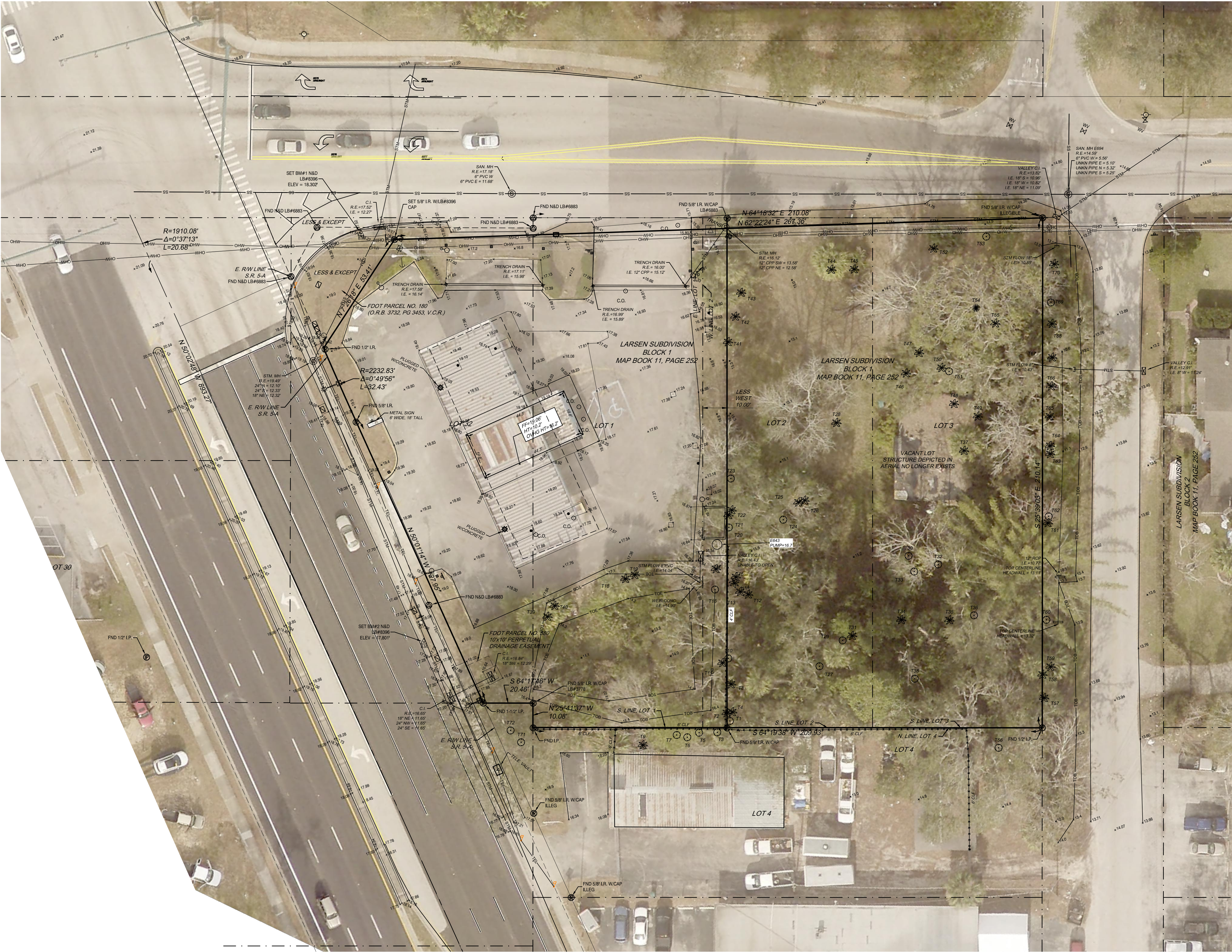
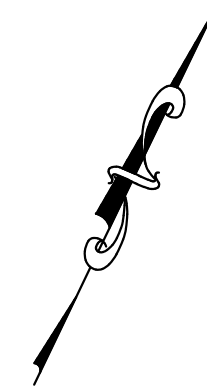
OVER HEAD WIRES

PRELIMINARY DRAWING

REV	MM/DD/YR	DESCRIPTION	DWN BY	APP BY

TITLE: ALTA/NSPS LAND TITLE SURVEY			
PROJECT: ECP HOLLY HILL CAR WASH 1885 N. NOVA RD HOLLY HILL, FLORIDA			
CLIENT: THOMAS ENGINEERING GROUP			
CARLSON ENVIRONMENTAL CONSULTANTS, PC 305 SOUTH MAIN STREET MONROE, NORTH CAROLINA 28112 (704) 263-9765 FAX (704) 263-9755			
CEC LB# 8396	SCALE: 1" = 30'	PROJECT NO.: 262.04.01	
 WWW.CECENV.COM		DWG: Holly-Hill -ATLA-Survey-Bndy	
		DATE: AUGUST 9, 2022	
		SHEET NO.: 2 OF 3	

ALTA/NSPS LAND TITLE SURVEY



TREE DESCRIPTION TABLE

T1	18" GUMBO LIMBO
T2	8" PALM
T3	18" PINE
T4	18" PALM
T5	12" GUMBO LIMBO
T6	12" GUMBO LIMBO
T7	20" GUMBO LIMBO
T8	12" PALM
T9	12" PALM
T10	24" OAK
T11	12" PALM
T12	12" PALM
T13	12" PALM
T14	12" PALM
T15	12" PALM
T16	(2)12" GUMBO LIMBO
T17	12" PALM
T18	18" PALM
T19	18" PALM
T20	18" GUMBO LIMBO
T21	14" PALM
T22	14" PALM
T23	12" GUMBO LIMBO
T24	24" OAK
T25	12" PALM
T26	18" PALM
T27	14" OAK
T28	12" PALM
T29	20" OAK
T30	16" OAK
T31	10" PALM
T32	14" GUMBO LIMBO
T33	12" OAK
T34	12" PALM
T35	12" PALM
T36	24" OAK
T37	12" PALM
T38	20" MAGNOLIA
T39	18" PALM
T40	18" PALM
T41	12" PALM
T42	12" PALM
T43	12" PALM
T44	12" PALM
T45	12" PALM
T46	12" PALM
T47	(2)12" PALM
T48	(2)12" PALM
T49	12" PALM
T50	12" PALM
T51	40" OAK
T52	(2)12" PALM
T53	14" OAK
T54	22" WHITE PINE
T55	12" PALM
T56	36" OAK
T57	12" PALM
T58	12" PALM
T59	12" PALM
T60	12" GUMBO LIMBO
T61	12" PALM
T62	12" GUMBO LIMBO
T63	12" PALM
T64	12" PALM
T65	12" PALM
T66	12" PALM
T67	12" PALM
T68	14" PALM
T69	(2)12" GUMBO LIMBO
T70	12" PALM
T71	18" OAK
T72	18" OAK

LEGEND:

- CONC. CONCRETE
(D) DEED
D.B. DEED BOOK
ELEV. ELEVATION
ELEC. ELECTRICAL
(F) FIELD MEASUREMENTS
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
FOUND FOUND
INV. INVERT
I.R. IRON ROD
I.R.C. IRON ROD W/ CAP
LB# LICENSED BUSINESS NUMBER
(F) FIELD MEASUREMENTS BY CEC
N&D NAIL & DISK
O.R.B. OFFICIAL RECORDS BOOK
(P) PLAT
P.B. PLAT BOOK
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
R.W. RIGHT-OF-WAY
V.C.R. VOLUNTEER COUNTY RECORDS

- ANCHOR
CONCRETE LIGHT POLE
CONCRETE POWER POLE
ELECTRICAL OUTLET
ELECTRICAL PULL BOX
FIRE HYDRANT
IRON PIPE
IRON ROD
MONITORING WELL
NAIL&TAB
PEDESTRIAN SIGNAL
OUTFALL
PIN FLAG
PIPE
PARKING LIGHT 1 BULB
PLUG
SANITARY CLEAN OUT
SANITARY MANHOLE
SIGN
STORM MANHOLE
TELEPHONE PULL BOX
TRAFFIC PULL BOX
TRANSFORMER PAD
VALLEY CURB INLET
WATER VALVE
WOOD POWER POLE
PALM TREE
SHADE TREE
PINE TREE
- CHAIN LINK FENCE
OVER HEAD WIRES

TITLE:		ALTA/NSPS LAND TITLE SURVEY	
PROJECT:		ECP HOLLY HILL CAR WASH 1885 N. NOVA RD HOLLY HILL, FLORIDA	
CLIENT:		THOMAS ENGINEERING GROUP	
CARLSON ENVIRONMENTAL CONSULTANTS, PC		(704) 263-9765 FAX (704) 263-9755	
305 SOUTH MAIN STREET MONROE, NORTH CAROLINA 28112		CEC LB# 8396	
SCALE: 1" = 30'		PROJECT NO.: 262.04.01	
DWG: Holly-Hill -ATLA-Survey-Bndy		DATE: AUGUST 9, 2022	
SHEET NO.:		2 OF 3	
WWW.CECENV.COM			

PRELIMINARY DRAWING

REV	MM/DD/YR	DESCRIPTION	DWN BY	APP BY





TRUCKIN TRAFFIC, LLC
721 Gulf Boulevard, Suite 200
Indian Rocks Beach, Florida 33785
(727) 647-8196

TRIP GENERATION MEMORANDUM

Date: July 6, 2022
To: City of Holly Hill
From: Jane A. Caldera, P.E. - TRUCKIN TRAFFIC, LLC
Copy To: Mike Lucido - ECP Partners
Subject: Blue Pelican Carwash Redevelopment
N. Nova Road (SR 5A) at Flomich Street - SEC
Holly Hill, FL



Jane A Caldera
Digitally signed by Jane A
Caldera
Date: 2022.07.06 10:27:56
-04'00'

Parcel Nos: 424231010010, 424231010020

The purpose of this technical memorandum is to provide an analysis of the trip generation associated with the 1.3-acre redevelopment project located on the southeast corner of N. Nova Road (SR 5A) at Flomich Street, in Holly Hill, Florida.

The site location is shown graphically on Figure 1 below.

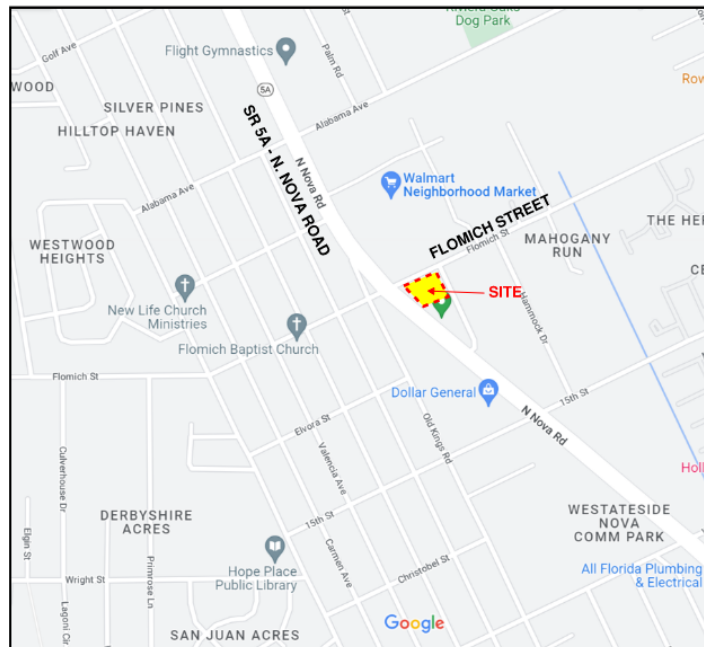


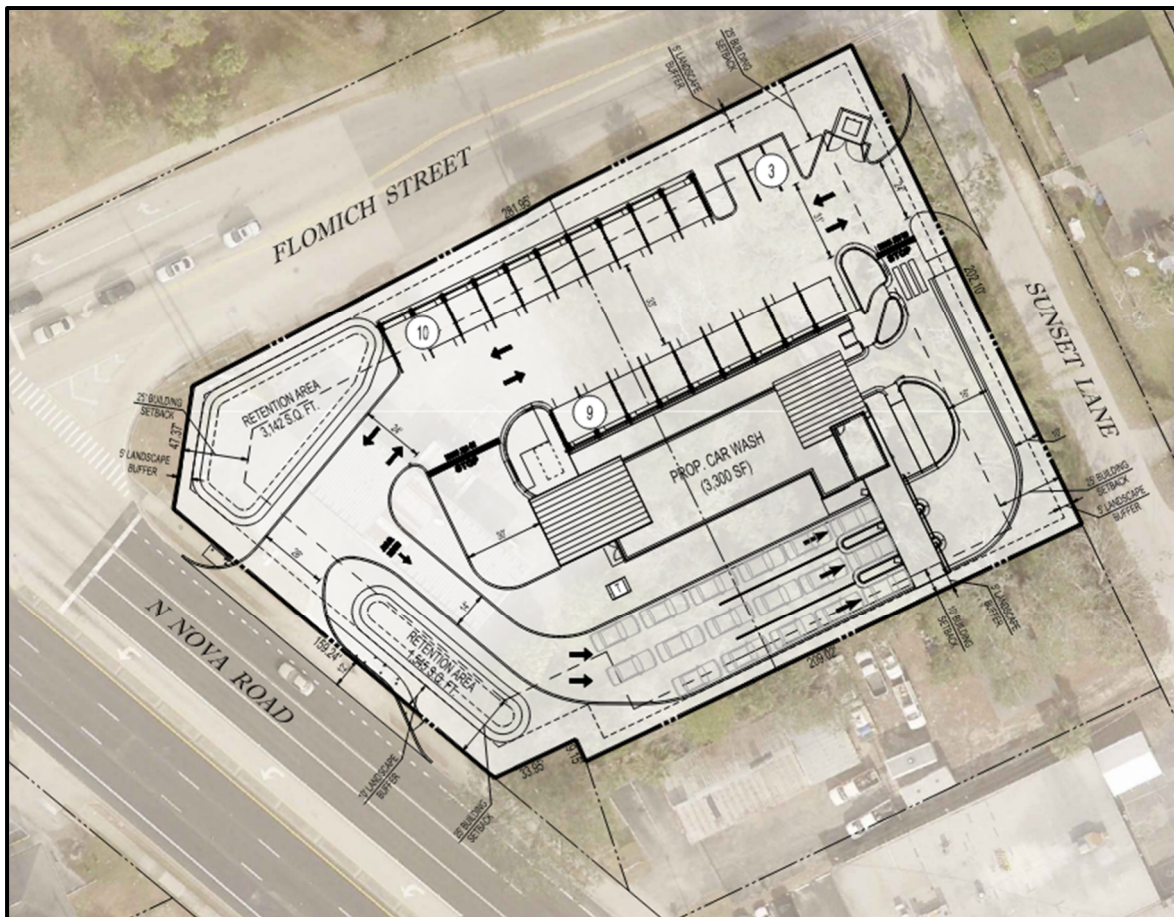
FIGURE 1 - SITE LOCATION

Attachment: Trip Generation Memo_SR 5A at Flomich (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

Blue Pelican Carwash Redevelopment
N. Nova Road (SR 5A) at Flomich Street - SEC
TRIP GENERATION MEMORANDUM

The property currently contains a 900 SF convenience store building with canopy area that previously provided a roof for 8 vehicles fueling positions and a single-family home. The convenience store/gasoline station development has not been operational for several years. The proposed redevelopment will demolish existing building on the site and construct an automated car wash with will have a 3,300 SF building containing one car wash tunnel.

The conceptual layout for the automated car wash is shown below.



Blue Pelican Carwash Redevelopment
N. Nova Road (SR 5A) at Flomich Street - SEC
TRIP GENERATION MEMORANDUM

The daily, AM and PM peak hour generation estimates for this redevelopment were performed based on the trip rates contained in the latest edition from the ITE Trip Generation Manual (i.e., 11th Edition). Tables 1, 2 and 3 below provide the detailed trip generation calculations for the daily, AM and PM peak hours, respectively.

TABLE 1

DAILY - TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE (Code)	Indp. Var.	Size	(1) ITE Rate	Total Trips	Pass-By Rate	Net-New Trips	NN In	NN Out
Automated Car Wash (2)	948	KSF	3.30	142.0	469	0%	469	235	234

NOTES:

(1) - ITE Trip Generation Manual, 11th Edition

(2) - The ITE Trip Generation Manual does not have data for the daily trips, the PM to Daily Ratio of 0.10 was used to estimate the daily trip rate.

TABLE 2

AM PEAK-HOUR - TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE (Code)	Indp. Var.	Size	(1) ITE Rate	Total Trips	Pass-By Rate	Net-New Trips	NN In	NN Out
Automated Car Wash (3)	948	KSF	3.30	14.2	47	0%	47	24	23

NOTES:

(1) - ITE Trip Generation Manual, 11th Edition

(3) - The ITE Trip Generation Manual does not have data for the AM peak hour, therefore the PM peak-hour of the adjacent street trip rate was utilized.

TABLE 3

PM PEAK-HOUR - TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE (Code)	Indp. Var.	Size	(1) ITE Rate	Total Trips	Pass-By Rate	Net-New Trips	NN In	NN Out
Automated Car Wash	948	KSF	3.30	14.2	47	0%	47	24	23

NOTES:

(1) - ITE Trip Generation Manual, 11th Edition

As shown above tables, this redevelopment project will generate less than 500 daily trips and less than 50 during the peak hour trips.

Please feel free to contact me if you have any questions or need additional information to approve this redevelopment.



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONE/ FUTURE LAND USE AMENDMENT

Date Received: _____ Application ID: _____ Submitted By: _____

PROJECT INFORMATION:

PROJECT NAME: Blue Penguin Car Wash - Nova Rd.
 PARCEL ID #(S): 424231010010, 424231010020
 LOCATION: 1885 N. Nova Rd., Holly Hill, FL 32117
 EXISTING USE(S): Gas Station
 PROPOSED USE(S): Express Car Wash
 TOTAL ACREAGE: 1.25 AC
 WATER PROVIDER: _____ SEWER PROVIDER: _____
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: B-4 PROPOSED ZONING: PD
 CURRENT FUTURE LAND USE: General Retail PROPOSED FUTURE LAND USE: General Retail

APPLICANT INFORMATION:

Name: Edward McDonald E-Mail: emcdonald@thomaseg.com
 Address: 1502 W Fletcher Ave.#101, Tampa, FL 33612 Phone: 813 379-4100
 Company: Thomas Engineering Group Fax: _____
☐ Owner ☒ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: First Coast Energy LLP E-Mail: cbreslin@firstcoastenergy.com
 Address: 7014 A.C. Skinner Pkwy, Suite 290 Phone: 904 596-3200
Jacksonville, FL 32256 Fax: 904 596-8550

CONSULTANT INFORMATION:

Name: Darren T. R. Eyre, PE E-Mail: deyre@thomaseg.com
 Address: 1502 W Fletcher Ave.#101, Tampa FL 33612 Phone: 813 379-4100
 Company: Thomas Engineering Group Fax: _____

Attachment: Rezoning Application (2022-O-3058 : Blue Penguin Car Wash PD Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

 X APPLICANT OWNER X CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- ☐ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) \$3,000.00
- ☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) \$2,000.00

REZONE (NON-PD)

- ☐ STRAIGHT REZONE / LDR TEXT AMENDMENT \$1,200

REZONE (PD)

- ☒ PD REZONE \$2,000
- ☐ PD AMENDMENT \$1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☐ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9424.
- ☐ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- ☐ APPLICATION AND FEE
- ☐ PROOF THAT TAXES ARE CURRENT
- ☐ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☐ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)

Attachment: Rezoning Application (2022-O-3058 : Blue Penguin Car Wash PD Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

- ☐ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)
- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (PD REZONE ONLY – CONTACT THE CITY PLANNER)
- ☐ PRELIMINARY DEVELOPMENT PLAN (**PD REZONE ONLY** - SEE CODE SEC. 114-771)
- ☐ **REZONES ONLY:** ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
 - Potable Water
 - Sanitary Sewer
 - Stormwater
 - Transportation (Use current year ITE Trip Generation Rates—Provide PM Peak Hour and Avg Daily)
 - Solid Waste Collection
 - School (Residential Only)
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Demonstration of Capacity:** Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature:

Darren T.R. Eyre
(Signature)

9-2-22
(Date)

Darren T.R. Eyre
(Print)

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: Rezoning Application (2022-O-3058 : Blue Penguin Car Wash PD Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONING REQUIREMENTS

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-372.

1. Is it consistent with all adopted elements of the comprehensive plan? ☒ YES ☐ NO
Explain.

Car Wash is an allowable use.

2. What is its impact upon the environment or natural resources? ☐ YES ☐ NO Explain.

Minimal impact, we will be designing the infrastructure according to FDEP & SJRWMD standards.

3. What is its impact upon the economy of any affected area? ☐ YES ☐ NO Explain.

Increase in the economy as it is a redevelopment of an existing establishment that is no longer in business.

4. What is its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems? ☐ YES ☐ NO Explain.

Minimal impact on these services, and no impact on schools.



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5. Are there any changes in circumstances or conditions affecting the area? ☒ YES ☐ NO Explain.

This project will eliminate an existing closed business, and will improve access along Nova Rd. by installing a right in only driveway and eliminating the driveway on Flomich St.

6. Are there any mistakes in the original classification? ☐ YES ☒ NO Explain.

A rezone to PD is a requirement for a car wash.

7. What is its effect upon the use or value of the affected area? ☒ YES ☐ NO Explain.

This project will eliminate a closed business and improve the use and value of the area.

8. What is its impact upon the public health, welfare, safety or morals? ☐ YES ☐ NO Explain.

There will be no adverse impact on the public health, welfare, safety or morals because of this project. The project will be designed per the current FDEP and water management standards.

Darren T.R. Eyre

Print Applicant Name

Darren T.R. Eyre

Applicant Signature

Print Applicant Name

Applicant Signature

9/2/22

Date

9/2/22

Date

Attachment: Rezoning Application (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

SITE DATA:

SITE ADDRESS:	1885 N. NOVA RD DAYTONA BEACH , FL 32117	
PARCEL ID:	424231010010, 424231010020	
TOTAL SITE AREA:	±1.25 AC (±54,465 SF)	
JURISDICTION:	CITY OF HOLLY HILL	
ZONING DISTRICT:	B-4 (HWY BUSINESS DISTRICT) REZONE TO PUD	
FUTURE LAND USE:	GENERAL RETAIL COMMERCIAL	
PROP. PERVIOUS AREA:	17,755 S.F. (0.41 ACRES) - 32.60%	
PROP. IMPERVIOUS AREA:	36,710 S.F. (0.84 ACRES) - 67.40%	
BUILDING AREA:	4,862 S.F. (0.11 ACRES) - 8.93%	
VUA	26,892 S.F. (0.62 ACRES) - 49.37%	
PROP. S/W:	4,956 S.F. (0.11 ACRES) - 9.10%	
TYPICAL PARKING STALL:	13' x 20' (ADA: 12' x 20')	
ADA SPACES REQUIRED:	1 SPACE	
ADA SPACES PROVIDED:	1 SPACE	
	<u>ALLOWED</u>	<u>PROP.</u>
MAXIMUM BUILDING HEIGHT:	30'	40' MAX.
F.A.R.:	1.95%	0.30 MAX.
MAX. IMPERVIOUS SURFACE AREA:	70%	70% MAX.
LANDSCAPE BUFFERS:	REQUIRED	
FRONT (FLOMICH ST)	10'	
SIDE ST (SUNSET LANE)	15'	
SIDE ST (N NOVA ROAD)	12'	
REAR (SOUTH)	5'	
SETBACKS:	REQUIRED	PROP.
FRONT (FLOMICH ST)	25'	90.50'
SIDE ST (SUNSET LANE)	25'	63.51'
SIDE ST (N NOVA ROAD)	25'	61.48'
REAR (SOUTH)	10'	87.58'
REQUIRED PARKING:		
STACKING REQUIREMENT	5 SPACES	21 STACKS
EMPLOYEE (0.8 / EMPLOYEE)	4 SPACES	
TOTAL:	4 SPACES	
PARKING PROVIDED:		
VACUUM	19 SPACES	
EMPLOYEE	3 (0.8 SP/EMPLOYEE) (MIN. 4)	
TOTAL	22 SPACES (INCL. 1 ADA SPACE)	

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Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Blue Penguin Car Wash Planned Unit Development (PUD) located at 1885 N. Nova Road and 1117 Flomich Street, Holly Hill, (hereinafter referred to as the “Subject Property”).

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made as of the ____ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the “City”), and BDG, LLC, a Florida limited liability company, (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 6657 78th Avenue N Pinellas Park, FL 33781.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to (or is under contract to purchase) the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit “A”**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City’s Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No. _____**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City’s Land Development Code; and

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WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, “B”**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the “Master Development Plan”). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City’s Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Ownership.** The legal and equitable owners of the Subject Property are First Coast Energy LLC and Eddie Kent Gayhart (**Sellers**).

3. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City’s execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. **Development of the Subject Property.** Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill’s Code of Ordinances, the use listed in this Agreement shall prevail.

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- A.** Permitted principal uses allowable on the Subject Property:
 - 1. Car Wash
 - 2. Restaurant
 - 3. Restaurant with drive thru
 - 4. Retail
 - 5. Gasoline with Convenience
 - 6. Bank or Financial Institution
 - 7. Medical not to include blood plasma centers or blood banks
- B.** Prohibited principal uses, if any:
 - 1. Unless a use is specifically stated as permitted, it is prohibited.
- C.** Proposed minimum density (in number of dwelling units per acre) or minimum intensity (measured in floor area ratio): N/A
- D.** Maximum density permitted measured in floor area ratio: (Point 30) .30
- E.** Impervious surface is not to exceed 70% of the gross square footage for the Subject Property.
- F.** Minimum open space shall be 30% of the subject property.
- G.** Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Development Plan and landscaping plans. Buffers are at a minimum:
 - 1. Flomich Street: 10 feet
 - 2. Sunset Lane: 15 feet
 - 3. Nova Road: 12 feet
 - 4. Rear yard (south): 5 Feet
- H.** Minimum lot size area (in acreage or square footage): 1 acre
- I.** Minimum lot width (in feet): 180'
- J.** Minimum yard setbacks:
 - 1. Flomich Street: 25 feet
 - 2. Sunset Lane: 25 feet
 - 3. Nova Road: 25 feet
 - 4. Rear yard: 10 Feet
- K.** Maximum building height (in feet): 40'
- L.** Minimum parking standards are as shown and stated on the Preliminary Plan.

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M. Lighting shall not exceed .5-foot candles at the property line.

N. Access: The property shall have a right in only entrance on Nova Road, and no exit onto Nova Road. Ingress/egress on Sunset Lane is permitted except that signage shall be posted to indicate left turn only, upon exiting the property onto Sunset Lane.

O. Intentionally Deleted (N/A)

P. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

Q. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

R. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Public Facilities/Land Dedication.** Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows: NONE.

8. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All

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impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

9. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in **Paragraph (19)** hereof.

10. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

11. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

12. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of

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Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

13. Obligations for Improvements. Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (19)** of this Agreement.

14. Environmental and Tree Preservation. The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

15. Intentionally Deleted (N/A)

16. Enforcement. Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon

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the Subject Property for said monies, until said are paid, in addition to such other obligations as

this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

17. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

18. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

19. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

CITY'S REPRESENTATIVES:

City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

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OWNER DEVELOPER:

Registered Agent
 Cockey, Preston Ojr.
 110 E Madison St Ste 204
 Tampa, FL 33602

With copy to:

Manager
 Yepes, Carlos
 6654 78th Ave N
 Pinellas Park, FL 33781

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

20. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

21. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

22. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

23. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

24. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not

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materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

25. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

26. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

27. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

28. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

29. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

30. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc.

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Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

31. Effective Date. The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

As:

Signature of Witness #2

Print or type

ATTEST:

Print or type name

Signature

Print or Type Name

As:

Mailing Address: _____

Attachment: Blue Penguin Development Agreement (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

7-2022

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.

(NOTARY SEAL)

 Signature of Notary

 Print or type name

DEVELOPER

By:

 Signature of Witness # 1

 Signature

 Print or type name

 Print or type name

As:

 Signature of Witness #2

 Print or type

ATTEST:

 Print or type name

 Signature

 Print or Type Name

As:

 Mailing Address: _____

7-2022

STATE OF FLORIDA**COUNTY OF _____**

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.

Signature of Notary

(NOTARY SEAL)

Print or type name

Attachment: Blue Penguin Development Agreement (2022-O-3058 : Blue Penguin Car Wash PD Rezone)

CITY OF HOLLY HILL:**By:** _____**Date:** _____**ATTEST:****Date:** _____

Mailing Address:
 City of Holly Hill
 1065 Ridgewood Ave.
 Holly Hill, Florida 32117

STATE OF FLORIDA**COUNTY OF** _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

Signature of Notary

(NOTARY SEAL)

Print or type name

Approved as to form and legality for use and
 reliance by the City of Holly Hill, Florida

 Scott Simpson
 City Attorney

EXHIBIT A**LEGAL DESCRIPTION:****PARCEL I:**

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH 50°04'57" WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF 0°37'13" A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH 64°17'40" EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH 64°17'46" EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH 25°38'25" EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH 64°24'33" WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH 02°11'58" WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH 25°38'25" EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH 50°03'23" EAST OF SAID INTERSECTION; THENCE NORTH 25°38'25" WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.