CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● DECEMBER 14, 2021

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commissioner Penny Currie
c. Pledge of Allegiance

2. PUBLIC COMMENTS

3. APPROVAL OF MINUTES

1. Minutes - November 23, 2021, Regular City Commission and CRA Meeting

   (Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 6)

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 –2021-R-106 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating VOCA Grant Award to the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

   (Requested by Stella Gurnee, Finance)

2. Resolution –2021-R-107 A Resolution of the City of Holly Hill, Florida, Authorizing the City of Holly Hill to Join with the State of Florida and Other Local Government Units as Participants in the Florida Memorandum of Understanding and Formal Agreements Implementing a Unified Plan; Providing for Severability; and Providing an Effective Date.

   (Requested by Joseph Forte, City Manager)

3. Resolution –2021-R-108 A Resolution of the City Commission of the City of Holly Hill, Florida, to Waive the Procurement Process and Authorize the City Manager to Execute an Annual Purchases with Allied Universal Corporation for Liquid Chlorine and Liquid Sulfur Dioxide in an Amount Not to Exceed $71,600 Under the Price Schedule Set Forth Herein; Providing for Severability; and Providing an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Utility Easement Dedication from Fountainhead to the City of Holly Hill

   (Requested by Joseph Forte, City Manager)

5. Interlocal Agreement - Opioid Settlement Funds

   (Requested by Joseph Forte, City Manager)

6. Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2022 JAG – Hand Held Radar Data Systems 2022-JAGD-Volu-3-4B-047

   (Requested by Jeff Miller, Police)

5. REGULAR AGENDA

1. Resolution –2021-R-109 A Resolution of the City of Holly Hill, Florida, Approving the Echo Grants in Aid Agreement and Authorizing the City Manager to Execute the Agreement; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

2. Resolution –2021-R-110 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Open Encumbrances and Project Carry Over Funds from the Fiscal Year 2020-2021 to the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

   (Requested by Stella Gurnee, Finance)

3. Request for Lien Reduction - 501 3Rd Street

   (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 –2021-O-3044 FIRST READING - ORDINANCE 3044 - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1012 8Th Street Having Parcel Number 4244-01-07-0081 by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from MXZ (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. AND FIRST READING - ORDINANCE 3045 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described as 1012 8Th Street Having Parcel Number 4244-01-07-0081 and Further Described in Attachment "A" from MH-1 (Mobile Home) to CC-1 (Commercial Corridor District); 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 & Staff 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

MEETING DATE: **December 14, 2021**
FROM: **Valerie Manning**
SUBJECT: **Minutes - November 23, 2021, Regular City Commission and CRA Meeting**
NUMBER: **(ID # 3569)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from November 23, 2021 regular City Commission and CRA meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - November 23, 2021 - Regular City Commission and CRA meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • NOVEMBER 23, 2021

City Commission Chamber **Regular City Commission Meeting** **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner John Penny
Commissioner Penny led the invocation.

c. Pledge of Allegiance
Mayor Via led the Pledge of Allegiance to the Flag.

2. RECESS THE CC MTG & CONVENE AS THE CRA

3. CRA AGENDA

1. –2021-R-98

A Resolution of the City of Holly Hill Community Redevelopment Agency, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Open Project Carry Over Funds from the Fiscal Year 2020-2021 to the Fiscal Year 2021-2022 Budget; Appropriating Pledged Donations; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)
Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 23rd day of November, 2021, in Holly Hill

Attachment: Minutes - November 23, 2021 - Regular City Commission and CRA meeting (3569 : Minutes)

2. -2021-R-99

A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida; Awarding the Contract "Ridgewood Avenue Medians Landscape Maintenance Service" to RJ Landscape Contractors, Inc., and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)
Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 23rd day of November, 2021, in Holly Hill

4. ADJOURN AS THE CRA & RECONVENE THE CC MTG

5. PUBLIC COMMENTS

No one spoke.

6. APPROVAL OF MINUTES

1.

Minutes - October 12, 2021 Regular City Commission Meeting, October 26, 2021 Regular City Commission Meeting and November 9, 2021 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)
Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 23rd day of November, 2021, in Holly Hill

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7. CONSENT AGENDA - ITEMS (1 - 5)

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

Heidi Heller, Holly Hill spoke.

There was no one else who spoke and no one from the Commission wished to speak on any item.

1. -2021-R-100 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Pledge Donation Funds and Appropriating Project Carry Over Funds for the Pictona Phase II from the Fiscal Year 2020-2021 to the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

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

RESOLUTION
2021-R-100
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING PLEDGE DONATION FUNDS AND APPROPRIATING PROJECT CARRY OVER FUNDS FOR THE PICTONA PHASE II FROM THE FISCAL YEAR 2020-2021 TO THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2020-2021 TO THE FISCAL YEAR 2021-2022 BUDGET; APPROPRIATING PLEDGED DONATIONS; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The city has applied for a $2,500,000.00 Volusia County ECHO Grant with a local match requirement of $2,500,000.00; and

WHEREAS, the City of Holly Hill has certain projects initiated prior to the fiscal

Attachment: Minutes - November 23, 2021 - Regular City Commission and CRA meeting (3569 : Minutes)

year commencing October 1, 2021, which remain incomplete and will carryover from fiscal year 2021-2022 into the ensuing fiscal year; and

WHEREAS, The Holly Hill Community Redevelopment Agency has allocated and encumbered $1,000,000.00 toward the local match; and

WHEREAS, the City of Holly Hill has accepted a donation pledge from Rainer Martens Trust in the amount of $1,500,000.00 for capital construction of a recreation facility identified as Pictona, Phase 2; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-92 and Resolution 2021-R-94, amended the operating budget for Fiscal Year 2020-2021; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires to accept the pledge donation and appropriate the necessary carryover and reserve funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The project funds and reserve funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

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. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of NOVEMBER, 2021.

Enacted and approved this 23rd day of November, 2021, in Holly Hill

2. –2021-R-101 Resolution

Attachment: Minutes - November 23, 2021 - Regular City Commission and CRA meeting (3569 : Minutes)

A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Contract "Ridgewood Avenue Medians Landscape Maintenance Service" to Rj Landscape Contractors, Inc., 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:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Danio, Johnson
EXCUSED:	Currie

RESOLUTION
2021-R-101
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING THE CONTRACT "RIDGEWOOD AVENUE MEDIANS LANDSCAPE MAINTENANCE SERVICE" TO RJ LANDSCAPE CONTRACTORS, INC., 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; AWARDING THE CONTRACT "RIDGEWOOD AVENUE MEDIANS LANDSCAPE MAINTENANCE SERVICE" TO RJ LANDSCAPE CONTRACTORS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City received bids for the contract "Ridgewood Avenue Medians Landscape Maintenance Service" on October 14, 2021; and

WHEREAS, three companies submitted bids; and

WHEREAS, RJ Landscape Contractors, Inc., was the low responsive bidder with an annual bid amount of $79,500.00.

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

SECTION 1. That the City Commission awards the project "Ridgewood Avenue Medians Landscape Maintenance Service" to RJ Landscape Contractors, Inc.

SECTION 2. That the City Commission authorizes the City Manager to execute the contract with RJ Landscape Contractors, Inc., for the project, "Ridgewood Avenue Medians Landscape Maintenance Service".

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

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SECTION 4. EFFECTIVE DATE. This Resolution shall take effect January 1, 2022 upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 23rd day of NOVEMBER, 2021.

Enacted and approved this 23rd day of November, 2021, in Holly Hill

3. -2021-R-102 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Final Budget for the City of Holly Hill for the Fiscal Year 2020-2021; and Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

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

RESOLUTION
2021-R-102
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020-2021; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020-2021; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill of Volusia County Florida, set forth the amended appropriations and revenue estimate for the Budget for Fiscal Year 2020-2021.

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

SECTION 1. The Fiscal Year 2020-2021 final Budget shall be amended per "Exhibit A".

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

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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 23rd day of NOVEMBER, 2021.

Enacted and approved this 23rd day of November, 2021, in Holly Hill

4. -2021-R-103 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Ranking for Multiple Consultants for Professional Design/Cei Services for Continuing Contracts for Certain Areas of Services, Authorizing the Public Works Director to Negotiate Terms and Pricing of the Continuing Contracts; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2021-R-103
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE RANKING FOR MULTIPLE CONSULTANTS FOR PROFESSIONAL DESIGN/CEI SERVICES FOR CONTINUING CONTRACTS FOR CERTAIN AREAS OF SERVICES, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO NEGOTIATE TERMS AND PRICING OF THE CONTINUING CONTRACTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE RANKING FOR MULTIPLE CONSULTANTS FOR PROFESSIONAL DESIGN/CEI SERVICES FOR CONTINUING CONTRACTS FOR CERTAIN AREAS OF SERVICES, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO NEGOTIATE TERMS AND PRICING OF THE CONTINUING CONTRACTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City issued a Request For Qualifications to select multiple consultants to serve as Professional Design\CEI Services for continuing contracts with certain

Attachment: Minutes - November 23, 2021 - Regular City Commission and CRA meeting (3569 : Minutes)

firms for certain areas for services; and

WHEREAS, ten contractors submitted qualifications; and

WHEREAS, an Evaluation Committee met on Nov. 9, 2021 at 9:00 a.m. in a properly noticed public meeting to review and rank the submitting firms; and

WHEREAS, the highest ranking firms were Mead and Hunt Inc., Parker Mynchenberg & Associates, Zev Cohen and Associates and Dredging & Marine Consultants; and

WHEREAS, the terms and pricing for the continuing contracts will be negotiated and brought to Commission for approval.; and

WHEREAS, the effective date of these contracts will be January 1, 2022.

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 approve the ranking for professional design/CEI services for continuing contracts to Mead and Hunt Inc., Parker Mynchenberg & Associates, Zev Cohen and Associates and Dredging & Marine Consultants and authorizes the Public Works Director to negotiate the price and terms of the continuing contracts with each firm based on their respective specialized area of service.

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 23rd day of NOVEMBER, 2021.

Enacted and approved this 23rd day of November, 2021, in Holly Hill

5. 2021-R-104 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking the City of Ormond Beach Agreement with Carmeuse Americas for the Purchase of the Fiscal Year 2021-2022 Supply of Quicklime for Water Treatment 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)

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

RESOLUTION
2021-R-104
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING THE CITY OF ORMOND BEACH AGREEMENT WITH CARMEUSE AMERICAS FOR THE PURCHASE OF THE FISCAL YEAR 2021-2022 SUPPLY OF QUICKLIME FOR WATER TREATMENT 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 PIGGYBACKING THE CITY OF ORMOND BEACH AGREEMENT WITH CARMEUSE AMERICAS FOR THE PURCHASE OF THE FISCAL YEAR 2021-2022 SUPPLY OF QUICKLIME FOR WATER TREATMENT FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Ormond Beach has secured a pricing agreement with Carmeuse, Inc.; and

WHEREAS, City staff would like to piggyback the agreement the City of Ormond Beach has with Carmeuse Americas; 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". Negotiated

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contracts with a cost in excess of $25,000.00 must be approved by the City Commission prior to execution by the city"; and

WHEREAS, the City Commission authorized the piggybacking of the City of Ormond Beach's agreements with Carmeuse, Inc., for the purchase of Fiscal Year 2021-22 supply of quicklime for water treatment 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 piggybacking the City of Ormond Beach's agreement with Carmeuse Americas for the purchase of the Fiscal Year 2021-22 supply of quicklime for water treatment 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 23rd day of NOVEMBER, 2021.

Enacted and approved this 23rd day of November, 2021, in Holly Hill

8. REGULAR AGENDA

1. -2021-R-105 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the City of Holly Hill's Purchasing Policy, Which was Approved in Resolution 2018-R-30; Providing for Legislative Findings and Intent; Repealing All Resolutions in Conflict Herewith; Providing for Authority to the City Manager for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts Severability; and Providing an Effective Date.

(Requested by Stella Gurnee, Finance)
Mayor Via opened public participation.

Kimberly Dibble, Holly Hill spoke.

Mayor Via closed public participation.

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

RESOLUTION
2021-R-105
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY HILL'S PURCHASING POLICY, WHICH WAS APPROVED IN RESOLUTION 2018-R-30; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY HILL'S PURCHASING POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, in an effort to be consistent with current laws, policies and practices, City Commission wishes for the City of Holly Hill to update/modify the existing City of Holly Hill Purchasing Policy; and

WHEREAS, a review recommended an update to the Purchasing Policy to strengthen procurement standards for federally funded grant projects.

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

SECTION 1. Legislative Findings and Intent. The City Commission of the City of Holly Hill has complied with all requirements and procedures of Florida Law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Commission Approval. The City Commission of the City of Holly Hill, Florida, hereby deems it necessary to amend the Purchasing Policy incorporated herein as Exhibit "A".

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in

Attachment: Minutes - November 23, 2021 - Regular City Commission and CRA meeting (3569 : Minutes)

order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. 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 7. Effective Date. This Resolution shall become effective retroactively to October 1, 2021 upon its passage and adoption.

APPROVED AND AUTHENTICATED on this 23rd day of NOVEMBER, 2021.

Enacted and approved this 23rd day of November, 2021, in Holly Hill

9. PUBLIC HEARINGS - NONE

10. COMMUNICATIONS

A. City Manager & Staff Comments
B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Penny reminded the Commission about the upcoming Volusia League of Cities dinner on December 1, 2021 in Port Orange.

Commissioner Danio is glad to see that things are almost back to normal this year; looking forward to the season.

Commissioner Johnson spoke about the TPO and widening LPGA or going to one-lane; suggested that a workshop take place in the beginning of the new year; the amount of traffic on LPGA is getting bad.

D. Mayor's Comments
Mayor Via thanked staff for the decorations around City Hall, the Christmas tree lighting and parade coming up on Dec. 3 and 4, 2021. Mentioned that a couple who visits Sunrise Park told him that they go there often and they see the gradual improvements coming and the pier is back and it was nice to hear and said it's the best park in Volusia County and he agrees with them. Continued improvements will occur. Gave a speech last night in

Attachment: Minutes - November 23, 2021 - Regular City Commission and CRA meeting (3569 : Minutes)

Ormond Beach, A Tale of Two Cities with Mayor Bill Partington and the crowd was all of Ormond's people but they were praising Holly Hill, which was pretty nice; they talked about the Ormond reuse line that is coming up, which will be a positive.

11. ADJOURNMENT

The meeting adjourned at approximately 6:20 PM.

Attachment: Minutes - November 23, 2021 - Regular City Commission and CRA meeting (3569 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **December 14, 2021**
FROM: **Stella Gurnee**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating VOCA Grant Award to the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-106**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill Police Department was awarded the Victims of Crime Act (VOCA) 2020-2021 Grant on or around April 5, 2021. This was a new program that helped crime victims to navigate through the criminal justice system. An experienced and trained Victim Advocate Coordinator (VAC) was recruited from the University of Central Florida. The VAC immediately began providing services to crime victims.

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 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 in fiscal year 2020-2021 required the city to provide a 20% match of the total grant, which will include "in-kind services." The match requirement for grant year 2021-2022 has been waiver as shown on the attached letter from the Florida Attorney General.

This grant funding cycle is from October 1, 2021 until September 31, 2022.

The City Commission approved the acceptance of the grant award at the October 27, 2021 meeting. This Resolution will appropriate budget funds for the grant award.

FISCAL ANALYSIS:

The Grant award amount is $52,663 for fiscal year beginning October 1, 2021 through September 30, 2022 to provide funding for a Victim Advocate's position.

STAFF RECOMMENDATION:

Approve the Budget Resolution for VOCA grant award.

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.

MOTION:

APPROVE AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET; AND SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- EXHIBIT A-BUDGET RESOLUTION VOCA GRANT (PDF)
- VOCA GRANT AWARD 21-22 (PDF)
- VOCA GRANT MATCH WAIVER (PDF)

Resolution No. 2021-106

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING VOCA GRANT AWARD TO THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city applied for a $52,663 Victim's Advocate grant from State of Florida Office of the Attorney General; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-83, Resolution 2021-R-91, Resolution 2021-R-94, Resolution 2021-R-100 and Resolution 2021-R-102 amended the operating budget for Fiscal Year 2020-2021; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The grant award funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

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. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the

current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of DECEMBER, 2021.

Chris Via, Mayor 12/14/2021

Valerie Manning, City Clerk,CMC 12/14/2021

Exhibit "A"

FY 2021 - 2022 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2021 - 2022	REVENUE	EXPENSE
001 - GENERAL FUND	$ 52,663	$ 52,663
TOTAL ALL FUNDS	$ 52,663	$ 52,663

Attachment: EXHIBIT A-BUDGET RESOLUTION VOCA GRANT (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

FY 2021/2022

(GRANT PERIOD October 1, 2021 through September 30, 2022)

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

AND

Holly Hill Police Department

GRANT NO: VOCA-2021-Holly Hill Police Departm-00516

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 ***Holly Hill Police Department***, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties hereto mutually 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), incorporated herein by reference, 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 term of this Agreement, 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 approved Grant Application of the Provider for the Grant Period as approved by the OAG and incorporated herein by reference.

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2021, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2022. 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

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

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 register within 21 days from execution. The online registration can be completed at:

http://dms.myflorida.com/dms/purchasing/myfloridamarketplace

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), incorporated herein by reference, 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

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

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

The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

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 $52,663.00.

"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.

"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

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.

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.

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 and final performance reports are due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

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. 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.

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

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

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

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

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

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.

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

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.

1. 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.

2. 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.

3. 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.

1. 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:

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

2. 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.

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

ARTICLE 21. MONITORING

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

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 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

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

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 LIABLITY

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.

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

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

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.

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.

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.

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,

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

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 and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2021. 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.

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

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-2021-Holly Hill Police Departm-00516 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 Holly Hill Police Department 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

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.

In accordance with section 448.095 (2), Florida Statutes, the Contractor 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 Contractor with an affidavit stating that the subcontractor

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

does not employ, contract with, or subcontract with an unauthorized alien. The Contractor will maintain a copy of such affidavit for the duration of the contract. The OAG may request documentation of compliance with this provision at any time during the Contract term. The Contract 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 approved 2021-2022 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.

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

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

	/s/ Richard H. Martin
Authorizing Official	OAG Authorizing Official
	Richard H. Martin
Print Name	Print Name
	Oct 1, 2021
Date	Date
Authorizing Official*	
Print Name	
Date	
Authorizing Official*	
Print Name	
Date	
FEID# of Provider	
Flair Code	

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

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

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	**Office of the Attorney General Victims of Crime Act Grant**	**2021-2022**

Subrecipient Name and Address Holly Hill Police Department 1065 Ridgewood Avenue Holly Hill, Florida 32117-2807	OAG Grant Number VOCA-2021-Holly Hill Police Departm-00516	
Subrecipient DUNS Number 132869686	Project Period: From 10/1/2021 To 9/30/2022	
Subrecipient IRS/Vendor/FEIN Number 596000337	Budget Period: From 10/1/2021 To 9/30/2022	
Project Title OVC FY 19 VOCA Victim Assistance Formula OVC FY 20 VOCA Victim Assistance Formula	Award Date 09/27/2021 Federal Indirect Cost Rate or De Minimis Rate	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $52,663.00	Total Award $52,663.00

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 2018-2019: From 10/1/2017 to 9/30/2022 (pending) 2019-2020: From 10/1/2018 to 9/30/2022
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 /s/ Richard H. Martin Oct 1, 2021	Signature, Agency Executive Director, Date

Attachment: VOCA GRANT AWARD 21-22 (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Division of Victim Services
Advocacy and Grants Management

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300 Fax (850) 487-0168
http://www.myfloridalegal.com

October 6, 2021

Victims of Crime Act (VOCA) 2021-2022

VOCA FIX Act Match Waiver

In accordance with the VOCA Fix to Sustain the Crime Victims Fund Act of 2021, effective July 22, 2021, and the attached updated United States Department of Justice, Office for Victims of Crime revised Match Waiver process received on September 22, 2021, the Office of the Attorney General waives the match requirement for all 2021-2022 VOCA Assistance grants funded with FFY 2018 V2-GX-0018 and FFY 2019 V2-GX-0047. The time period for these awards is October 1, 2021 through September 30, 2022.

These considerations are being made due to the continued challenges service providers are experiencing in their ability to meet the match requirement due to financial constraints and unique circumstances experienced during the pandemic.

/s/ Richard H. Martin
OAG Authorizing Official

Chief of Staff
Title

Richard H. Martin
Print Name

Oct 6, 2021
Date

Attachment: VOCA GRANT MATCH WAIVER (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

Sender: System, Grant
Date: 10/7/2021 8:57:01 AM
Subject: Victims of Crime Act (VOCA) 2021-2022 Match Waiver
Message:
Good morning,

In accordance with the Victims of Crime Act (VOCA) Fix Act, the Chief of Staff has signed a blanket match waiver for all 2021-2022 VOCA subgrantees. With the blanket match waiver in effect, subgrantees will NOT need to report match on any invoice submitted for the 2021-2022 grant year and will NOT need to complete a separate match waiver request. Our office will place a copy of the attached match waiver in each subgrantee's file.

Any questions should be submitted to contact.voca@myfloridalegal.com
Attachment

Attachment: VOCA GRANT MATCH WAIVER (2021-R-106 : Amending the Fiscl Year 2021-2022 Annual Operating Budget)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **December 14, 2021**
FROM: **Joseph Forte**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Authorizing the City of Holly Hill to Join with the State of Florida and Other Local Government Units as Participants in the Florida Memorandum of Understanding and Formal Agreements Implementing a Unified Plan; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2021-R-107**
APPLICANT:
PLANNER:

DISCUSSION:

The State of Florida and lawyers representing certain various governments in the Opioid Litigation have produced a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation. The Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date.

The participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations. Failure to participate in the Florida Plan will reduce funds available to the State of Florida, the City of Holly Hill and every other city and county in Florida.

Participation in the Florida Plan would be in the best interest of the City of Holly Hill and its citizens in that such a plan insures that almost all of the settlement funds go to abate and resolve

the opioid epidemic and each and every city and county receives funds for the harm it has suffered.

FISCAL ANALYSIS:

Funds planned to be provided to the City of Holly Hill will be reallocated to Volusia County.

STAFF RECOMMENDATION:

To approve the motion as written.

COMMISSION GOAL:

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

MOTION:

To expresses support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan and authorize the City Manager to execute any formal agreements implementing the unified plan for the allocation and use of opioid settlement proceeds, including allowing the Volusia County to retain and utilize said proceeds, if the use of the opioid settlement proceeds is not substantially inconsistent with the Florida Plan and this Resolution.

ATTACHMENTS:

- Exhibit A - Core Strategies + Approved Uses[1] (3) (PDF)

Resolution No. 2021-107

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY OF HOLLY HILL TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENT UNITS AS PARTICIPANTS IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY OF HOLLY HILL TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENT UNITS AS PARTICIPANTS IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has suffered harm from the opioid epidemic; and

WHEREAS, the City of Holly Hill recognizes the entire State of Florida has suffered harm as a result of the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida and a number of Cities and Counties have also filed an action In re: National Prescription Opiate Litigations, MDL No. 2804 (N.D. Ohio) (the Opioid Litigation) and the City of Holly Hill is a class member in the Opioid Litigation; and

WHEREAS, the State of Florida and lawyers representing certain various governments in the Opioid Litigation have produced a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan")

sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State of Florida, the City of Holly Hill and every other city and county in Florida.

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 finds that participation in the Florida Plan would be in the best interest of the City of Holly Hill and its citizens in that such a plan insures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm it has suffered.

SECTION 2. The City Commission of the City of Holly Hill hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit A.

SECTION 3. The City Manager is hereby authorized to execute any formal agreements implementing the unified plan for the allocation and use of opioid settlement proceeds, including allowing the Volusia County to retain and utilize said proceeds, if the use of the opioid settlement proceeds is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 4. The City Clerk is directed to send a certified copy of this

Resolution to:

Florida League of Cities
c/o Kraig Conn
Florida League of Cities, Inc.
P.O. Box 1757
Tallahassee, FL 32302-1757

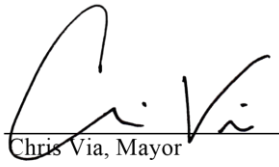
Florida Attorney General Ashley Moody
c/o John M. Guard
The Capitol, PL-01
Tallahassee, FL 32399-1050

SECTION 5. 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 6. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 7. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of DECEMBER, 2021.



Chris Via, Mayor 12/14/2021

Valerie Manning, City Clerk,CMC 12/14/2021

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (2021-R-107 : Opioid Unified Plan Resolution)

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (2021-R-107 : Opioid Unified Plan Resolution)

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (2021-R-107 : Opioid Unified Plan Resolution)

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (2021-R-107 : Opioid Unified Plan Resolution)

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (2021-R-107 : Opioid Unified Plan Resolution)

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (2021-R-107 : Opioid Unified Plan Resolution)

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (2021-R-107 : Opioid Unified Plan Resolution)

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (2021-R-107 : Opioid Unified Plan Resolution)

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (2021-R-107 : Opioid Unified Plan Resolution)

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (2021-R-107 : Opioid Unified Plan Resolution)

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (2021-R-107 : Opioid Unified Plan Resolution)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **December 14, 2021**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, to Waive the Procurement Process and Authorize the City Manager to Execute an Annual Purchases with Allied Universal Corporation for Liquid Chlorine and Liquid Sulfur Dioxide in an Amount Not to Exceed $71,600 Under the Price Schedule Set Forth Herein; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2021-R-108**
APPLICANT:
PLANNER:

DISCUSSION:

The City's Public Works Department uses various chemicals for the treatment of water and wastewater. There are only three suppliers that have the capabilities to deliver Liquid Chlorine (CL) and Liquid Sulfur Dioxide (SO^2) in the 1-ton cylinders that are needed to use in the water and wastewater treatment plants. The suppliers have to have a cherry picker truck for the delivery and removal of empty cylinders.

There are only three companies in Florida capable of providing liquid chlorine and liquid sulfur dioxide in 1-ton cylinders the City utilizes. They are: Brenntag Mid-South, Inc., JCI Jones Chemicals, and Allied Universal Corporation.

JCI does not have the necessary equipment to deliver the 1-ton cylinders to our site and have declined to bid. Allied Universal Corporation and Brenntag Mid-South, Inc. have provided bids. These proposals are included under Exhibits "A", "B" and "C".

Brenntag Mid-South has bid $1,495/ton for liquid chlorine and $1,100/ton for liquid sulfur dioxide with a minimum order of four (4) cylinders and with a $65.00 delivery fee. Allied Universal has bid $1,020/ton for liquid chlorine and $1,360/ton for liquid sulfur dioxide with no minimum order and no delivery fee. The annual approximate consumption of these chemicals is (15) tons of SO^2 and (55) tons of CL. Based on these bids and anticipated usage, annual costs will be $98,725 plus delivery fees for Brenntag and $76,500.00 for Allied Universal. The lowest bidder was Allied Universal for the following reasons:

1. The storage of SO^2 is limited by the Wastewater Treatment Plant DEP Permit to (3) cylinders. As such, the City cannot receive the minimum (4) cylinder order requirement of Brenntag Mid-South without also awarding liquid chlorine. The typical order of these chemicals is (4-5) cylinders per order consisting of (1-2) cylinders of SO^2 and (3)

cylinders of CL.

2. The cost of ordering (3) cylinders of CL and (1) cylinder of SO^2 from Brenntag Mid-South is $5,585 plus a delivery fee of $65 for a total of $5,650. The cost of ordering (3) cylinders of CL and (1) cylinder of SO^2 from Allied Universal is $4,420 with free delivery.

3. The cost of ordering (3) cylinders of CL and (2) cylinders of SO^2 from Brenntag Mid-South is $6,685 plus a delivery of $65 for a total of $6,750. The cost of ordering (3) cylinders of CL and (2) cylinders of SO^2 from Allied Universal is $6,020.

CHEMICAL	VENDOR	PRICE
Liquid Chlorine	JCI Jones Chemical	No Bid
Liquid Sulfur Dioxide	JCI Jones Chemical	No Bid
Liquid Chlorine	Brenntag Mid-South	$1,495/ton
Liquid Sulfur Dioxide	Brenntag Mid-South	$1,100/ton
Liquid Chlorine	Allied Universal	$1,020/ton
Liquid Sulfur Dioxide	Allied Universal	$1,360/ton

An analysis of costs are included under Exhibit “D”.

Due to the volatility of the chemicals market and a lack of cities of comparable size and chemical usage, contractors are not willing to allow for the piggybacking of chemical contracts. Copies of correspondence with both Brenntag and Allied Universal stating that there are no available contracts to piggyback are included under Exhibits “E” and “F”.

As such, staff recommend that the formal bid procedure be waived in accordance Chapter 8 - Waivers of Bid of the City of Holly Hill Purchasing Policy which states that the formal bidding procedure may be waived if “the health, safety, or welfare of the citizens or employees are at stake”. The purchasing policy concerning the waiving of the formal bid procedure is included under Exhibit “G”.

FISCAL ANALYSIS:

The purchase of chlorine and sulfur dioxide are accounted for in the approved FY2021/2022 budget through line items in the amount of $71,600 in water and wastewater GL account numbers 400-3010-533-5201 and 400-3020-535-5201 respectively. Unfortunately, supply chain disruptions, a volatile chemicals market and inflation have current usage estimates exceeding the budgeted amount.

In order to ensure that plant operations were not interrupted, single purchase orders in the amount of $5,100 for chlorine and $4,465 for sulfur dioxide have been made during the current fiscal year. The expenditures made have been subtracted from the budgeted amount of $71,600 leaving a balance of $62,035.

Although the current usage forecast costs exceed the budgeted amount by $4,900, staff

recommend that a purchase is approved for the remainder of the fiscal year in amount consistent with the approved budget in an amount not to exceed $62,035. With a total annual purchase authorization of $71,600 as budgeted. If usage dictates that an increase to the purchase are required towards the end of the fiscal year, a budget amendment and increase to purchasing authority will be requested. Staff recommend that an approval of award is given to Allied Universal in an amount not to exceed $71,600 for Fiscal year 2021/2022.

STAFF RECOMMENDATION:

Staff recommends that the City Commission authorize the waiver of the procurement of a sealed bid and authorize the City Manager to execute an additional purchase order for $62,035 brining the vendor not to exceed annual amount to $71,600 with Allied Universal for the purchase of liquid chlorine and liquid sulfur dioxide under the price provided by the supplier.

COMMISSION GOAL:

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

MOTION

APPROVE THE WAIVER OF THE SEALED BID AS PERMITTED IN CHAPTER 8 OF THE CITY PURCHASE POLICY, AWARD THE PURCHASE OF LIQUID CHLORINE AND LIQUID SULFUR DIOXIDE TO ALLIED UNIVERSAL CORPORATION AND AUTHORIZE THE CITY MANAGER TO EXECUTE PURCHASE ORDERS WITH AN ANNUAL PURCHASE LIMIT NOT TO EXCEED $71,600 WITH ALLIED UNIVERSAL CORPORATION FOR LIQUID CHLORINE AND LIQUID SULFUR DIOXIDE IN AN UNDER THE SCHEDULE SET FORTH HEREIN.

ATTACHMENTS:

- Exhibit A - Allied Universal Proposal (PDF)
- Exhibit B - Brenntag Proposal (PDF)
- Exhibit C - JCI No Bid (PDF)
- Exhibit D - Cost Analysis (PDF)
- Exhibit E - Allied Universal No Piggyback Contracts (PDF)
- Exhibit F - Brenntag No Piggyback Contracts (PDF)
- Exhibit G - CoHH Purchasing Policy 8 - Waivers of Bid (PDF)

Resolution No. 2021-108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO WAIVE THE PROCUREMENT PROCESS AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN ANNUAL PURCHASES WITH ALLIED UNIVERSAL CORPORATION FOR LIQUID CHLORINE AND LIQUID SULFUR DIOXIDE IN AN AMOUNT NOT TO EXCEED $71,600 UNDER THE PRICE SCHEDULE SET FORTH HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO WAIVE THE PROCUREMENT PROCESS AND AUTHORIZE THE CITY MANAGER TO EXECUTE PURCHASE ORDERS WITH ALLIED UNIVERSAL CORPORATION FOR LIQUID CHLORINE AND LIQUID SULFUR DIOXIDE IN AN ANNUAL AMOUNT NOT TO EXCEED $71,600 UNDER THE PRICE SCHEDULE SET FORTH HEREIN; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the use of chlorine and sulfur dioxide in the treatment of water and/or waste water is required; and

WHEREAS, the City is unable to piggyback current contracts for the provision of liquid chlorine and sulfur dioxide, however, proposals were received by multiple suppliers capable of providing these chemicals; and

WHEREAS, Allied Universal Corporation submitted the lowest proposal to supply liquid chlorine and liquid sulfur dioxide and is competent and qualified to provide the desired goods to the City at the prices established according to the terms and conditions stated herein; and

WHEREAS, this award is requested in accordance of Chapter 8 - Waivers of Bid in the City of Holly Hill Purchasing Policy; and

WHEREAS, adequate funds are available in the FY2021/2022 budget to cover the cost of the purchase of liquid chlorine and liquid sulfur dioxide.

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 the waiver of the

formal bid procedure as indicated in Chapter 8 or the City's purchasing policy and award the purchase of annual liquid chlorine and liquid sulfur dioxide to Allied Universal Corporation in an amount not to exceed $71,600 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 adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 14th day of DECEMBER, 2021.

Chris Via, Mayor 12/14/2021

Valerie Manning, City Clerk,CMC 12/14/2021

The City of Holly Hill

Allied

John Dally <jdally@hollyhillfl.org>

CL2/So2 pricing

5 messages

John Dally <jdally@hollyhillfl.org> Tue, Sep 7, 2021 at 9:53 AM
To: kambih@allieduniversal.com, "davea@allieduniversal.com" <davea@allieduniversal.com>

I need pricing on 1 ton cylinders of chlorine and sulfur dioxide. This is for our fiscal year October 1, 2021 through September 30, 2022. Delivery address is 453 LPGA Blvd, Holly Hill FL. We take at least four tons per delivery with approximately 54 tons chlorine and 25 tons SO2 required per year. We do require a cherry picker. Typically we order 4 tons CL2 and 1 ton on of SO2 each delivery. If not on the same delivery then it would be 4 tons CL2 and 3 tons SO2. If you have any questions do not hesitate to contact me.

--
John R. Dally, Chief WWTP Operator
Department of Public Works
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117
386-248-9463 (office)
386-334-9801 (mobile)
386-248-9499 (fax)
jdally@hollyhillfl.org
www.hollyhillfl.org

Kambi Hunter <kambih@allieduniversal.com> Tue, Sep 7, 2021 at 10:16 AM
To: John Dally <jdally@hollyhillfl.org>
Cc: "davea@allieduniversal.com" <davea@allieduniversal.com>

Hi John,

Good to hear from you.

Let me see what I can put together and I'll be back as soon as I can. If I have any questions, I'll let you know.

I hope you had a great holiday weekend.
Thanks so much,
Kambi

Kambi Hunter

Area Accounts Manager

C: 386-717-2556

Allied Universal Corporation

www.AlliedUniversal.com

Attachment: Exhibit A - Allied Universal Proposal (2021-R-108 : Waiver of Sealed Bid Requirment for the Purchase of Chlorine and Sulfur

[Quoted text hidden]

[Quoted text hidden]

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==========

Kambi Hunter <kambih@allieduniversal.com> Tue, Sep 7, 2021 at 10:16 AM
To: jdally@hollyhillfl.org

Your message

To: Kambi Hunter
Subject: CL2/So2 pricing
Sent: 9/7/21, 9:53:48 AM EDT

was read on 9/7/21, 10:16:59 AM EDT

--
[Quoted text hidden]

John Dally <jdally@hollyhillfl.org> Thu, Sep 16, 2021 at 12:49 PM
To: Kambi Hunter <kambih@allieduniversal.com>

Do you have any pricing on one ton cylinders of CL2 and SO2 yet?
[Quoted text hidden]

Kambi Hunter <kambih@allieduniversal.com> Fri, Sep 17, 2021 at 1:48 PM
To: John Dally <jdally@hollyhillfl.org>

Hello John,

Please forgive the amount of time it's taken to respond. So sorry!

I have your pricing for you; amounts active from 10/1/2021 to 9/30/2022.

CL2- $1020.00/ Ton
SO2- $1360.00 / Ton

I am aware this pricing is higher than you were extended last year, however, our industry has been under huge constraints, rationing and price increases.

Attachment: Exhibit A - Allied Universal Proposal (2021-R-108 : Waiver of Sealed Bid Requirment for the Purchase of Chlorine and Sulfur

Please let me know what I can do to help further.

Thank you very much!
Kambi

Kambi Hunter

Area Accounts Manager

C: 386-717-2556

Allied Universal Corporation

www.AlliedUniversal.com

[Quoted text hidden]

Attachment: Exhibit A - Allied Universal Proposal (2021-R-108 : Waiver of Sealed Bid Requirment for the Purchase of Chlorine and Sulfur

The City of Holly Hill

John Dally <jdally@hollyhillfl.org>

CL2/SO2 Pricing

3 messages

John Dally <jdally@hollyhillfl.org> Tue, Sep 7, 2021 at 10:02 AM
To: Stephanie Ubach/Mid-South/Brenntag <subach@brenntag.com>

I need pricing on 1 ton cylinders of chlorine and sulfur dioxide. This is for our fiscal year October 1, 2021 through September 30, 2022. Delivery address is 453 LPGA Blvd, Holly Hill FL. We take at least four tons per delivery with approximately 54 tons chlorine and 25 tons SO2 required per year. We do require a cherry picker. Typically we order 4 tons CL2 and 1 ton on of SO2 each delivery. If not on the same delivery then it would be 4 tons CL2 and 3 tons SO2. If you have any questions do not hesitate to contact me.

--
John R. Dally, Chief WWTP Operator
Department of Public Works
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117
386-248-9463 (office)
386-334-9801 (mobile)
386-248-9499 (fax)
jdally@hollyhillfl.org
www.hollyhillfl.org

Stephanie Ubach/Mid-South/Brenntag <subach@brenntag.com> Tue, Sep 7, 2021 at 10:17 AM
To: "jdally@hollyhillfl.org" <jdally@hollyhillfl.org>

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---------- Forwarded message ----------
From: "Stephanie Ubach/Mid-South/Brenntag" <subach@brenntag.com>
To: "jdally@hollyhillfl.org" <jdally@hollyhillfl.org>
Cc:
Bcc:
Date: Tue, 7 Sep 2021 14:17:15 +0000

Attachment: Exhibit B - Brenntag Proposal [Revision 1] (2021-R-108 : Waiver of Sealed Bid Requirment for the Purchase of Chlorine and Sulfur

4.3.b

Subject: Read: [EXTERNAL]CL2/SO2 Pricing

winmail.dat
7K

Stephanie Ubach/Mid-South/Brenntag <subach@brenntag.com> Tue, Sep 7, 2021 at 10:24 AM
To: John Dally <jdally@hollyhillfl.org>
Cc: Damaris Ruiz/Mid-South/Brenntag <druiz@brenntag.com>, Orlando Customer Service/Mid-South/Brenntag <orlandocustomerservice@brenntag.com>

Hey John

I haven't forgotten you – told you it was going to be crazy. I did see JCI bid the City of Deland though, so I guess maybe they are coming back into Florida…? I attached the most recent bid tabs for Chlorine in Florida

- Customer : City of Holly Hill
- Customer Number: 274604
- Product : Chlorine / SO2
- Product # : 253418 / 574589
  - $1,495 / $1,100
- Delivery Location: 453 LPGA Blvd 32117

Regards,

Stephanie Ubach

Municipal Bid Manager

Brenntag Mid-South

Cell: (270)-855-0694

[Quoted text hidden]

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[Quoted text hidden]

Attachment: Exhibit B - Brenntag Proposal [Revision 1] (2021-R-108 : Waiver of Sealed Bid Requirment for the Purchase of Chlorine and Sulfur

The City of Holly Hill

Antoine Khoury <akhoury@hollyhillfl.o

Fwd: [EXTERNAL]CL2/SO2 PRICING

5 messages

John Dally <jdally@hollyhillfl.org> Wed, Nov 17, 2021 at 10:29
To: Antoine Khoury <akhoury@hollyhillfl.org>

---------- Forwarded message ---------
From: **Stephanie Ubach/Mid-South/Brenntag** <subach@brenntag.com>
Date: Wed, Nov 17, 2021 at 10:21 AM
Subject: RE: [EXTERNAL]CL2/SO2 PRICING
To: John Dally <jdally@hollyhillfl.org>

No price difference just min order on tons in general. I think you have a 4 or 6 total min per delivery but can double check. Pricing has gone up again as the market pushed out more increases to the distributers for 2022

Regards,

Stephanie Ubach

Municipal Bid Manager

Brenntag Mid-South

1405 Highway 136 W

Henderson KY 42419

Mobile: (270)-855-0694

Email: subach@brenntag.com

www.brenntag.com

From: John Dally <jdally@hollyhillfl.org>
Sent: Wednesday, November 17, 2021 8:21 AM
To: Stephanie Ubach/Mid-South/Brenntag <subach@brenntag.com>
Subject: [EXTERNAL]CL2/SO2 PRICING

Management has asked me to inquire whether the pricing in contingent on both chemicals be ordered.as example if we just order SO2 what would be the price difference if any and minimum order.

--

Attachment: Exhibit B - Brenntag Proposal [Revision 1] (2021-R-108 : Waiver of Sealed Bid Requirment for the Purchase of Chlorine and Sulfur

John R. Dally, Chief WWTP Operator

Department of Public Works

City of Holly Hill

453 LPGA Boulevard

Holly Hill, FL 32117

386-248-9463 (office)

386-334-9801 (mobile)

386-248-9499 (fax)

jdally@hollyhillfl.org

www.hollyhillfl.org

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John R. Dally, Chief WWTP Operator
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386-248-9499 (fax)
jdally@hollyhillfl.org
www.hollyhillfl.org

John Dally <jdally@hollyhillfl.org> Mon, Nov 22, 2021 at 10:16 /
To: Stephanie Ubach/Mid-South/Brenntag <subach@brenntag.com>
Bcc: akhoury@hollyhillfl.org

We can only order 3 tons of SO2 per delivery. Is there a price difference or a delivery charge? You mentioned pricing has gone up. Does this affect your quote for CL2/SO2?
[Quoted text hidden]

John Dally <jdally@hollyhillfl.org> Tue, Nov 23, 2021 at 9:07 A
To: Stephanie Ubach/Mid-South/Brenntag <subach@brenntag.com>
Bcc: akhoury@hollyhillfl.org

Stephanie, because of the price increases and the cost I might have to break up the SO2/Cl2 deliveries between two vendors. I can't divulge the amount of the quotes until the council approves it. What I need to know is whether the prices are contingent on both chemicals being ordered i.e. just ordering CL2 or SO2 and the minimum number of cylinders per delivery.

On Mon, Nov 22, 2021 at 11:58 AM Stephanie Ubach/Mid-South/Brenntag <subach@brenntag.com> wrote:

> The tons can be combined so even if you did 2 and 2 for example, you'll be fine. I have you locked in until your fiscal year end 9/30/22 – otherwise yes 2022 will be higher. Its crazy
>
> [Quoted text hidden]
[Quoted text hidden]

John Dally <jdally@hollyhillfl.org> Tue, Nov 23, 2021 at 3:26 F
To: Antoine Khoury <akhoury@hollyhillfl.org>

[Quoted text hidden]

John Dally <jdally@hollyhillfl.org> Tue, Nov 23, 2021 at 3:27 F
To: Antoine Khoury <akhoury@hollyhillfl.org>

---------- Forwarded message ---------
From: **Stephanie Ubach/Mid-South/Brenntag** <subach@brenntag.com>
Date: Tue, Nov 23, 2021 at 12:43 PM
Subject: RE: [EXTERNAL]CL2/SO2 PRICING
To: John Dally <jdally@hollyhillfl.org>

No sir they are priced separate, just a minimum order of 4 tons per delivery.

I absolutely understand, if you are able to get a lower cost please do, I'll work with you the best I can. With the market as volatile as it is, our hands are tied. Let me know.

[Quoted text hidden]
[Quoted text hidden]

Attachment: Exhibit B - Brenntag Proposal [Revision 1] (2021-R-108 : Waiver of Sealed Bid Requirment for the Purchase of Chlorine and Sulfur

The City of Holly Hill

John Dally <jdally@hollyhillfl.org>

CL2/SO2 Pricing

3 messages

JCI

John Dally <jdally@hollyhillfl.org> Tue, Sep 7, 2021 at 9:58 AM
To: Heather Glass <hglass@jcichem.com>

I need pricing on 1 ton cylinders of chlorine and sulfur dioxide. This is for our fiscal year October 1, 2021 through September 30, 2022. Delivery address is 453 LPGA Blvd, Holly Hill FL. We take at least four tons per delivery with approximately 54 tons chlorine and 25 tons SO2 required per year. We do require a cherry picker. Typically we order 4 tons CL2 and 1 ton on of SO2 each delivery. If not on the same delivery then it would be 4 tons CL2 and 3 tons SO2. If you have any questions do not hesitate to contact me.

--
John R. Dally, Chief WWTP Operator
Department of Public Works
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117
386-248-9463 (office)
386-334-9801 (mobile)
386-248-9499 (fax)
jdally@hollyhillfl.org
www.hollyhillfl.org

John Dally <jdally@hollyhillfl.org> Thu, Sep 16, 2021 at 12:57 PM
To: Heather Glass <hglass@jcichem.com>

Heather, we talked a couple of weeks back on CL2/SO2 pricing and if you able to do it because of the Cherry picker. Any word yet?
[Quoted text hidden]

Heather Glass <hglass@jcichem.com> Thu, Sep 16, 2021 at 1:26 PM
To: John Dally <jdally@hollyhillfl.org>

I have checked and the answer is no we cannot bid on this project because we do not have a cherry picker. Sorry

[Quoted text hidden]

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Attachment: Exhibit C - JCI No Bid (2021-R-108 : Waiver of Sealed Bid Requirment for the Purchase of Chlorine and Sulfur Dioxide)

Pricing for Chlorine and Sulfur Dioxide for 2021/2022

Quotes were solicited from Brenntag Mid-South, Allied Universal, and Jones Chemical Inc. Only two vendors elected to supply quotes. The third declined due to the lack of equipment necessary to delivery one-ton cylinders to the facility.

	BRENNTAG MID-SOUTH	ALLIED UNIVERSAL	JONES CHEMICAL
CHLORINE			
PER TON	$1495.00	$1020.00	DECLINDED
TOTAL 54 TONS	$80,730	$55,080	NO QUOTE
SULFUR DIOXIDE	$1100.00	$1360.00	DECLINED
TOTAL 24 TONS	$26,400	$32,640	NO QUOTE
TOTAL FOR YEAR	$107,130	$87,720	DECLINED
			NO QUOTE

Attachment: Exhibit C - JCI No Bid (2021-R-108 : Waiver of Sealed Bid Requirment for the Purchase of Chlorine and Sulfur Dioxide)

Liquid Chlorine and Sulfur Dioxide Suppliers Comparison

Supplier	Chlorine Cost Per Ton	Annual Consumption	Annual Chlorine Cost Per Year	SO2 Cost Per Ton	SO2 Annual Consumption	SO2 Annual Cost Per Year	Number of Deliveries	Delivery Charge per Order	Annual Shipping Cost	Total Cost Per Vendor
JCI	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Brenntag	$ 1,495.00	55	$ 82,225.00	$ 1,100.00	15	$ 16,500.00	14	$ 65.00	$ 910.00	$ 99,635.00
Allied Universal	$ 1,020.00	55	$ 56,100.00	$ 1,360.00	15	$ 20,400.00	14	$ -	$ -	$ 76,500.00
Order from Two Suppliers										
Brenntag	$ 1,495.00	15	$ 22,425.00	$ 1,100.00	15	$ 16,500.00	7	$ 65.00	$ 455.00	$ 39,380.00
Allied Universal	$ 1,020.00	40	$ 40,800.00	$ 1,360.00	0	$ -	8	$ -	$ -	$ 40,800.00
		55			15		15			$ 80,180.00

Attachment: Exhibit D - Cost Analysis (2021-R-108 : Waiver of Sealed Bid Requirment for the Purchase of Chlorine and Sulfur Dioxide)

The City of Holly Hill

John Dally <jdally@hollyhillfl.org>

Allied Universal / Contract

1 message

Kambi Hunter <kambih@allieduniversal.com> Thu, Nov 11, 2021 at 2:22 PM
To: John Dally <jdally@hollyhillfl.org>

Hello there,

I did some looking, and as we suspected, there is no contract for the city to piggyback off of. I hope this email helps with the requirement. If you need something different, please just let me know.

I'm here if you need anything else.

Have a super day!
Kambi

Kambi Hunter

Area Accounts Manager

C: 386-717-2556

Allied Universal Corporation

www.AlliedUniversal.com

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==========

Attachment: Exhibit E - Allied Universal No Piggyback Contracts (2021-R-108 : Waiver of Sealed Bid Requirment for the Purchase of Chlorine

The City of Holly Hill

John Dally <jdally@hollyhillfl.org>

Holly Hill SO2/CL2

2 messages

John Dally <jdally@hollyhillfl.org> Tue, Sep 1, 2020 at 11:31 AM
To: Stephanie Ubach/Mid-South/Brenntag <subach@brenntag.com>

Stephanie, Did you find a contract that we can piggyback on?

--
John R. Dally, Acting Chief WWTP Operator
Department of Public Works
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117
386-248-9463 (office)
386-248-9499 (fax)
jdally@hollyhillfl.org
www.hollyhillfl.org

Stephanie Ubach/Mid-South/Brenntag <subach@brenntag.com> Tue, Sep 1, 2020 at 11:35 AM
To: John Dally <jdally@hollyhillfl.org>

Hi John

Sorry for the delay, I was trying to pull anything out of my hat. I didn't unfortunately. I thought I could put you on with City of Palatka but it's a PO. The rest of the chlorine bids are either way over in price or way under due to size of municipality.

I can firm it for a year with your PO and T&C's though.

Regards,

Stephanie Ubach

Municipal Bid Manager

Brenntag Mid-South

Cell: (270)-855-0694

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EXCELLENCE. *EVERY* CUSTOMER. *EVERY* DAY.

[Quoted text hidden]

Attachment: Exhibit F - Brenntag No Piggyback Contracts (2021-R-108 : Waiver of Sealed Bid Requirment for the Purchase of Chlorine and

(d) The Certificate shall reference the bid number and the project name.

POLICY 7.3 PROOF OF INSURABILITY

A binder is good only for thirty days. Insist on proof of an issued policy within thirty days.

The Finance Department or Risk Manager may require the contractor to produce an original insurance policy to verify coverage. All insurance companies providing the insurance under this contract must be authorized to conduct business under the laws of the State of Florida.

POLICY 7.4 ADDITIONAL INSURED

The City shall be listed as an Additional Insured for Comprehensive General Liability Insurance. The City shall not be listed as an Additional Insured under Workers Compensation, Professional Liability, or Automobile Liability Insurance. If we are, we may be responsible for the insurance premiums.

CHAPTER 8 – WAIVERS OF BID

The City Manager may waive purchasing policy up to $25,000, and Commission may waive the formal bidding procedure over $25,000 for the following reasons. Every attempt should be made to obtain three written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

Attachment: Exhibit G - CoHH Purchasing Policy 8 - Waivers of Bid (2021-R-108 : Waiver of Sealed Bid Requirment for the Purchase of Chlorine

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **December 14, 2021**
FROM: **Joseph Forte**
SUBJECT: **Utility Easement Dedication from Fountainhead to the City of Holly Hill**
NUMBER: **(ID # 3570)**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill requires utility easements located on the Fountainhead property at 1200 Center Avenue. The exclusive easements provides the City the rights to replace, repair, maintain, attend to and operate a water main and related valves, valve boxes, fire hydrants and fittings located on, over and through the easement.

FISCAL ANALYSIS:

The City of Holly Hill will not receive any compensation for the easement.

STAFF RECOMMENDATION:

Staff recommends approval of this underground easement.

COMMISSION GOAL:

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.

MOTION:

APPROVE THE EASEMENT AGREEMENTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

- Fountainhead Easement for Utilities (PDF)
- Fountianhead Bill of Sale for Utility Infrastructure (PDF)

Prepared By:
Patrick Kennedy
The Law Offices of Patrick J Kennedy, PA
124 Central Avenue
Crescent City, Florida 32112

EASEMENT FOR UTILITIES

COUNTY OF VOLUSIA
STATE OF FLORIDA

THIS EASEMENT is granted this 1st day of December 2021 by the undersigned Fountainhead Developers, LLC, a Florida limited liability corporation whose address is 1200 Center Avenue, Holly Hill, Florida 32117 (hereinafter "Grantor") to the City of Holly Hill, a municipal corporation existing under the laws of Florida whose address is 1065 Ridgewood Avenue, Holly Hill, Florida 32117 (hereinafter "Grantee"):

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of the underlying property for the easement described herein; and

WHEREAS, Grantee is the governing body responsible for, among other things, the provision of safe and reliable potable water services and fire suppression capabilities to the businesses and residents of Holly Hill, Florida; and

WHEREAS, Grantee desires to obtain an exclusive easement for the rights to replace, repair, maintain, attend to and operate, the 8 inch water main and related valves, valve boxes, fire hydrants and fittings located on, over and through said easement to carry out Grantee's aforementioned responsibilities regarding potable water services to businesses and residents of the City of Holly Hill; and

WHEREAS, Grantor installed the aforementioned 8 inch water main and related elements and then transferred ownership of same, including all related valves, valve boxes, fire hydrants and fittings to Grantee as agreed by the parties hereto;

NOW THEREFORE, in consideration of Ten and 00/100 ($10.00) dollars paid by Grantee and other good and valuable consideration, receipt of which is acknowledged, Grantor does hereby grant to Grantee the right to install, replace, repair, maintain, and operate underground water and fire suppression services, including, a line of pipe and related valves, valve boxes, fire hydrants and fittings for carriage of potable water through the following described easement:

SEE ATTACHED EXHIBIT A

It is understood by all parties that the easement established by this deed shall provide the right of ingress and egress for vehicles, equipment and labor to access, replace, inspect, maintain, attend to, excavate land for, construct, and remove the line of pipe and related elements; and as part of the consideration for this easement all damage to structures, surfaces, curbs, utilities, landscaping

Attachment: Fountainhead Easement for Utilities (3570 : Utility Easement Dedication from Fountainhead to the City of Holly Hill)

or any other part of the easement for and because of Grantee's aforementioned work within this easement shall be repaired to their existing condition prior to the work commencing by Grantee at Grantee's expense and in accordance with any federal, state or local regulations. Grantor shall not install any improvements, including structures, surfaces, curbs, utilities, or landscaping, on or in the easement established herein without the prior written approval of the City. Grantee shall be responsible for all maintenance, repair and replacement of such improvements within the easement, except as provided herein.

As part of the consideration for this easement, Grantee shall provide Grantor, its successors or assigns 24-hour notice prior to the commencement of non-emergency work that may interfere with the normal business operations taking place on the surrounding property and every effort will be made to conduct such operations outside of normal business hours for any business operating on the surrounding property.

In Witness Whereof,

Melissa M Torres 12/1/2021
Witness's Signature **Date**

Grantor's Signature 12/1/21
Date

Melissa M. Torres
Witness Printed Name

12/1/21
Witness's Signature **Date**

Jodi Moore
Witness Printed Name

State of Florida
County of Volusia

I, the undersigned, a Notary Public in and for said County and said State, hereby certify that M. Jayson Meyer, whose names are signed to this Easement, and [X] who are known to me [ ] produced a _____(type of identification) as identification, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date. Given under my hand this 1st day of December 2021.

Melissa M Torres
Notary Public

MELISSA MARIE TORRES
Notary Public - State of Florida
Commission # HH 99875
My Comm. Expires Aug 26, 2022

My Commission Expires: Aug 26, 2022

Attachment: Fountainhead Easement for Utilities (3570 : Utility Easement Dedication from Fountainhead to the City of Holly Hill)

_____	_____	_____	_____
Witness's Signature	Date	Grantee's Signature	Date

_____
Witness Printed Name

_____ _____
Witness's Signature Date

_____
Witness Printed Name

State of Florida
County of Volusia

I, the undersigned, a Notary Public in and for said County and said State, hereby certify that _____, whose names are signed to this Easement, and [ ] who are known to me [ ] produced a _____(type of identification) as identification, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date. Given under my hand this ___ day of _____ 2021.

_____
Notary Public
[Seal]
My Commission Expires: _____

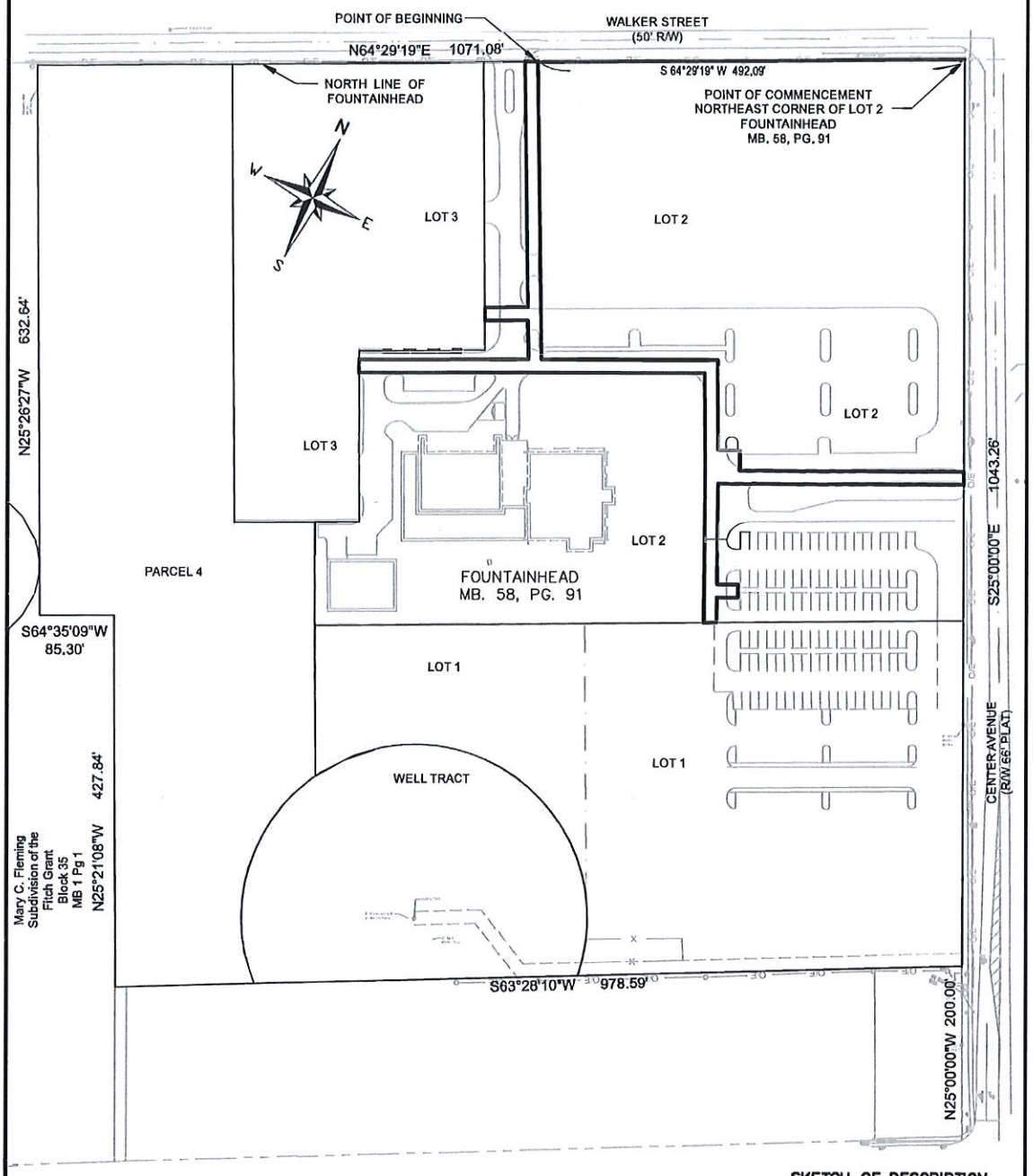
Attachment: Fountainhead Easement for Utilities (3570 : Utility Easement Dedication from Fountainhead to the City of Holly Hill)

EXHIBIT A

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: FOUNTAIN HEAD DEVELOPMENT LLC

DESCRIPTION:

A PORTION OF LOT 2, FOUNTAINHEAD, AS PER MAP RECORDED IN MAP BOOK 58, PAGE 91, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
SEE SHEET 4 FOR COMPLETE DESCRIPTION.

JOB #19-0422 WL EASE

SCALE: 1"=150' FIELD BOOK: 1413 PAGE: 05

ABBREVIATIONS	
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(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
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A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
℄	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4

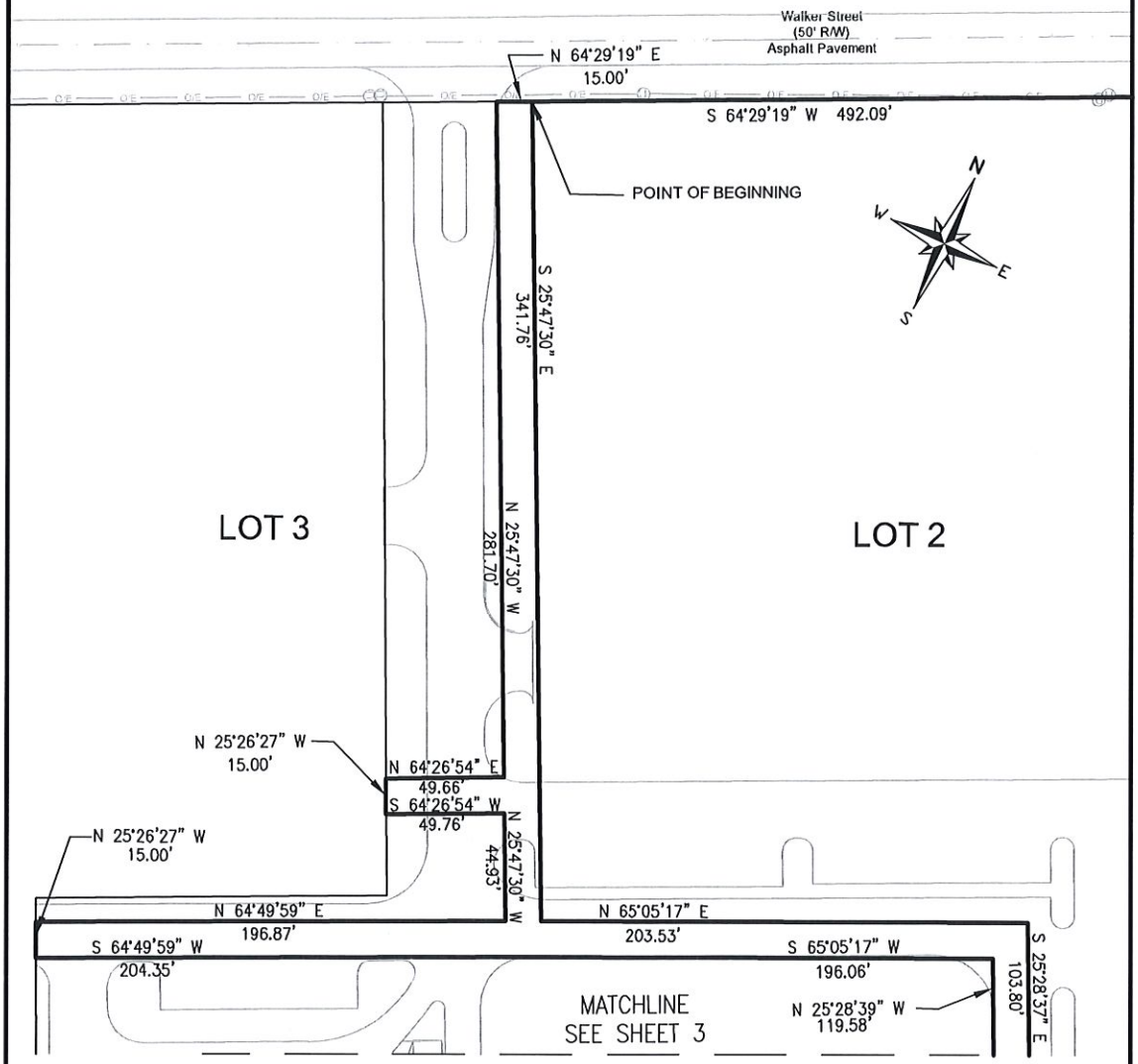
LEGEND

●	IRON ROD WITH CAP
O	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
⬭	EXISTING ELEVATION
▭	PROPOSED ELEVATION

Attachment: Fountainhead Easement for Utilities (3570 : Utility Easement Dedication from Fountainhead to the City of Holly Hill)

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SHEET 2 OF 4

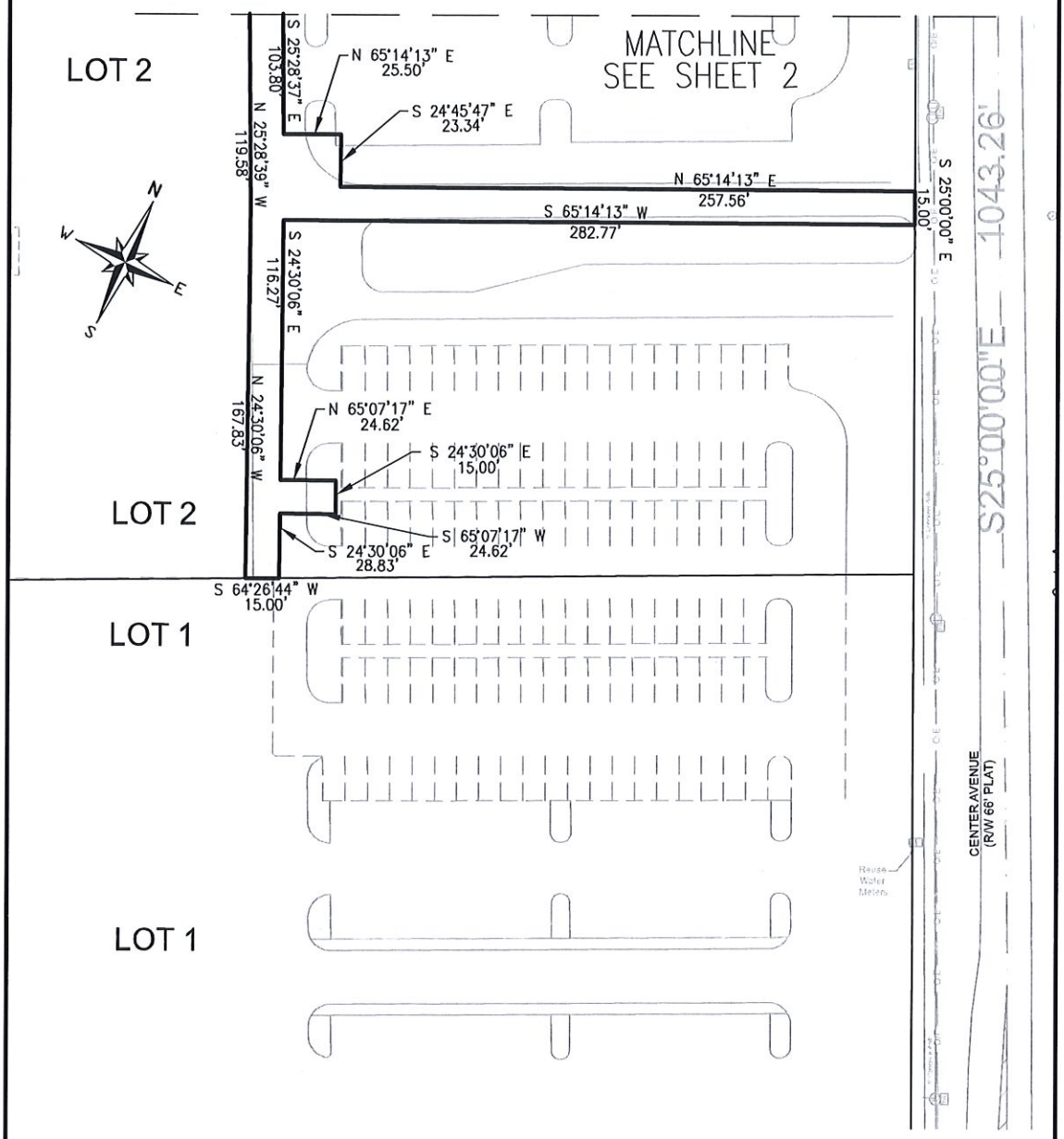
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JOB #19-0422 WL EASE
SCALE: 1"=40'
FIELD BOOK: 1413 PAGE: 05

Attachment: Fountainhead Easement for Utilities (3570 : Utility Easement Dedication from Fountainhead to the City of Holly Hill)

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SHEET 3 OF 4

LEGEND	
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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE BASED ON THE WESTERLY RIGHT-OF-WAY LINE CENTER AVENUE, BEING N25°00'00"W.

4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

DESCRIPTION:

A PORTION OF LOT 2, FOUNTAINHEAD, AS PER MAP RECORDED IN MAP BOOK 58, PAGE 91, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 2, SAID FOUNTAINHEAD, SAID PUBLIC RECORDS, THENCE S64°29'19"W, ALONG THE NORTH LINE SAID LOT 2, A DISTANCE OF 492.09 FEET TO THE POINT OF BEGINNING; THENCE DEPART SAID NORTH LINE S25°47'30"E, A DISTANCE OF 341.76 FEET; THENCE N65°05'17"E, A DISTANCE OF 203.53 FEET; THENCE S25°28'37"E, A DISTANCE OF 103.80 FEET; THENCE N65°14'13"E, A DISTANCE OF 25.50 FEET; THENCE S24°45'47"E, A DISTANCE OF 23.34 FEET; THENCE N65°14'13"E, A DISTANCE OF 257.56 FEET TO THE WEST RIGHT OF WAY OF CENTER AVENUE A 66 FOOT RIGHT OF WAY PER SAID PLAT; THENCE ALONG SAID WEST RIGHT OF WAY S25°00'00"E, A DISTANCE OF 15.00 FEET; THENCE DEPART SAID WEST RIGHT OF WAY S65°14'13"W, A DISTANCE OF 282.77 FEET; THENCE S24°30'06"E, A DISTANCE OF 116.27 FEET; THENCE N65°07'17"E, A DISTANCE OF 24.62 FEET; THENCE S24°30'06"E, A DISTANCE OF 15.00 FEET; THENCE S65°07'17"W, A DISTANCE OF 24.62 FEET; THENCE S24°30'06"E, A DISTANCE OF 28.83 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE ALONG SAID SOUTH LINE S64°26'44"W, A DISTANCE OF 15.00 FEET; THENCE DEPART SAID SOUTH LINE N24°30'06"W, A DISTANCE OF 167.83 FEET; THENCE N25°28'39"W, A DISTANCE OF 119.58 FEET; THENCE S65°05'17"W, A DISTANCE OF 196.06 FEET; THENCE S64°49'59"W, A DISTANCE OF 204.35 FEET TO THE WEST LINE OF SAID LOT 2; THENCE ALONG SAID WEST LINE N25°26'27"W, A DISTANCE OF 15.00 FEET; THENCE DEPART SAID WEST LINE N64°49'59"E, A DISTANCE OF 196.87 FEET, THENCE N25°47'30"W, A DISTANCE OF 44.93 FEET; THENCE S64°26'54"W, A DISTANCE OF 49.76 FEET TO THE WEST LINE OF SAID LOT 2; THENCE ALONG SAID WEST LINE N25°26'27"W, A DISTANCE OF 15.00 FEET; THENCE DEPART SAID WEST LINE N64°26'54"E, A DISTANCE OF 49.66 FEET; THENCE N25°47'30"W, A DISTANCE OF 281.70 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE N64°29'19"E, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.4962 ACRES MORE OR LESS.

REFERENCE: FOUNTAIN HEAD WATER EASEMENT

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	FOUNTAIN HEAD DEVELOPERS	8-10-21	19-0422
DESCRIPTION	CITY OF HOLLY HILL, FLORIDA		

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: FOUNTAIN HEAD DEVELOPERS

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	8-10-21	19-0422	SR	MM	MM
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Michael S Murphy
Digitally signed by Michael S Murphy
Date: 2021.08.10 15:52:40 -04'00'

J.E. ZAPERT, P.L.S. NO. 4046
JEFF W. BARNES P.S.M. NO. 5576
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

Attachment: Fountainhead Easement for Utilities (3570 : Utility Easement Dedication from Fountainhead to the City of Holly Hill)

BILL OF SALE – WATER UTIILITY INFRASTRUCTURE

STATE OF FLORIDA
COUNTY OF VOLUSIA

FOR AND IN CONSIDERATION OF Ten Dollars ($10.00) payable as described below and other good and valuable consideration the receipt and sufficiency of which is acknowledged, by its signature below, the undersigned Seller does hereby grant, bargain and transfer to the City of Holly Hill, a Florida municipal corporation located in Volusia County Florida, all interests, or rights of the Seller in the following property:

- The 8-inch potable water distribution lines, including related fittings, valves, and valve boxes located inside the Easement described in attached Exhibit A.
- The fire hydrants, including the six-inch service lines, related fittings, valves, and valve boxes for the hydrants, located inside the Easement described in attached Exhibit A.

This Bill of Sale shall issue upon execution by both the Buyer and the Seller.

DATED: _____, 2021

BUYER

_____
Joseph Forte, City Manager
City of Holly Hill, Florida

DATED: 12/1, 2021

SELLER

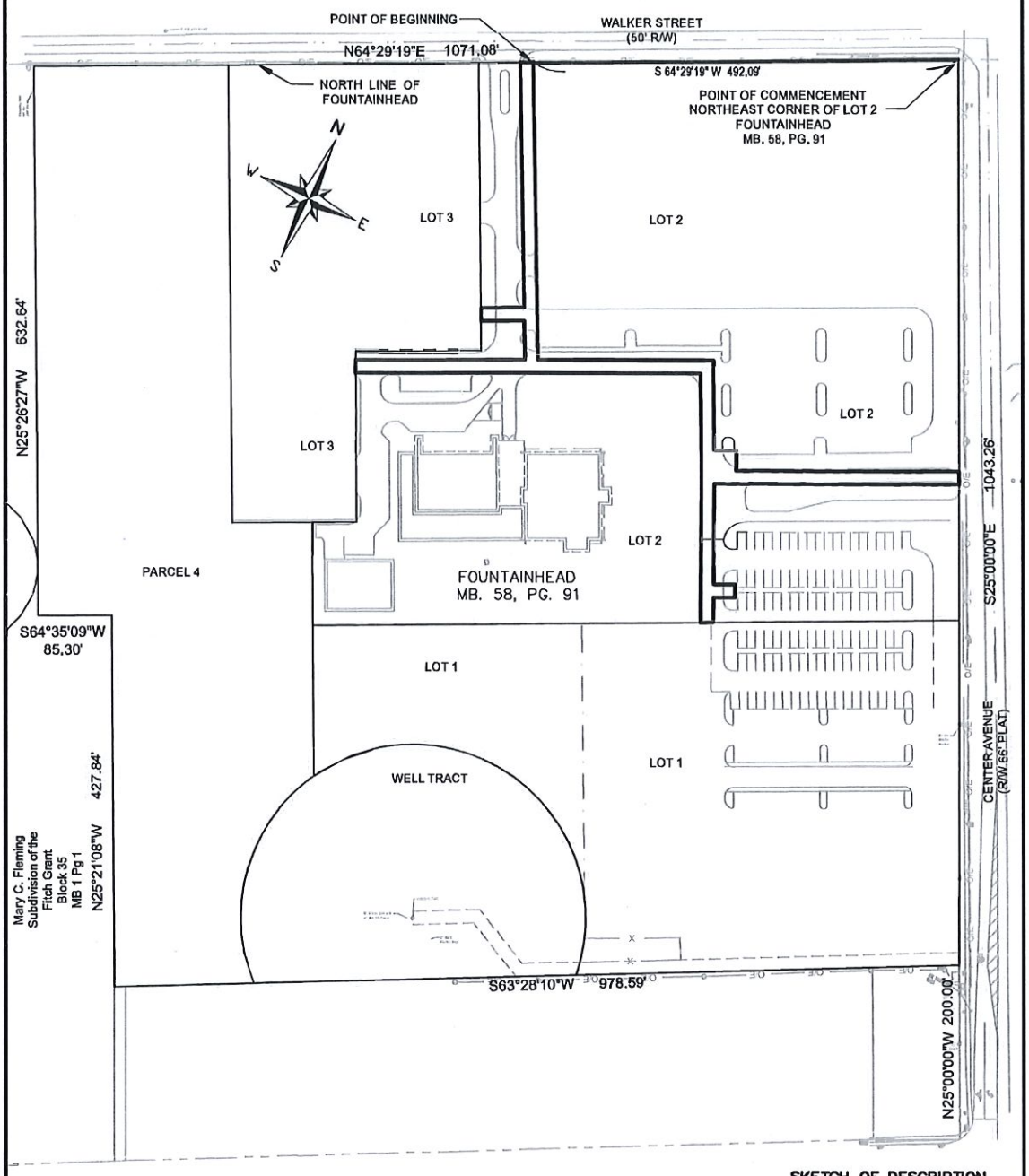
_____
M. Jayson Meyer, CEO
Fountainhead Land Developers, LLC

Attachment: Fountianhead Bill of Sale for Utility Infrastructure (3570 : Utility Easement Dedication from Fountainhead to the City of Holly Hill)

EXHIBIT A

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SEE SHEET 4 FOR COMPLETE DESCRIPTION.

JOB #19-0422 WL EASE

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SHEET 1 OF 4

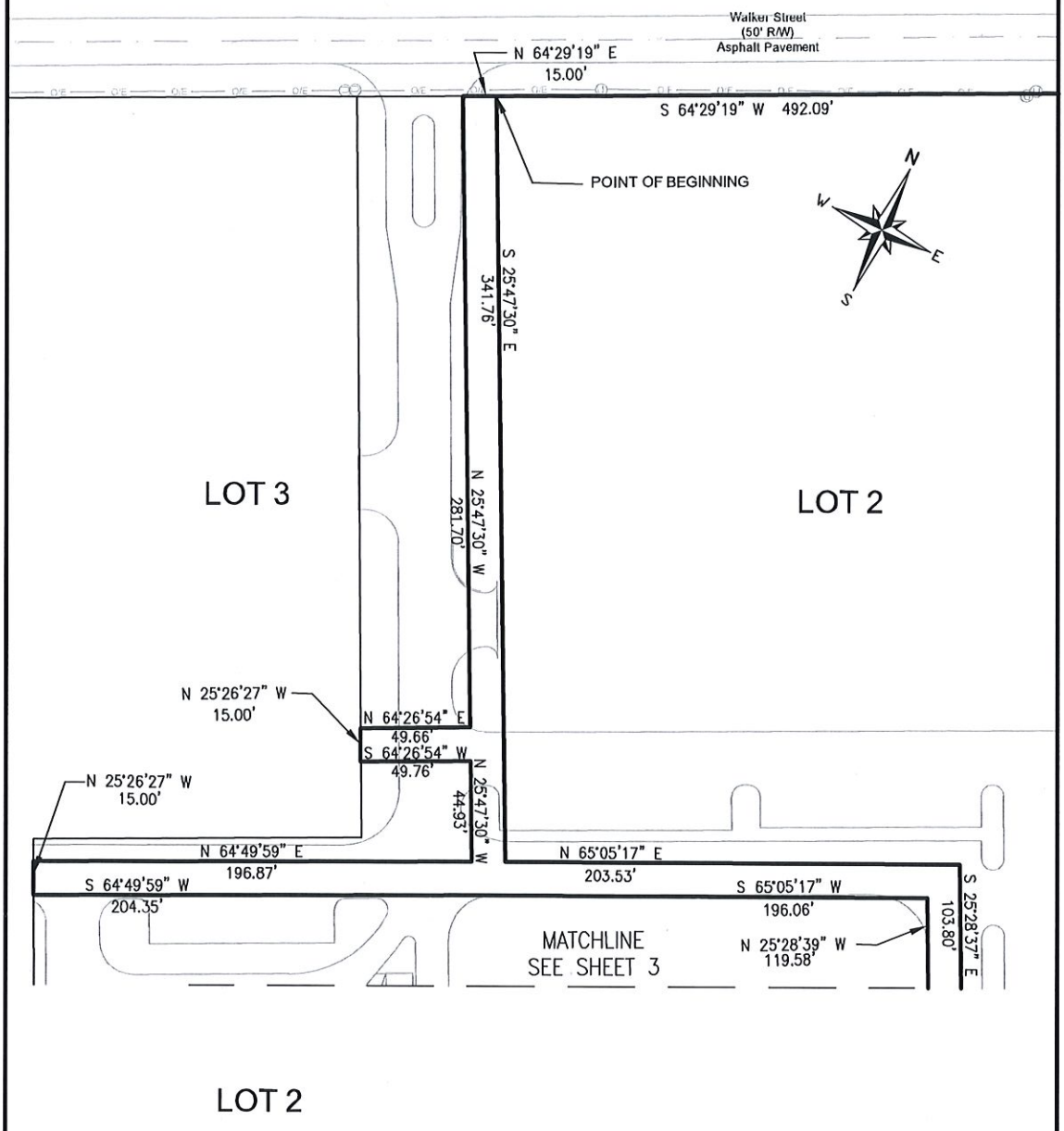
LEGEND

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Attachment: Fountianhead Bill of Sale for Utility Infrastructure (3570 : Utility Easement Dedication from Fountainhead to the City of Holly Hill)

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SHEET 2 OF 4

LEGEND

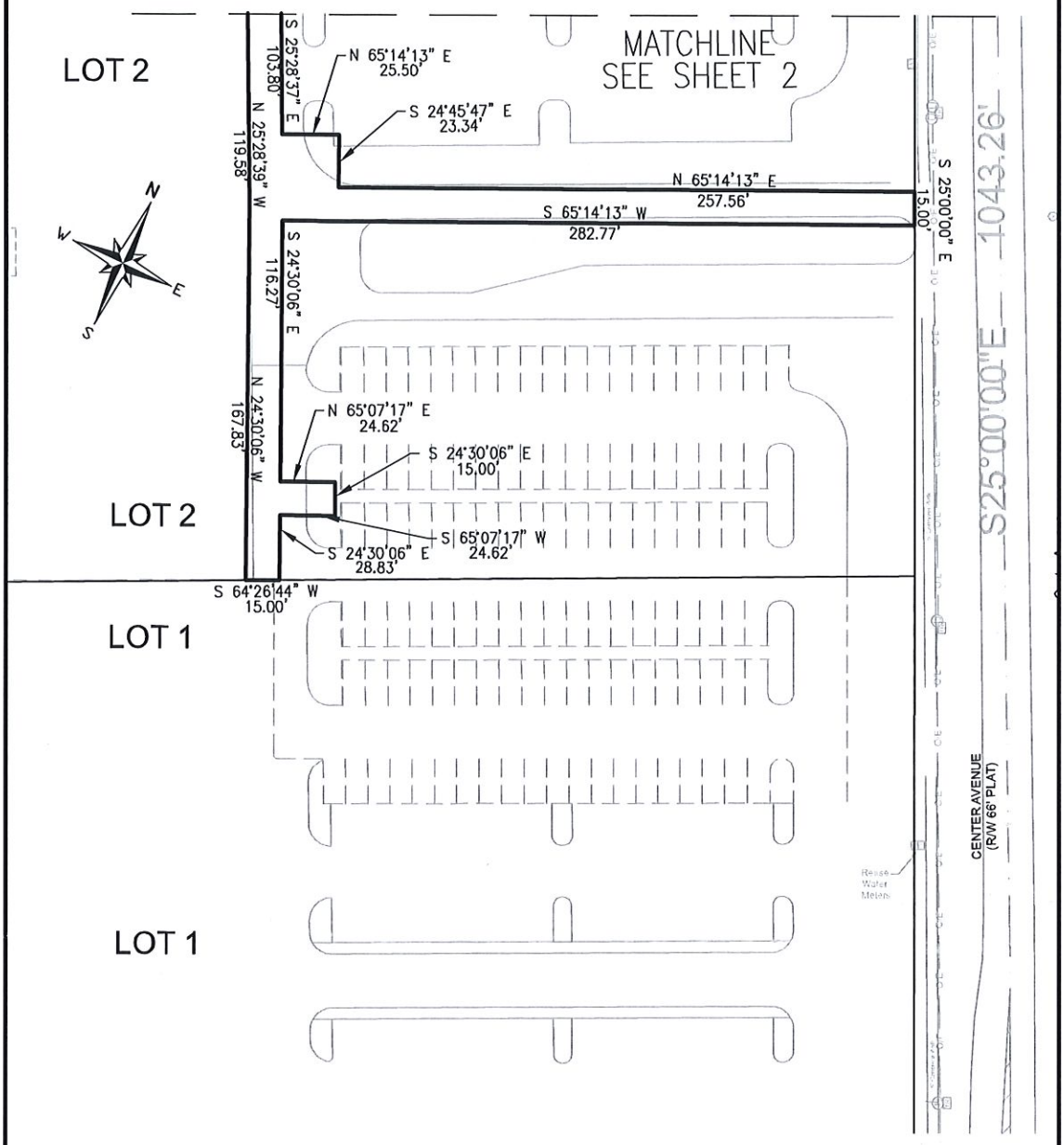
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JOB #19-0422 WL EASE
SCALE: 1"=40'
FIELD BOOK: 1413 PAGE: 05

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SHEET 3 OF 4

LEGEND

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LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE BASED ON THE WESTERLY RIGHT-OF-WAY LINE CENTER AVENUE, BEING N25°00'00"W.

4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

DESCRIPTION:

A PORTION OF LOT 2, FOUNTAINHEAD, AS PER MAP RECORDED IN MAP BOOK 58, PAGE 91, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 2, SAID FOUNTAINHEAD, SAID PUBLIC RECORDS, THENCE S64°29'19"W, ALONG THE NORTH LINE SAID LOT 2, A DISTANCE OF 492.09 FEET TO THE POINT OF BEGINNING; THENCE DEPART SAID NORTH LINE S25°47'30"E, A DISTANCE OF 341.76 FEET; THENCE N65°05'17"E, A DISTANCE OF 203.53 FEET; THENCE S25°28'37"E, A DISTANCE OF 103.80 FEET; THENCE N65°14'13"E, A DISTANCE OF 25.50 FEET; THENCE S24°45'47"E, A DISTANCE OF 23.34 FEET; THENCE N65°14'13"E, A DISTANCE OF 257.56 FEET TO THE WEST RIGHT OF WAY OF CENTER AVENUE A 66 FOOT RIGHT OF WAY PER SAID PLAT; THENCE ALONG SAID WEST RIGHT OF WAY S25°00'00"E, A DISTANCE OF 15.00 FEET; THENCE DEPART SAID WEST RIGHT OF WAY S65°14'13"W, A DISTANCE OF 282.77 FEET; THENCE S24°30'06"E, A DISTANCE OF 116.27 FEET; THENCE N65°07'17"E, A DISTANCE OF 24.62 FEET; THENCE S24°30'06"E, A DISTANCE OF 15.00 FEET; THENCE S65°07'17"W, A DISTANCE OF 24.62 FEET; THENCE S24°30'06"E, A DISTANCE OF 28.83 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE ALONG SAID SOUTH LINE S64°26'44"W, A DISTANCE OF 15.00 FEET; THENCE DEPART SAID SOUTH LINE N24°30'06"W, A DISTANCE OF 167.83 FEET; THENCE N25°28'39"W, A DISTANCE OF 119.58 FEET; THENCE S65°05'17"W, A DISTANCE OF 196.06 FEET; THENCE S64°49'59"W, A DISTANCE OF 204.35 FEET TO THE WEST LINE OF SAID LOT 2; THENCE ALONG SAID WEST LINE N25°26'27"W, A DISTANCE OF 15.00 FEET; THENCE DEPART SAID WEST LINE N64°49'59"E, A DISTANCE OF 196.87 FEET, THENCE N25°47'30"W, A DISTANCE OF 44.93 FEET; THENCE S64°26'54"W, A DISTANCE OF 49.76 FEET TO THE WEST LINE OF SAID LOT 2; THENCE ALONG SAID WEST LINE N25°26'27"W, A DISTANCE OF 15.00 FEET; THENCE DEPART SAID WEST LINE N64°26'54"E, A DISTANCE OF 49.66 FEET; THENCE N25°47'30"W, A DISTANCE OF 281.70 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE N64°29'19"E, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.4962 ACRES MORE OR LESS.

REFERENCE: FOUNTAIN HEAD WATER EASEMENT

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	FOUNTAIN HEAD DEVELOPERS	8-10-21	19-0422
DESCRIPTION	CITY OF HOLLY HILL, FLORIDA		

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: FOUNTAIN HEAD DEVELOPERS

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	8-10-21	19-0422	SR	MM	MM
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Michael S Murphy
Digitally signed by Michael S Murphy
Date: 2021.08.10 15:52:40 -04'00'

J.E. ZAPERT, P.L.S. NO. 4046
JEFF W. BARNES P.S.M. NO. 5576
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

Attachment: Fountianhead Bill of Sale for Utility Infrastructure (3570 : Utility Easement Dedication from Fountainhead to the City of Holly Hill)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **December 14, 2021**
FROM: **Joseph Forte**
SUBJECT: **Interlocal Agreement - Opioid Settlement Funds**
NUMBER: **(ID # 3567)**
APPLICANT:
PLANNER:

DISCUSSION:

A local, state and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics ("opioids") and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation. In April of 2021, a collaborative working group known as the Volusia County Opioid Task Force, hereinafter "Opioid Task Force", consisting of various knowledgeable staff of the local government entities assembled in response to the alarming increase in opioid related drug misuse and opioid-related deaths within the geographic boundaries of Volusia County.

The Opioid Task Force will continue to provide local governments with relevant information on the opioid national crises as well as information and analysis on the nature, extent, and problems in Volusia County and on opioid-related programs consistent with the State MOU.

As a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, hereinafter referred to as the "defendants", to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts.

Lawsuits filed by the MDL Cities and the County were consolidated with other lawsuits filed by state, tribal and local governmental entities into what is known as the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number I : 17-MD-2804.

The Attorney General for the State of Florida anticipates that Settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly to the MDL Cities and County, despite their position as party plaintiffs. The Attorney General has proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. This agreement (hereinafter referred to as the "State MOU"), as currently drafted, divides settlement funds into three portions designated as City County, Regional and State funds. It is anticipated that the State MOU will set forth the amount and manner of distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds, and the purposes for which Regional funds may be used. The approved uses in the State MOU for which Regional funds may be used are attached as Exhibit “A”.

Local control over Regional Settlement funds is in the best interest of all persons within the geographic boundaries of Volusia County and ensures that Settlement funds are available and used to address opioid-related impacts within Volusia County and are, therefore, committed to the County qualifying as a "Qualified County" and thereby receiving Regional funds pursuant to the State MOU.

Volusia County is currently providing or contracting to provide substance abuse, prevention, recovery, and/or treatment services to the citizens in Volusia County and currently has programs and policies for abatement of opioid and other substance abuse, prevention, recovery, or treatment services that may be enhanced or supplemented, including, but not limited to: carrying of Narcan by law enforcement officers, first responders, and corrections officers; pro-active support systems such as educational materials and services to reach at-risk individuals identified through historical opioid events and historical locations of events; as well as intervention for individuals suffering from opioid abuse in the criminal justice system;

The State MOU requires that in order for Volusia County to become a Qualified County eligible to receive Regional Funding, there must be an Interlocal Agreement among Volusia County and Municipalities, as defined in the MOU, with combined population exceeding 50% of the total population of the Municipalities within Volusia County, with the term "Municipalities" being defined for the purpose in this Agreement as those municipalities with a population of 10,000 or more as required by the State MOU; or with population less than 10,000 who were party plaintiffs; population for purposes of the MOU is determined by specific Census data.

This Interlocal provides for the appointment to the Opioid Abatement Funding Advisory Board, which shall review and make recommendations on Volusia County's abatement plan and funding considerations consistent with the abatement plan and State MOU.

The Volusia County Regional Funding will be used in accordance with the requirements of the State MOU, and guidelines set forth by a board established by the County Council (hereinafter referred to as the "Opioid Abatement Funding Advisory Board" or "Advisory Board"), which will include utilizing information, data, and projections provided by the Opioid Taskforce.

The Opioid Abatement Funding Advisory Board membership shall be comprised of one member from each municipality appointed for two-year terms.

FISCAL ANALYSIS:

No Fiscal Impact

STAFF RECOMMENDATION:

For the City Commission to Approve the attached Interlocal Agreement Governing use of Volusia County Regional Opioid Settlement Funds and authorize the City Manager to make one appointment to the Advisory Board.

COMMISSION GOAL:

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

MOTION:

TO APPROVE THE ATTACHED INTERLOCAL AGREEMENT GOVERNING USE OF VOLUSIA COUNTY REGIONAL OPIOID SETTLEMENT FUNDS AND AUTHORIZE THE CITY MANAGER TO MAKE ONE APPOINTMENT TO THE ADVISORY BOARD.

- Interlocal Agreement - opioid settlement 2021.12.09 FINAL (PDF)
- Exhibit A - Core Strategies + Approved Uses[1] (3) (PDF)

INTERLOCAL AGREEMENT GOVERNING USE OF VOLUSIA COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this _____day of_____ 2021, by and between Volusia County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the City of Daytona Beach, the City of Daytona Beach Shores, the City of DeBary, the City of DeLand, the City of Deltona, the City of Edgewater, the City of Holly Hill, the City of Lake Helen, the City of New Smyrna Beach, the City of Oak Hill; the City of Orange City; the City of Ormond Beach; the Town of Pierson; the Town of Ponce-Inlet; the City of Port Orange; and the City of South Daytona; hereinafter referred to as the "Cities."

WHEREAS, a local, state and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics ("opioids") and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation; and

WHEREAS, Volusia County and the municipalities therein are not immune from this nationwide crisis; an

WHEREAS, in April of 2021, a collaborative working group known as the Volusia County Opioid Task Force, hereinafter "Opioid Task Force", consisting of various knowledgeable staff of the local government entities assembled in response to the alarming increase in opioid related drug misuse and opioid-related deaths within the geographic boundaries of Volusia County; and

WHEREAS, the Opioid Task Force will continue to provide local governments with relevant information on the opioid national crises as well as information and analysis on the

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

nature, extent, and problems in Volusia County and on opioid-related programs consistent with the State MOU; and

WHEREAS, the crisis has caused and is causing an undue strain on local government finances to implement programing to combat the opioid epidemic, to mitigate the harmful effects of the opioid epidemic in the community, and to increase educational campaigns to counteract misinformation about the addictive nature and harmful effects of opioids; and

WHEREAS, the opioid crisis is as pronounced within Volusia County and within certain municipalities within Volusia County as it was throughout most of the harder hit areas in the state of Florida and in the United States and despite the resources expended on combatting the epidemic, the opioid epidemic continues to impact the local community; and

WHEREAS, as a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, hereinafter referred to as the "defendants", to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts; and

WHEREAS, four governmental entities in Volusia County deemed the opioid crisis significant enough to secure litigation counsel and individually elect to file suit against the defendants to wit: Deltona, Daytona Beach, Ormond Beach, and Daytona Beach Shores, (hereinafter referred to as the "MDL Cities") and the County; and

WHEREAS, the lawsuits filed by the MDL Cities and the County were consolidated with other lawsuits filed by state, tribal and local governmental entities into what is known as

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number I : 17-MD-2804; and

WHEREAS, as a result of this litigation, multiple defendants have begun to negotiate settlements; and

WHEREAS, the Attorney General for the State of Florida (hereinafter "Attorney General") anticipates that Settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly to the MDL Cities and County, despite their position as party plaintiffs; and

WHEREAS, the Attorney General has proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. This agreement (hereinafter referred to as the "State MOU"), as currently drafted, divides settlement funds into three portions designated as City County, Regional and State funds; and

WHEREAS, it is anticipated that the State MOU will set forth the amount and manner of distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds, and the purposes for which Regional funds may be used. The approved uses in the State MOU for which Regional funds may be used are attached as Exhibit A; and

WHEREAS, the parties recognize that local control over Regional Settlement funds is in the best interest of all persons within the geographic boundaries of Volusia County and ensures that Settlement funds are available and used to address opioid-related impacts within Volusia County and are, therefore, committed to the County qualifying as a "Qualified County" and thereby receiving Regional funds pursuant to the State MOU; and

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

WHEREAS, Volusia County is currently providing or contracting to provide substance abuse, prevention, recovery, and/or treatment services to the citizens in Volusia County; and

WHEREAS, Volusia County currently has programs and policies for abatement of opioid and other substance abuse, prevention, recovery, or treatment services that may be enhanced or supplemented, including, but not limited to: carrying of Narcan by law enforcement officers, first responders, and corrections officers; pro-active support systems such as educational materials and services to reach at-risk individuals identified through historical opioid events and historical locations of events; as well as intervention for individuals suffering from opioid abuse in the criminal justice system; and

WHEREAS, the State MOU requires that in order for Volusia County to become a Qualified County eligible to receive Regional Funding, there must be an interlocal agreement among Volusia County and Municipalities, as defined in the MOU, with combined population exceeding 50% of the total population of the Municipalities within Volusia County, with the term "Municipalities" being defined for the purpose in this Agreement as those municipalities with a population of 10,000 or more as required by the State MOU; or with population less than 10,000 who were party plaintiffs; population for purposes of the MOU is determined by specific Census data; and

WHEREAS, historically, government-funded programming geared toward abating the opioid crisis has been data driven based upon community impacts without regard to governmental jurisdictional boundaries; and

WHEREAS, this interlocal provides for the appointment to the Opioid Abatement Funding Advisory Board, which shall review and make recommendations on Volusia County's

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

abatement plan and funding considerations consistent with the abatement plan and State MOU; and

WHEREAS, the parties recognize that it is in the best interest of the County and the Cities to enter into this interlocal agreement to ensure Volusia County is a "Qualified County" to receive Regional Funding pursuant to the State MOU.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the patties agree as follows:

Section 1. DEFINITIONS

A. Unless otherwise defined herein, all defined terms in the State MOU are incorporated herein and shall have the same meanings as in the State MOU.

B. "Volusia County Regional Funding" shall mean the amount of the Regional Funding paid to Volusia County in its role as a Qualified County.

Section 2. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

A. Execution of this Agreement by the County and the governing bodies of the municipalities as required by the State MOU to enable Volusia County to become a Qualified County and directly receive Volusia County Regional Funding; and

B. Execution of all documents necessary to effectuate the State MOU in its final form; and

C. Volusia County being determined by the State of Florida to qualify as a "Qualified County" to receive Regional Funding under the State MOU; and

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

D. Filing of this Agreement with the Clerk of the Circuit Court for Volusia County as required by Florida Statutes, Section 163.01.

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM

The term of this Agreement and the obligations hereunder commences upon the satisfaction of all conditions precedent, runs concurrently with the State MOU, and will continue until one (l) year after the expenditure of all Volusia County Regional Funding, unless otherwise terminated in accordance with the provisions of the State MOU. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, audit, and indemnification will remain in effect after termination or expiration of this Agreement.

Section 5. BOARD

A. Volusia County Regional Funding will be used in accordance with the requirements of the State MOU, and guidelines set forth by a board established by this Interlocal Agreement (hereinafter referred to as the "Opioid Abatement Funding Advisory Board" or “Advisory Board”), which will include utilizing information, data, and projections provided by the Opioid Taskforce.

i. Opioid Abatement Funding Advisory Board membership shall be comprised of the following members, who should have experience with law enforcement, fire rescue, substance abuse treatment, or other relevant experience, appointed for two-year terms:

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

1. One member appointed by the City of Daytona Beach;
2. One member appointed by the City of Daytona Beach Shores;
3. One member appointed by the City of DeBary;
4. One member appointed by the City of DeLand;
5. One member appointed by the City of Deltona;
6. One member appointed by the City of Edgewater;
7. One member appointed by the City of Holly Hill;
8. One member appointed by the City of Lake Helen;
9. One member appointed by the City of New Smyrna Beach;
10. One member appointed by the City of Oak Hill;
11. One member appointed by the City of Orange City;
12. One member appointed by the City of Ormond Beach;
13. One member appointed by the Town of Pierson;
14. One member appointed by the Town of Ponce Inlet;
15. One member appointed by the City of Port Orange;
16. One member appointed by the City of South Daytona;
17. One member appointed by the Volusia County Council.

B. The Opioid Abatement Funding Advisory Board shall meet regularly and as often as needed to effectuate its responsibilities, but no less than semi-annually and on a schedule which allows the Opioid Task Force to provide the data compiled for and arising out of its semi-annual meeting to the Opioid Abatement Funding Advisory

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Board for review and consideration. A majority of the total membership of the Opioid Abatement Funding Advisory Board constitutes a quorum.

C. The Opioid Abatement Funding Advisory Board shall establish bylaws and an annual process which must include the following:

   a. A date certain each year by which the Opioid Abatement Funding Advisory Board must meet and review the data available from previous years, tending to evidence the local status of the opioid epidemic and the effect of abatement programming.

   b. A member of the Advisory Board shall abstain from voting on a proposal for funding a program or service provided by that member's local government.

   c. The Opioid Abatement Funding Advisory Board must review the programs and services of the beneficiaries of Volusia County Regional Funds to determine the outcome of such programs and services in order to hold beneficiaries accountable.

   d. The Opioid Abatement Funding Advisory Board must annually make recommendations on funding, programs, services, and location priorities for the upcoming year(s) ("Opioid Abatement Funding Advisory Board Priority List," "Priority List," or "Abatement Plan"). County Council shall have final approval of the Abatement Plan, or any amendments thereto.

D. The County shall perform competitive solicitations for programming and services based on the Opioid Abatement Funding Advisory Board Priority List in accordance

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with the procurement process in Chapter 2 of the Code of Ordinances, County of Volusia.

E. Volusia County Regional Funding may be used to enhance current programs or develop new programs consistent with the State MOU. Regional funding is not intended to supplant current funding sources and general funds, and staff will continue to seek funding for opioid related abatement at the levels opioid abatement programs were funded as of the effective date of this agreement.

F. Final Review recommendations will be approved by the Opioid Abatement Funding Advisory Board, who shall present recommendations to the County Council for approval. The County Council shall approve Opioid Abatement Funding Advisory Board recommendations by a majority vote of the members present unless the County Council rejects such recommendations by a majority vote of the County Council members present. In the event of such rejection, the County Council shall determine and approve by a majority vote of the members present the expenditure of the Regional Funds in accordance with the State MOU.

G. The Opioid Abatement Funding Advisory Board shall recommend and the County Council shall use its best efforts to fund services and programs that are available to all residents of Volusia County and shall strive to allocate funding and services in a manner that equally benefits all residents of Volusia County.

Section 6. ADMINISTRATIVE COSTS

The County is responsible for administering the "Regional Funds" remitted pursuant to the State MOU and, therefore County staff will support the Opioid Abatement Funding

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Advisory Board and shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting required by the State MOU and is entitled to the maximum allowable administrative fee pursuant to the State MOU. The administrative fee will be deducted annually from the amount of available Volusia County Regional Funds, and the remaining Volusia County Regional Funds will be spent as provided in the State MOU and as provided herein.

Section 7. LOCAL GOVERNMENT REPORTING REQUIREMENTS

To the extent that local governmental entity receives Volusia County Regional Funds directly from the County, any local governmental entity so receiving funds must spend such funds for Approved Purposes and must timely satisfy all reporting requirements of the MOU. Failure to comply with this provision may disqualify the local governmental entity from further direct receipt of Volusia County Regional Funds.

Section 8. NON-APPROPRIATION

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer or employee creates any obligation to appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed. The obligations of the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from Volusia County Regional Funds annually which are designated for regional use pursuant to the terms of the State MOU. No liability shall be incurred by the County beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by the County for any or all of this Agreement for a new fiscal period, the

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

County is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. The County agrees to promptly notify the Cities in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the current fiscal year without penalty to the County and all undistributed funds will be spent for programs previously proposed by the Opioid Abatement Funding Advisory Board and adopted by the County Council.

Section 9. INDEMNIFICATION

Each City and the County shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statues. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of F S. § 768.28, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties for any matter arising out of this Agreement.

Section 10. SEVERABILITY

If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 11 AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

Section 12. FILING OF AGREEMENT

This Agreement shall be filed with the Clerk of the Circuit court as provided in Section

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

163.01(11), Florida Statutes.

Section 13. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof, as of the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

_____

BY:_____

George Recktenwald
County Manager

Jeffrey S. Brower
County Chair

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

CITY OF DAYTONA BEACH, a Florida municipal corporation

_____

BY:_____
Derrick Henry
Mayor

___ -

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

CITY OF DAYTONA BEACH SHORES, a Florida municipal corporation

_____

BY:_____
Nancy Miller
Mayor

___ -

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

CITY OF DEBARY, a Florida municipal corporation

_____

BY:_____

Karen Chasez
Mayor

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

CITY OF DELAND, a Florida municipal corporation

_____

BY:_____

Robert F. Apgar
Mayor

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

CITY OF DELTONA, a Florida municipal corporation

_____

BY:_____

Heidi K. Herzberg
Mayor

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

CITY OF EDGEWATER, a Florida municipal corporation

_____

BY:_____

Michael Thomas
Mayor

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

CITY OF HOLLY HILL, a Florida municipal corporation

_____

BY:_____

Chris Via
Mayor

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

CITY OF LAKE HELEN, a Florida municipal corporation

_____

BY:_____

Cameron Lane
Mayor

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

CITY OF NEW SMYRNA BEACH, a Florida municipal corporation

_____

BY:_____

Russ Owen
Mayor

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

CITY OF OAK HILL, a Florida municipal corporation

_____

BY:_____

Douglas A. Gibson
Mayor

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

CITY OF ORANGE CITY, a Florida municipal corporation

_____

BY:_____

Gary Blair
Mayor

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

CITY OF ORMOND BEACH, a Florida municipal corporation

_____

BY:_____

Bill Partington
Mayor

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

TOWN OF PIERSON, a Florida municipal corporation

_____

BY:_____

Samuel G.S. Bennet
Mayor

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

TOWN OF PONCE INLET, a Florida municipal corporation

_____

BY:_____

Gary Smith
Mayor

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

CITY OF PORT ORGANGE, a Florida municipal corporation

_____

BY:_____

Donald O. Burnette
Mayor

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

ATTEST:

CITY OF SOUTH DAYTONA, a Florida municipal corporation

_____

BY:_____

William C. Hall
Mayor

DATE: _____

Attachment: Interlocal Agreement - opioid settlement 2021.12.09 FINAL (3567 : Interlocal Agreement - Opioid Settlement Funds)

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (3567 : Interlocal Agreement - Opioid Settlement Funds)

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (3567 : Interlocal Agreement - Opioid Settlement Funds)

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (3567 : Interlocal Agreement - Opioid Settlement Funds)

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (3567 : Interlocal Agreement - Opioid Settlement Funds)

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (3567 : Interlocal Agreement - Opioid Settlement Funds)

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (3567 : Interlocal Agreement - Opioid Settlement Funds)

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (3567 : Interlocal Agreement - Opioid Settlement Funds)

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (3567 : Interlocal Agreement - Opioid Settlement Funds)

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (3567 : Interlocal Agreement - Opioid Settlement Funds)

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (3567 : Interlocal Agreement - Opioid Settlement Funds)

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Attachment: Exhibit A - Core Strategies + Approved Uses[1] (3) (3567 : Interlocal Agreement - Opioid Settlement Funds)

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 12/14/21 06:00 PM
Department: Police
Category: Consent Agenda
Prepared By: Lisa O'Neal
Initiator: Jeff Miller
Sponsors:
DOC ID: 3566

CONSENT AGENDA (ID # 3566)

Edward Byrne Memorial Justice Assistance Grant Program (JAG) 2022 JAG – Hand Held Radar Data Systems 2022-JAGD-Volu-3-4B-047

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 - Program (JAGD) for a total amount of $2845.00 towards the purchase of two (2) Stalker Handheld Traffic Radar units.

These funds will be utilized to purchase two (2) Traffic Radar units 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) Traffic Radar Data Systems is $2845.00. The acceptance of the Edward Byrne memorial Justice Assistance Grant Program (JAGD) for $2845.00 will leave the city without a fiscal obligation.

STAFF RECOMMENDATION:

Approval and acceptance of the Edward Byrne Memorial Justice Assistance Grant - Program (JAGD) of $2845.00, for the purchase of two (2) Stalker Handheld Traffic Radar Units. (Contract #2022-JAGD-VOLU-3-4B-047).

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 GRANT PROGRAM FOR THE PURCHASE OF TWO (2) STALKER HANDHELD TRAFFIC RADAR UNITS AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of Holly Hill

Subgrant Number: 2022-JAGD-VOLU-3-4B-047

Project Title: HANDHELD RADAR UNITS

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

City of Holly Hill
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

_____
Signature Date

_____
Printed Name and Title

Holly Hill Police Department
Authorizing Official (Official, Administrator, or Designated Representative)

_____
Signature Date

_____
Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

_____
Signature Date

Cody Menacof, Bureau Chief
Printed Name and Title

Attachment: 2022-JAGD-VOLU-3-4B-047 SIGNATURE PAGES (3566 : JAG 2022 Application for Funding Assistance for Handheld Radar Units)

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: City of Holly Hill

Subgrant Number: 2022-JAGD-VOLU-3-4B-047

Project Title: HANDHELD RADAR UNITS

Pass-through Entity: Florida Department of Law Enforcement

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

Ref# S49797: During application review, it was noted the Subrecipient's SAM.gov registration will be expiring within the next 60 days. In order to prevent delays in payment, the Subrecipient should renew their registration in SAM.gov prior to 12/07/2021.

Ref# S49941: 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.

Attachment: 2022-JAGD-VOLU-3-4B-047 SIGNATURE PAGES (3566 : JAG 2022 Application for Funding Assistance for Handheld Radar Units)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: City of Holly Hill
County: Volusia

Chief Official

Name: Christopher Via
Title: Mayor
Address: 1065 Ridgewood Avenue
City: Holly Hill
State: FL **Zip:** 32117-2807
Phone: 386-248-9441 **Ext:**
Fax:
Email: cvia@hollyhillfl.org

Chief Financial Officer

Name: Stella Gurnee
Title: Finance Director
Address: 1065 Ridgewood Ave
City: Holly Hill
State: FL **Zip:** 32117-2807
Phone: 386-248-9426 **Ext:**
Fax: 386-248-9458
Email: sgurnee@hollyhillfl.org

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Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: Holly Hill Police Department
County: Volusia

Chief Official

Name: Jeff Miller
Title: Chief of Police
Address: 1065 Ridgewood Avenue
City: Holly Hill
State: FL **Zip:** 32117-2807
Phone: 386-248-9488 **Ext:**
Fax: 386-248-9480
Email: jmiller@hollyhillfl.org

Project Director

Name: Jeff Miller
Title: Chief of Police
Address: 1065 Ridgewood Avenue
City: Holly Hill
State: FL **Zip:** 32117-2807
Phone: 386-248-9488 **Ext:**
Fax: 386-248-9480
Email: jmiller@hollyhillfl.org

Attachment: 2022-JAGD-VOLU-3-4B-047 (3566 : JAG 2022 Application for Funding Assistance for Handheld Radar Units)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: HANDHELD RADAR UNITS
Subgrant Recipient: City of Holly Hill
Implementing Agency: Holly Hill Police Department
Project Start Date: 10/1/2021 **End Date:** 9/30/2022

Problem Identification

The City of Holly Hill hosts (3) three major arterial roadways - Nova Road, LPGA Boulevard, and Ridgewood Avenue - which link the larger neighboring municipalities of Daytona Beach and Ormond Beach. Traffic studies have demonstrated that tens of thousands of motorists transit the City of Holly Hill daily, primarily along the busy commercial corridors of Ridgewood Avenue and (US Highway 1) and Nova Road (State Road 5A).

According to a statistic provided by the National Highway Transportation and Safety Administration (2019), "...there were 37,133 traffic fatalities in 2017. Among them, 9,717 (26%) were in crashes where at least one driver was speeding." In another study provided by NHTSA (2017), driving too fast for conditions or in excess of posted limit or racing led the chart as the number one factor involving fatal crashes at 8,856 deaths or 16.9%.

Furthermore, the Florida Department of Transportation 2019 FY2019 Highway Safety Matrix ranked the City of Holly Hill 19 out of 118 similar cities in Florida for traffic crashes resulting from excessive speed and/or aggressive driving during the 2012-2016 reporting period.

The one complaint received from citizens is aggressive driving and speeding within city limits. The Holly Hill Police Department (HHPD) has 3 radar units and 1 laser. This equipment is extremely weathered and constantly have to be repaired; thereby, limiting the effectiveness of the HHPD to enforce speed limits for public safety reasons.

Currently, the City of Holly Hill doesn't have sufficient funds budgeted to address this serious public safety concern. Grant proceeds will allow the purchase of 2 handheld radar units.

Project Summary (Scope of Work)

Upon funding, The HHPD will use grant funds to purchase two portable handheld radar units (HRU).

These HRU's will allow officers to conduct speed enforcement details throughout the city of Holly Hill and in doing so, reduce aggressive driving, reduce traffic crashes related to speeding, and crate a safer commute for the motoring public.

First Quarter - Collect Bids
Second Quarter - Process Purchase Order
Third Quarter - Order Equipment
Fourth Quarter - Utilize HRU's

Attachment: 2022-JAGD-VOLU-3-4B-047 (3566 : JAG 2022 Application for Funding Assistance for Handheld Radar Units)

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

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

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

All activities discussed in the scope of work or project deliverables are for the equipment to be purchased for this project.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

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Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 0

Question: What is the combined population of the jurisdiction(s) our agency provides services to (according to the 2010 census)?

Answer: 11659

Question: What is the address of the location being used to provide services for this project?

Answer: 1065 Ridgewood Avenue
Holly Hill, Florida 32117

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's proceeding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executes in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

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Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

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Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: An overtime detail grant ($40,000) was received by the FDOT to pay officers to conduct speed enforcement details.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of the above

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Community Meetings - Monthly

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: Volunteer Program, Police Cadet Program, K-12 School Programs.

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have

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Section 3: Performance

multiple goals, describe each goal separately.

Goal: Reduce the amount of traffic crashes city wide by utilizing the handheld radar units.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: None known at this time.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: To purchase new handheld radar units.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for recipients funding Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 01

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

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Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000337

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00
Expenses	$2,845.00	$0.00	$2,845.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$2,845.00**	**$0.00**	**$2,845.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI)? No

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Section 4: Financial (cont.)

Budget Narrative:

Expenses:

(2) Stalker Handheld Radar Units @ $1,380.25 each

Shipping @ $84.50

Expense Total: $2,845.00

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

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

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

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

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

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Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, does this application create a new position that results in a net personnel increase?

Answer: No

Question: If the budget contains salaries and benefits and does not result in a new position, describe how the existing position was previously funded.

Answer: N/A

Question: If Expenses or Operating Capital Outlay, are you procuring via inter-governmental agreement (e.g. state term contract, government contract, etc.)? If yes, identify the agency and agreement number.

Answer: No

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: $5,000

Question: Will any procurements be made via sole source (see 2 C.F.R. 200.320(f))? If yes and the aggregate dollar amount is $10,000 or more, include a Sole Source Justification Approval Form.

Answer: No

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

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OFFICE OF CRIMINAL JUSTICE GRANTS
SUBAWARD 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 grant 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 2020 Project Safe Neighborhoods grants 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 subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Subawards
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 subrecipient 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 subrecipients 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://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf and
http://dos.myflorida.com/media/698314/gs2-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

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For NCHIP and NARIP:
FY2020 National Criminal History Improvement Program (NCHIP) guidance
(https://www.bjs.gov/index.cfm?ty=tp&tid=47) (https://www.bjs.gov/content/pub/pdf/nchip20_sol.pdf)

FY2020 NICS Act Record Improvement Program (NARIP) guidance
(https://www.bjs.gov/content/pub/pdf/narip20_sol.pdf)

DEFINITIONS

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 grant programs. FDLE has been assigned as the certified Fiscal Agent for PSN grants.

Grant 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.

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 subaward (regardless of the period of performance of the subawards 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 subaward 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 a subaward to a subrecipient 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).

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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 subrecipient for the subrecipient 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.

Subrecipient means a non-Federal entity that receives a subaward 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. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

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 subrecipients 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, the subrecipient 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, the subrecipient 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 subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project

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past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient 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 law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient 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 subrecipient 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 subaward 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.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any 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 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 grant or cooperative agreement, subgrant, 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 subrecipient 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.

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10.0 The Coastal Barrier Resources Act - The subrecipient 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 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 subrecipient 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 subrecipient or implementing agency 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 subrecipient 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 subrecipient 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 subrecipient 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 subrecipient 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 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 grant-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to

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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 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) - A subrecipient and/or implementing agency must submit an EEO Certification annually within 120 days of award.

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

Subrecipients 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 subrecipient operates an education program or activity, the subrecipient 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 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients 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) - Subrecipients 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 - Subrecipients 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, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients 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 subrecipient of funds, the subrecipient 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 subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, 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.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

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12.0 Non-discrimination Contract Requirements -Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients 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 subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

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.

Subrecipients 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 grant funds; and 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 used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted 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: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

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Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., 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 subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then 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 subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, 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. Adjustments 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.

Subrecipients 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.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved subaward will only be considered under extenuating circumstances. Subrecipients 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 all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

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.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

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7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project 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).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objectives for which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient 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, subrecipients 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 subrecipient, implementing agency 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 subrecipient, implementing agency, 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 subrecipient or its contractor in conjunction with this agreement.

The subrecipient 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 grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant 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 grant 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 subrecipient 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, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage

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and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient 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 subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient 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 subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient 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 subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-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 subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient 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 subrecipient'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 subrecipient 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 subrecipient 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 - Subrecipients that expend $750,000 or more in a year in federal awards 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 subrecipient 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.

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Subrecipients 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 subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Subrecipients 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 subaward.

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 subrecipient 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 subrecipient 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 subaward 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 subrecipient 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 subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds $250,000, the subrecipient 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 subrecipient 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 - Subrecipients may use grant 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. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient'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

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include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant 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 subrecipient 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 Subrecipients - The subrecipient 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 subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward 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 subrecipient 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 subrecipient 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 - Subrecipients that enter into subawards of $25,000 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 subrecipient's written travel policy. If the subrecipient 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 - Subgrant 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. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials – Any training or training materials that has been developed or delivered with grant 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).

Subrecipients 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.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-

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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 - Subrecipients 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)).

Subrecipients 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 subrecipient 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 subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient 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 subrecipient 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 subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant 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 grant funds. In addition, the subrecipient 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 subrecipient'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 subrecipient 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.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP

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equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

15.0 **Interoperable Communications Guidance** - Subrecipients 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.

Subrecipients 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 subrecipient 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 subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

14.0 **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 grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Grantee 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.

15.0 **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, subrecipients are prohibited from obligating or expending grant 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).

16.0 **Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the 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).

i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – 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.

ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

iii. 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), grant 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.

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iv. 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.

17.0 Non-Disclosure Agreements - No subrecipient 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.

18.0 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 grant application. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

19.0 For JAG: Task Force Training Requirement - The subrecipient 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 three ways:

1) Regional Information Sharing Systems (RISS) members may access the training through the secure RISS portal. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_RISS.pdf.
2) Members with a secure account through the Federal Bureau of Investigation's (FBI) Law Enforcement Enterprise Portal (LEEP) may log in to LEEP to access the training. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_LEEP.pdf.
3) If your agency was previously provided with a preauthorization code, you may register for the training using that code by selecting the "LOG IN or SIGN UP" menu button located on the top left side of the home page. Enter your email address and password, then select "Preauthorization Registration."

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 subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods at Home page - 28 CFR Part 23 Online Training (ncirc.gov).

20.0 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.

21.0 For PREA: PREA Audits - Subrecipients 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 VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient 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 subrecipient 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 subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs

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to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, 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 subrecipient 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 subrecipient 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 subrecipient 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 subrecipient 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. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the subaward.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant 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 subrecipient 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 - Subrecipient understands and agrees that it cannot use any federal 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 OJP.

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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 subrecipient 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 subaward 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/sl001062.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 subawards in excess of $100,000, the subrecipient 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 subrecipient 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 subrecipient 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 subrecipient 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 grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient 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 subrecipient 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).

i. 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.

ii. The subrecipient 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).

iii. As part of the recordkeeping requirements of this subaward, the subrecipient 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.

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iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.

vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.

vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The 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 subrecipient 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 subrecipient:

a) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;

b) 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.

c) 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.

17.0 For RSAT: State Alcohol and Drug Abuse Agency - The subrecipient 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.

18.0 For RSAT: Drug Testing - The subrecipient 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.

19.0 For RSAT: Opioid Abuse and Reduction - The subrecipient 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.

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20.0 For RSAT: Data Collection - The subrecipient agrees that grant 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 grant funds.

21.0 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.

22.0 For PSN: Media-related Outreach - The subrecipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

23.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, subrecipient 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.

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: December 14, 2021
FROM: Joseph Forte
SUBJECT: A Resolution of the City of Holly Hill, Florida, Approving the Echo Grants in Aid Agreement and Authorizing the City Manager to Execute the Agreement; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-109
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill and the Community Redevelopment Agency in partnership with Martens Charities is developing Pictona, Phase 2. The project is projected to cost nearly $6,000,000.00 of which the CRA is contributing $1,000,000.00 dollars. The Martens, Steve Juengst and Joe Forte work on submitting a $2,500,000.000 Exceptional Grant through Volusia ECHO for the Development of Pictona, Phase 2.

On December 2, 2021, the ECHO Committee made a recommendation to be presented to the Volusia County Council to fund the City's application request. The City of Holly Hill must enter into an Agreement with Volusia County by signing the County of Volusia ECHO Grants-in-Aid Agreement. Martens Charities will contribute up to $2,500,000.00 for the project. At its conclusion, the entire project will be an asset of the City of Holly Hill.

FISCAL ANALYSIS:

The City Commission approved a budget amendment on November 23, 2021 recognizing the Martens Charity contribution to the city in the amount of $1,500,000.00 to be combined with the CRA's $1,000,000.00 to make up the match to the Volusia ECHO Grants-in-Aid. The balance of the project cost will be funded directly by Martens Charity.

STAFF RECOMMENDATION:

That the City Commission of the City of Holly Hill approve the County of Volusia ECHO Grants-in-Aid Agreement and authorize the City Manager to execute the County of Volusia ECHO Grants-in-Aid Agreement.

COMMISSION GOAL:

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure

improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE THE COUNTY OF VOLUSIA ECHO GRANTS-IN-AID AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE COUNTY OF VOLUSIA ECHO GRANTS-IN-AID AGREEMENT.

ATTACHMENTS:

- 21-03 Holly Hill Agreement(PDF)

Resolution No. 2021-109

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE ECHO GRANTS IN AID AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE ECHO GRANTS IN AID AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill applied for a $2,500,000.00 Exceptional Grant through Volusia ECHO for the development of Pictona, Phase2; and

WHEREAS, On December 2, 2021, the ECHO Committee made a recommendation to be presented to the Volusia County Council to fund the City's application request; and

WHEREAS, The City of Holly Hill must enter into an Agreement with Volusia County by signing the County of Volusia ECHO Grants-in-Aid Agreement; and

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 hereby approves the County of Volusia ECHO Grants-in-Aid Agreement.

SECTION 2. The City Manager is hereby authorized to execute the County of Volusia ECHO Grants-in-Aid Agreement.

SECTION 3. 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 4. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 5 That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of DECEMBER, 2021.

Chris Via, Mayor 12/14/2021

Valerie Manning, City Clerk,CMC 12/14/2021

County of Volusia ECHO Grants-in-Aid Agreement

WHEREAS, the voters of Volusia County overwhelmingly approved the Volusia ECHO ballot initiative, as outlined in Resolution 2020-79, and affirmed their desire to have a long-term development program that funds projects that enhance the quality of life in Volusia County by ensuring the availability of environmental, cultural, historical and outdoor recreational opportunities, and

WHEREAS, Resolution 2020-79 sets forth objectives, criteria, and procedures for implementation of the Volusia ECHO Program, and

WHEREAS, the County of Volusia Resource Stewardship Division has budgeted funds for eligible ECHO projects, and

WHEREAS, the County of Volusia has determined that Project No. 21-03 , a project of the City of Holly Hill, is eligible for Volusia ECHO funding.

AGREEMENT

The County of Volusia, 123 West Indiana Avenue, DeLand, Florida (hereinafter referred to as the "County"), and the City of Holly Hill. in the County of Volusia (hereinafter referred to as "Grantee"), agree as follows:

1. Within the 2020-2021 grant cycle, the County of Volusia shall designate funds not to exceed $2,500,000.00, to be held for the Grantee, for the performance of items approved for funding which are described and attached hereto as "Exhibit A", (Grantee's application), and any other requirement made a part of this agreement.
2. The funds will be made available to the Grantee on a 1:1 match basis as detailed in "Exhibit A" and expenditures reimbursed on a quarterly basis, unless otherwise agreed upon by the County, only if the Grantee has maintained all grant requirements and upon Grantee providing:
    a. A Quarterly Project Report and a Reimbursement Request Form with backup documentation (Volusia ECHO Program Guide) – explaining encumbrances and expenditures and project status report).
    b. Not for Profit Organizations shall provide Release of Liens.
3. Ten (10) percent of the grant funds will be withheld until the total project and final reports are completed as described in the Volusia ECHO Program Guide.
4. It is understood between the parties that the amount of funds designated in paragraph one (1), above, is the maximum amount the County will provide and the County shall only pay eligible expended costs, as they are concurrently matched 1:1 by the applicant, unless otherwise approved by the County.
5. The expiration date of this grant will be exactly 730 days after the execution of this agreement unless the County grants an extension as provided for in the Volusia ECHO Program Guide. The ECHO funds and all cash match must be encumbered within the initial 365 days following the execution of this grant agreement but final payments for services and completion of the project construction may be extended up to another 365-

Attachment: 21-03 Holly Hill Agreement (2021-R-109 : Approval of the Volusia ECHO Grants-In-Aid Agreement)

day period. Extensions beyond the 730-day period may restrict the Grantee or any other organization from applying for additional ECHO grants for this project or phase of this project until this current grant agreement is concluded. To be considered for an extension, a written request must be sent to the Resource Stewardship ECHO Program Coordinator prior to sixty days of the grant agreement expiration date and must state the reasons for the request and provide a new completion date. The County will notify the Grantee in writing within thirty (30) days of receipt of the request for extension approving or denying said request.

6. The Grantee agrees to conduct the project according to the plans and specifications provided in "Exhibit A." All major deviations and/or major changes to the scope or venue must receive prior written approval of the County Council and may result in the revocation of this grant. Minor changes may be approved through the ECHO Program Coordinator. Such approval shall not be unreasonably withheld.
7. Understand that this is an annual grant of money only and that this agreement does not obligate the County to provide additional funds for the project or to be responsible for the completion of the project or the operation and maintenance of the project before or after the project is completed.
8. Grantee fully understands its obligation to maintain the facility in clean working order and maintain and/or replace equipment, furnishings, and items described in the grant and/or purchased as part of this grant project for the public use as described in the application. This project shall remain open and in operation as set forth in "Exhibit A" for a period of 20 years.
9. The Grantee fully understands that there will be no reimbursement for obligations or expenditures made prior to the execution of this agreement or after the agreement has ended unless the project is a Historic Reimbursement Grant.
10. The Grantee shall provide all additional monies necessary to complete the project according to "Exhibit A" which shall include competent evidence, prior to the signing of the agreement, of its ability to complete the project. The Grantee shall have all matching funds on deposit in its account or valid contracts for grants from other entities prior to proceeding with the ECHO project. Grantee shall furnish the County with evidence of the matching funds in order to receive a Notice To Proceed. Grantee shall not encumber any ECHO project funds without a Notice to Proceed.
11. To the extent allowed by law, the Grantee agrees to hold the County harmless from any and all claims, liabilities, rights, and obligations arising out of the development and operation of this project as described in "Exhibit A".
12. Signage showing the County of Volusia involvement is required:
    a. Within 90 days of award, one (1) 32 sq. ft. exterior sign shall be placed in a prominent public location. See the Volusia ECHO Program Guide for design and wording.
    b. Upon completion of the project, one (1) permanent 8 sq. ft. sign shall be placed on site in a prominent public location. See the Volusia ECHO Program Guide for design and wording.

    Note: Alternative signage and/or appropriate material may be considered when the need or reasonableness for the alternative sign is proven. A written request with a drawing to scale of the proposed changes must be sent to the ECHO Program

Attachment: 21-03 Holly Hill Agreement (2021-R-109 : Approval of the Volusia ECHO Grants-In-Aid Agreement)

Coordinator for approval. The ECHO Program Coordinator will respond in writing within 14 days after receipt of the Grantee's written request.

13. The Grantee shall provide a program report annually over the agreement period in a format directed by the County.
14. The Grantee agrees to be bound to special conditions to the grant attached hereto and made a part of this agreement, the Restrictive Covenants.
15. The Grantee agrees to provide a payment and performance bond, naming the County of Volusia as co-obligee, for all contracted work prior to expenditure of ECHO funds. All work performed prior to receiving proof of the bond may be determined by the County as ineligible for reimbursement.
16. The Grantee agrees to be responsible for and comply with all local, State and Federals permits and laws.
17. The Grantee agrees that failure to comply with this agreement, and all attached documents which are part of this agreement, may result in the Grantee repaying the grant funds, in part or whole, to the County. In addition, the Grantee agrees that failure to comply with all requirements may result in its being denied future grant funds for other projects under the ECHO grant program.
18. Trails and projects on public lands not owned by the applicant: In lieu of the Restrictive Covenants and unrestricted ownership, for trails projects that are part of the County's Trails Master Plan approved by the County Council or projects on State and Federal lands, the public right of continuing access and undisturbed use shall be provided by a Use Permit, Land Management Agreement or Project Management Agreement to which the applicant is party. If the Agreement is dissolved prior to the end of the time period stated in the Agreement that is included as part of the ECHO Grant Agreement or project is deconstructed or no longer available for public use for the time period required, the grantee shall repay the County in the manner set forth in the Restrictive Covenants.

By their hands and seals, the duly authorized officers or representatives of these respective parties execute this document this _____ day of _____, 20___.

WITNESSES

_____
Witness

_____
Witness

COUNTY COUNCIL

COUNTY OF VOLUSIA, FLORIDA

_____
County Chair – Jeffrey S. Brower

_____
Attest County Manager – George Recktenwald

Attachment: 21-03 Holly Hill Agreement (2021-R-109 : Approval of the Volusia ECHO Grants-In-Aid Agreement)

GRANTEE SIGNATURES

WITNESSES (2):

Signature Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

GRANTEE:

Name of Organization

Signature Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this ___ day of _____, 202_, by _____, as _____ who is [____] personally known to me, or [____] who has produced a _____driver's license as identification.

_____
Print Name:_____
Notary Public, State of Florida
Commission No.:_____
My Commission Expires:_____

Attachment: 21-03 Holly Hill Agreement (2021-R-109 : Approval of the Volusia ECHO Grants-In-Aid Agreement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **December 14, 2021**
FROM: **Stella Gurnee**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Open Encumbrances and Project Carry Over Funds from the Fiscal Year 2020-2021 to the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-110**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill issued Purchase Orders and Projects prior to the commencement of Fiscal year 2022 on October 1, 2021 which were incomplete at that time.

This Resolution will carryover budget funds into the new fiscal year to fund the Purchases and Projects that began in the prior fiscal year but were incomplete on September 30, 2021.

FISCAL ANALYSIS:

There are sufficient funds for this request. All fund balances reserve requirements are at the appropriate level.

STAFF RECOMMENDATION:

Approve Resolution as submitted by staff.

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.

MOTION:

APPROVE AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2020-2021 TO THE FISCAL YEAR 2021-

2022 BUDGET; SETTING FORTH REVENUES.

ATTACHMENTS:

- Carryover revenues FY21 to 22 (PDF)
- FY2021 Carryover Expense Detail (PDF)
- EXHIBIT A - FY21 to FY22 CARRYOVER BUDGET RESOLUTION (PDF)

Resolution No. 2021-110

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2020-2021 TO THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2020-2021 TO THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has certain Purchase Orders issued encumbering funds and projects initiated prior to the fiscal year commencing October 1, 2021, which remain incomplete and will carryover from fiscal year 2020-2021 into the ensuing fiscal year; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The project carryover funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit A. attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2019-2020 budget.

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. The Budget item adopted in the preceding

section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of DECEMBER, 2021.

Chris Via, Mayor 12/14/2021

Valerie Manning, City Clerk,CMC 12/14/2021

FY2021 Carryover Revenue Budgets to FY2022

GL Account	FY2020 Balance	Description
001-0000-334.49-50	75,000	FDOT JPA
001-0000-389.10-00	776,009	Prior Year Carryover
Fund 001 Total	**851,009**	
002-0000-389.10-00	289,000	Prior Year Carryover
Fund 002 Total	**289,000**	
004-0000-389.10-00	2,000	Prior Year Carryover
Fund 004 Total	**2,000**	
130-0000-389.10-00	4,284,207	Prior Year Carryover
Fund 130 Total	**4,284,207**	
135-0000-389.10-00	1,060,539	FOUNTAIN HEAD INCENTIVES
Fund 135 Total	**1,060,539**	
139-0000-389.10-00	297,770	Prior Year Carryover
Fund 139 Total	**297,770**	
301-0000-331.52-00	597,327	FEMA
301-0000-334.52-00	33,185	FEMA STATE PORTION
301-0000-389.10-00	1,015,979	Prior Year Carryover
Fund 301 Total	**1,646,491**	
400-0000-389.10-00	307,951	Prior Year Carryover
Fund 400 Total	**307,951**	
407-0000-331.50-10	72,056	CDBG
407-0000-389.10-00	1,467,964	Prior Year Carryover
Fund 407 Total	**1,540,020**	
460-0000-389.10-00	12,347	Prior Year Carryover
Fund 460 Total	**12,347**	
461-0000-389.10-00	797,270	Prior Year Carryover
Fund 461 Total	**797,270**	
495-0000-389.10-00	68,668	Prior Year Carryover
Fund 495 Total	**68,668**	
Total	**11,157,272**	

Attachment: Carryover revenues FY21 to 22 (2021-R-110 : Budget Resolution Carry Over Funds from FY20-21 to FY21-22)

City of Holly Hill

Carryover Expense Budget

Fiscal Year ending 9/30/2021 into Fiscal Year 2022

Fund	Department #	Function	Object	object 2		Fund Description	Function Description	Department Description	Expense Description	Budget	Actual Amount	Balance	Carryover	Notes	Notes(cont.)
001	1101	511	82	00		GENERAL FUND	LEGISLATIVE	LEGISLATIVE/COMMISSION	GRANTS & AID	40,000.00	25,000.00	15,000.00	15,000.00	Grants	
001	1301	513	32	00		GENERAL FUND	FINANCE & ADMIN	FINANCE/ACCOUNTING	ACCOUNTING & AUDITING	5,150.00	-	5,150.00	5,150.00	Foster & Foster PO210157 OPEB Study	
001	1301	513	34	00		GENERAL FUND	FINANCE & ADMIN	FINANCE/ACCOUNTING	OTHER SERVICES	8,500.00	-	8,500.00	8,500.00	Purchasing review	
001	1301	513	34	00		GENERAL FUND	FINANCE & ADMIN	FINANCE/ACCOUNTING	OTHER SERVICES	31,755.00	-	31,755.00	25,000.00	Temporary services financial sys implmentation	
001	1301	513	52	02		GENERAL FUND	FINANCE & ADMIN	FINANCE/ACCOUNTING	COMPUTERS	955.00	-	955.00	955.00	JBT PO210120	
001	1303	513	34	00		GENERAL FUND	FINANCE & ADMIN	FINANCE/CUSTOMER SERVICE	OTHER SERVICES	109,895.00	101,008.27	8,886.73	8,500.00	Temporary Services	
001	1306	516	52	02		GENERAL FUND	INFORMATION SYSTEMS	FINANCE/ADMIN SVCS/IT	COMPUTERS	15,270.00	-	15,270.00	15,270.00	JBT computers PO210135	
001	2410	524	55	01		GENERAL FUND	BUILDING / CODE / FIRE	COMMUNITY DEVELOPMENT/PLANNIN	TRAINING & EDUCATION C	700.00	650.00	50.00	1,000.00	CE animal control certifcation	
001	4141	541	46	01		GENERAL FUND	ROAD & STREET FACILITIES	PUBLIC WORKS/ROADS & STREETS	REPAIRS & MAINTENANCE	1,539.00	-	1,539.00	1,539.00	Bates security gate PO210168	
001	4141	541	49	10	20ST03	GENERAL FUND	ROAD & STREET FACILITIES	PUBLIC WORKS/ROADS & STREETS	OTHER SPECIAL COSTS	75,000.00	-	75,000.00	75,000.00	Nova Road JPA FDOT	
001	4141	541	49	10		GENERAL FUND	ROAD & STREET FACILITIES	PUBLIC WORKS/ROADS & STREETS	OTHER SPECIAL COSTS	130,000.00	-	130,000.00	130,000.00	6th st RR crossing	
001	4172	572	46	01	21ST01	GENERAL FUND	PARKS & RECREATION	PUBLIC WORKS/BLDG & GROUNDS/F	REPAIRS & MAINTENANCE	80,000.00	-	80,000.00	80,000.00	Sunrise Park	
001	4172	572	46	01		GENERAL FUND	PARKS & RECREATION	PUBLIC WORKS/BLDG & GROUNDS/F	REPAIRS & MAINTENANCE	122,674.00	111,310.31	11,363.69	1,539.00	Bates security gate PO210168	
001	8110	580	64	00	21BG07	GENERAL FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	MACHINERY & EQUIPMENT	45,000.00	-	45,000.00	45,000.00	Facilities Vehicle	
001	8110	580	64	00	21CE01	GENERAL FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	MACHINERY & EQUIPMENT	45,000.00	1,029.00	43,971.00	43,971.00	Code Enf Vehicle	
001	8110	580	64	00	21IT01	GENERAL FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	MACHINERY & EQUIPMENT	7,000.00	-	7,000.00	7,000.00	PD Laptops	
001	8110	580	64	00	21ST03	GENERAL FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	MACHINERY & EQUIPMENT	45,000.00	-	45,000.00	45,000.00	Streets vehicle	
001	8110	589	99	10	RADIOS	GENERAL FUND	CARRYFORWARD	NON-DEPARTMENTAL/NON-DEPARTME	BUDGET RESVE/CONTINGEN	192,585.00	-	192,585.00	192,585.00	Contingency Reserve Radios	
001	8110	589	99	10		GENERAL FUND	CARRYFORWARD	NON-DEPARTMENTAL/NON-DEPARTME	BUDGET RESVE/CONTINGEN	213,910.00	-	213,910.00	150,000.00	Contingency Reserve	
001 Total										**1,169,933.00**	**238,997.58**	**930,935.42**	**851,009.00**		
002	8110	580	46	01	21ST02	LOCAL OPTION FUEL TAX	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	REPAIRS & MAINTENANCE	381,185.00	64,291.50	316,893.50	289,000.00	Paving program-limted due to cash requirements	
002 Total										**381,185.00**	**64,291.50**	**316,893.50**	**289,000.00**		
004	2415	524	54	00		PERMITTING	BUILDING / CODE / FIRE	COMMUNITY DEVELOPMENT/BLDG &	BOOKS/PUBL/SUBSCR/MEMB	2,300.00	726.78	1,573.22	2,000.00	Fire Marshal code updates	
004 Total										**2,300.00**	**726.78**	**1,573.22**	**2,000.00**		
130	8110	581	01	39		COMMUNITY REDEVELOPMT	INTERFUND TRANSFER	NON-DEPARTMENTAL/NON-DEPARTME	CRA CAPITAL PROJECTS	700,000.00	700,000.00	-	200,000.00	Overhead to underground property	
130	8110	589	99	10		COMMUNITY REDEVELOPMT	CARRYFORWARD	NON-DEPARTMENTAL/NON-DEPARTME	BUDGET RESVE/CONTINGEN	4,910,831.00	-	4,910,831.00	4,084,207.00	Reserve future capital	
130 Total										**5,610,831.00**	**700,000.00**	**4,910,831.00**	**4,284,207.00**		
135	8110	552	82	00		CRA FOUNTNHD INCENT-LAND	INDUSTRY DEVELOPMENT	NON-DEPARTMENTAL/NON-DEPARTME	PRIVATE ORG.GRANTS/CON	526,460.00	18,041.14	508,418.86	508,419.00		
135	8110	589	99	10		CRA FOUNTNHD INCENT-LAND	CARRYFORWARD	NON-DEPARTMENTAL/NON-DEPARTME	BUDGET RESVE/CONTINGEN	552,120.00	-	552,120.00	552,120.00		
135 Total										**1,078,580.00**	**18,041.14**	**1,060,538.86**	**1,060,539.00**		

Attachment: FY2021 Carryover Expense Detail (2021-R-110 : Budget Resolution Carry Over Funds from FY20-21 to FY21-22)

City of Holly Hill
Carryover Expense Budget
Fiscal Year ending 9/30/2021 into Fiscal Year 2022

Fund	Department #	Function	Object	object 2		Fund Description	Function Description	Department Description	Expense Description	Budget	Actual Amount	Balance	Carryover	Notes	Notes(cont.)
139	8110	580	61	00	13ST03	CRA PROJECTS FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	-	-				
												-	200,000.00	Overhead to underground 200k for property	
139	8110	580	63	00	13ST03	CRA PROJECTS FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	151,486.00	53,716.39				
												97,769.61	97,770.00	Overhead to underground	
139 Total										**151,486.00**	**53,716.39**	**97,769.61**	**297,770.00**		
301	8110	580	62	00	20BG08	CAPITAL PROJECTS	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	BUILDINGS	150,000.00	-				
												150,000.00	150,000.00	Public works Bldg	
301	8110	580	63	00	19BG07	CAPITAL PROJECTS	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	813,580.00	632,232.87				
												181,347.13	181,342.00	Sunrise Park N&S Pier	
301	8110	580	63	00	19BG09	CAPITAL PROJECTS	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	35,820.00	-				
												35,820.00	35,820.00	Sunrise Park S Seawall	
301	8110	580	63	00	19BG10	CAPITAL PROJECTS	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	828,080.00	17,788.94				
												810,291.06	810,292.00	Sunrise Park N Seawall	
301	8110	580	63	00	20BG09	CAPITAL PROJECTS	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	75,000.00	23,000.00				
												52,000.00	52,000.00	Veterans Flagpole	
301	8110	580	63	00	21BG05	CAPITAL PROJECTS	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	150,000.00	87,199.73				
												62,800.27	62,801.00	Bridge Sunrise Park	
301	8110	580	64	00	21TYLR	CAPITAL PROJECTS	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	MACHINERY & EQUIPMENT	323,402.00	56,443.58				
												266,958.42	266,959.00	Tyler Financial System	
301	8110	589	99	10		CAPITAL PROJECTS	CARRYFORWARD	NON-DEPARTMENTAL/NON-DEPARTME	BUDGET RESVE/CONTINGEN	14,446.00	-	14,446.00	87,277.00	Reserve	
301 Total										**2,390,328.00**	**816,665.12**	**1,573,662.88**	**1,646,491.00**		
400	3010	533	31	01		WATER & SEWER FUND	WATER	PHYSICAL ENVIRONMENT/WATER UT	PROFESSIONAL SERVICES	3,830.78	3,469.50	361.28	362.00	210103	HACH COMPANY
400	3010	533	31	01		WATER & SEWER FUND	WATER	PHYSICAL ENVIRONMENT/WATER UT	PROFESSIONAL SERVICES	7,129.25	577.50			200093	MEAD AND HUNT
												6,551.75	6,552.00		INC
400	3010	533	46	01		WATER & SEWER FUND	WATER	PHYSICAL ENVIRONMENT/WATER UT	REPAIRS & MAINTENANCE	1,538.80	-			210168	BATES SECURITY LLC
												1,538.80	1,539.00		
400	3020	535	31	01		WATER & SEWER FUND	SEWER	PHYSICAL ENVIRONMENT/SEWER SE	PROFESSIONAL SERVICES	3,830.79	3,469.50	361.29	362.00	210103	HACH COMPANY
400	3020	535	31	01		WATER & SEWER FUND	SEWER	PHYSICAL ENVIRONMENT/SEWER SE	PROFESSIONAL SERVICES	5,000.00	2,152.20			210030	MEAD AND HUNT
												2,847.80	2,848.00		INC
400	3020	535	31	01		WATER & SEWER FUND	SEWER	PHYSICAL ENVIRONMENT/SEWER SE	PROFESSIONAL SERVICES	7,129.25	577.50			200093	MEAD AND HUNT
												6,551.75	6,552.00		INC
400	3020	535	31	01		WATER & SEWER FUND	SEWER	PHYSICAL ENVIRONMENT/SEWER SE	PROFESSIONAL SERVICES	25,000.00	12,500.00			210164	MEAD AND HUNT
												12,500.00	12,500.00		INC
400	3020	535	46	01		WATER & SEWER FUND	SEWER	PHYSICAL ENVIRONMENT/SEWER SE	REPAIRS & MAINTENANCE	1,538.80	-			210168	BATES SECURITY LLC
												1,538.80	1,539.00		
400	8110	580	64	00	21WW06	WATER & SEWER FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	MACHINERY & EQUIPMENT	75,000.00	-	75,000.00	75,000.00	Spotter Truck	
400	8110	580	64	00	21WW07	WATER & SEWER FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	MACHINERY & EQUIPMENT	16,000.00	-				
												16,000.00	16,000.00	Gator Waste water	
400	8110	589	99	10	RADIOS	WATER & SEWER FUND	CARRYFORWARD	NON-DEPARTMENTAL/NON-DEPARTME	BUDGET RESVE/CONTINGEN	34,697.00	-	34,697.00	34,697.00	Radio Reserve	
400	8110	589	99	10	RADIOS	WATER & SEWER FUND	CARRYFORWARD	NON-DEPARTMENTAL/NON-DEPARTME	BUDGET RESVE/CONTINGEN	12,811.00	-				
												12,811.00	150,000.00	Contingency Reserve	
400 Total										**193,505.67**	**22,746.20**	**170,759.47**	**307,951.00**		
407	8110	580	63	00	20WA02	PROPRIETARY R&R FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	193,693.00	187,255.75				
												6,437.25	6,438.00	WTR MN BIRMINGH	
407	8110	580	63	00	20WA05	PROPRIETARY R&R FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	135,000.00	113,067.00				
												21,933.00	21,933.00	SOFTENER2 DRIVE	
407	8110	580	63	00	21WA02	PROPRIETARY R&R FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	72,750.00	-				
												72,750.00	72,750.00	LIME THICKENER	
407	8110	580	63	00	21WA03	PROPRIETARY R&R FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	17,000.00	12,295.00				
												4,705.00	4,705.00	CHLORINE HOIST	
407	8110	580	63	00	21WA04	PROPRIETARY R&R FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	35,000.00	-				
												35,000.00	35,000.00	LIME SILO REHAB	
407	8110	580	63	00	21WA05	PROPRIETARY R&R FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	90,000.00	626.00				
												89,374.00	89,374.00	3RD STREET WATE	

Attachment: FY2021 Carryover Expense Detail (2021-R-110 : Budget Resolution Carry Over Funds from FY20-21 to FY21-22)

City of Holly Hill
Carryover Expense Budget
Fiscal Year ending 9/30/2021 into Fiscal Year 2022

Fund	Department #	Function	Object	object 2		Fund Description	Function Description	Department Description	Expense Description	Budget	Actual Amount	Balance	Carryover	Notes	Notes(cont.)
407	8110	580	63	00	21WA06	PROPRIETARY R&R FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	250,000.00	-	250,000.00	250,000.00	CLEARWELL PUMPS	
407	8110	580	63	00	21WW02	PROPRIETARY R&R FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	390,000.00	37,969.36	352,030.64	352,031.00	LS#17B Rehab (CDBG)	
407	8110	580	63	00	21WW03	PROPRIETARY R&R FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	361,000.00	28,419.92	332,580.08	332,581.00	LS #5 Rehab	
407	8110	580	63	00	21WW04	PROPRIETARY R&R FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	60,000.00	175.50	59,824.50	59,825.00	Lift Station #1	
407	8110	580	63	00	21WW05	PROPRIETARY R&R FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	65,000.00	-	65,000.00	65,000.00	SAND FILTER REH	
407	8110	580	63	00	21WW09	PROPRIETARY R&R FUND	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	55,000.00	-	55,000.00	55,000.00	LS #20 Rehab	
407	8110	589	99	10		PROPRIETARY R&R FUND	CARRYFORWARD	NON-DEPARTMENTAL/NON-DEPARTME	BUDGET RESVE/CONTINGEN	183,033.00	-	183,033.00	195,383.00	Contingency Reserve	
407 Total										**1,907,476.00**	**379,808.53**	**1,527,667.47**	**1,540,020.00**		
460	3080	538	46	01		STORMWATER FUND	STORMWATER	PHYSICAL ENVIRONMENT/STORMWAT	REPAIRS & MAINTENANCE	1,538.80	-	1,538.80	1,539.00	210168	BATES SECURITY LLC
460	3080	538	46	01		STORMWATER FUND	STORMWATER	PHYSICAL ENVIRONMENT/STORMWAT	REPAIRS & MAINTENANCE	4,400.00	-	4,400.00	4,400.00	210129	FOUNDATION PROFESSIONALS OF FLORI
460	8110	589	99	10	RADIOS	STORMWATER FUND	CARRYFORWARD	NON-DEPARTMENTAL/NON-DEPARTME	BUDGET RESVE/CONTINGEN	6,408.00	-	6,408.00	6,408.00	RADIOS	
460 Total										**12,346.80**	**-**	**12,346.80**	**12,347.00**		
461	8110	580	63	00	19SW01	STORMWTR CAPITAL PROJECTS	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	340,045.00	148,370.04	191,674.96	191,675.00	FLOMICH ST PIPE	
461	8110	580	63	00	21SW01	STORMWTR CAPITAL PROJECTS	OTHER USES	NON-DEPARTMENTAL/NON-DEPARTME	INFRASTRUCTURE	660,000.00	54,405.00	605,595.00	605,595.00	MIRAGE DRAINAGE	
461 Total										**1,000,045.00**	**202,775.04**	**797,269.96**	**797,270.00**		
495	8110	589	99	10	RADIOS	SOLID WASTE ENTERPRISE	CARRYFORWARD	NON-DEPARTMENTAL/NON-DEPARTME	BUDGET RESVE/CONTINGEN	1,310.00	-	1,310.00	1,310.00	RADIOS	
495	8110	589	99	10		SOLID WASTE ENTERPRISE	CARRYFORWARD	NON-DEPARTMENTAL/NON-DEPARTME	BUDGET RESVE/CONTINGEN	67,358.00	-	67,358.00	67,358.00	Contingency	
495 Total										**68,668.00**	**-**	**68,668.00**	**68,668.00**		
Grand Total										**13,966,684.47**	**2,497,768.28**	**11,468,916.19**	**11,157,272.00**		

Attachment: FY2021 Carryover Expense Detail (2021-R-110 : Budget Resolution Carry Over Funds from FY20-21 to FY21-22)

Exhibit "A"

FY 2021-2022 BUDGET

REVENUES AND EXPENSES FY 2021 - 2022	REVENUE	EXPENSE
001 - GENERAL FUND	$ 851,009	$ 851,009
002 - LOGT 2nd	$ 289,000	$ 289,000
004 - BUILDING AND ZONING	$ 2,000	$ 2,000
130 - CRA	$ 4,284,207	$ 4,284,207
135 - FOUNTAINHEAD	$ 1,060,539	$ 1,060,539
139 - CRA CAPITAL PROJECTS	$ 297,770	$ 297,770
301 - GENERAL CAPITAL PROJECTS	$ 1,646,491	$ 1,646,491
400 - WATER & SEWER	$ 307,951	$ 307,951
407 - WATER & SEWER R & R	$ 1,540,020	$ 1,540,020
460 - STORMWATER	$ 12,347	$ 12,347
461 - STORMWATER CAPITAL	$ 797,270	$ 797,270
495 - SOLID WASTE	$ 68,668	$ 68,668
TOTAL ALL FUNDS:	$ 11,157,272	$ 11,157,272

Attachment: EXHIBIT A - FY21 to FY22 CARRYOVER BUDGET RESOLUTION (2021-R-110 : Budget Resolution Carry Over Funds from FY20-21

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **December 14, 2021**
FROM: **Joseph Forte**
SUBJECT: **Request for Lien Reduction - 501 3Rd Street**
NUMBER: **(ID # 3363)**
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a request for a Reduction of Lien "code enforcement liens" that have been placed on the real property located at 501 3rd Street. The original owner Estelle Crigler aka, Clay had not been on the property for several years. In May 2016, Ms. Clay received an order declared determining totally incapacity. She was last known to be living in a nursing home and it is unknown if Ms. Clay is still living. The COA had requested a lien reduction in 2017 for a pending sale however, I do not know what ever became of that request.

The property was purchased by Joseph Jaquish on May 18, 2021 through a tax deed sale in the amount of ($45,000.00) The original code violation was issued on May 7, 2015 for storage of junk, trash and debris and harborage of vermin. The property has come into compliance foe these violation on May 26, 2021. The property owner is working to repair and improve the property which still has a lot work to be done but has not been code enforced for these other items.

The code violation had been cited and the case brought to the Special Master in June 14, 2015. The liens began to accrue and over time have accumulated to $172,480.00 before stopping when the property reached compliance on May 26, 2021 after being purchased by Mr. Jaquish at a tax deed sale.

The City would have requested the following as compensation to release the lien.

FISCAL ANALYSIS:

Total lien	$172,480.00

Required Payment to Release lien

Special Master fee for 1 meeting	$ 250.00
Special Master fine	N/A
Recording fee	$ 20.00
Code enforcement staff time 20 hours at 37.92	$ 758.00
Community Development Director 1 hour @ 53.34	$ 53.34

Administrative fee	$ 108.00
Percentage of original lien @ 5%	$8,774.00
Total	**$9,943.34**

Since the property had been acquired through a tax deed sale with excess funds held in escrow for any lien hold to request, the City filed a request for the balance of the excess funds. The due diligence period for the excess funds have ended and the city has received the excess funds in the amount of **$39,493.67**. Therefore, the staff is recommending the lien be released.

STAFF RECOMMENDATION:

Reduce the lien from $172,480.00 to the excess funds amount received by the City of Holly Hill in the amount **$39,493.67**.

COMMISSION GOAL:

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.

MOTION:

REDUCE THE LIEN FROM $172,480.00 TO $39,493.67 AND SINCE THE PAYMENT HAS ALREADY BEEN RECEIVED THE LIEN MAY BE RELEASED IMMEDIATELY.

- 501 3rd Street Excess payment funds (PDF)

Vendor: MISC CITY OF HOLLY HILL Check #: 138356 11/23/2021

Date	Document No.	Posting Description	Amount
11/10/21	98195	CERT #10679-18 5/18/2021	39,493.6

Customer 49815-8208 $3.78

RECEIVED
DEC 06 2021
FINANCE DEPT.

Total: 39,493.6

Vendor: MISC CITY OF HOLLY HILL Check #: 138356 11/23/2021

Date	Document No.	Posting Description	Amount
11/10/21	98195	CERT #10679-18 5/18/2021	39,493.6

Total: 39,493.6

Laura E. Roth
Clerk of Circuit Court
PO Box 6043
DeLand, FL 32721-6043

Wells Fargo Bank, N.A.
420 Montgomery Street
San Francisco, CA 94101

11-24/1210

POOLED CASH

Date: 11/23/2021
Check No. 138356

***Thirty-Nine Thousand Four Hundred Ninety-Three and 67/100 Dollars* 39,493.67

Pay to the Order Of

CITY OF HOLLY HILL
ATTN CITY MANAGER
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

Laura E Roth

⑈0138356⑈ ⑆121000248⑆ 2000679131586⑈

Attachment: 501 3rd Street Excess payment funds (3363 : Request for Lien Reduction 501 3Rd Street)

REF

CLERK OF THE CIRCUIT COURT- VOLUSIA COUNTY
Direct Payment Voucher

Vendor Name CITY OF HOLLY HILL
ATTN: CITY MANAGER
Address 1065 RIDGEWOOD AVE
HOLLY HILL FL 32117

Vendor Code

RECEIVED
DEC 06 2021
FINANCE DEPT.

Description	Case No. / Invoice No.	Account Number	Amount
SURPLUS MONEY TO BE PAID OUT	CERT# 10679-18		$ 39,493.67
PER LEGAL COUNSEL			
CASE #			
PARCEL # 533709000050			
DATE OF SALE: 5/18/21			
		Total Amount	$ 39,493.67

Prepared by AMANDA LETTER
Date Prepared 11/10/2021
Phone Extension 18753
Department TAX DEED
Division DELAND

SPECIAL HANDLING REQUIRED ON CHECK
[X] Return check to department originating this voucher.
[ ] Documentation must be attached to the check.

Authorization

Under $500	Supv/Mngr		Date
$500-$10,000	Chief Officer		Date
Over $10,000	CFO		Date
Over $25,000	Clerk		Date

For Accounting Use Only:

Entered by
Date
Audited by
Date

Scheduled Pay Date
Bank Account
Check Number
Check Date

CL-0195-2002

Attachment: 501 3rd Street Excess payment funds (3363 : Request for Lien Reduction 501 3Rd Street)

Tax deed file number: 10679-18

Parcel ID number: 533709000050

TAX DEED

VOLUSIA County, Florida

Tax Certificate numbered 10679-18 issued on **06/01/2018** was filed in the office of the tax collector of Volusia County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 18th day of May, 2021 the land was offered for sale. It was sold to **JOSEPH P JAQUISH** address **1152 LANDERS ST ORMOND BEACH, FL 32174**; who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

Description of lands:

E 72 FT OF N 108.5 FT OF LOT 5 EXC N 8.5 FT IN ST BROWNS SUB MB 9 PG 253 PER OR 7389 PG 4413

On MAY 18, 2021 in Volusia County, Florida, for the sum of ($45,000.00) Forty Five Thousand Dollars Dollars, the amount paid as required by law.

LAURA E. ROTH
Clerk of the Circuit Court of Volusia County

By: L. Diggs
L DIGGS, Deputy Clerk
Volusia County, Florida

Witness: _____
KRISTIN DUMPH
Michelle Parrish
MICHELLE PARRISH

State of Florida
County of Volusia

On this 18TH day of MAY, 2021 before me, Amanda Letter, personally appeared L DIGGS Deputy Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instruments, and the acknowledged the execution of this instrument to be their own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal on the date aforesaid.

NOTARY PUBLIC STATE OF FLORIDA
AMANDA LETTER
Commission # GG 254299
Expires December 29, 2022
Bonded Thru Budget Notary Services

Amanda Letter
Amanda Letter

Attachment: 501 3rd Street Excess payment funds (3363 : Request for Lien Reduction 501 3Rd Street)

CERTIFICATE OF MAILING

I, LAURA E. ROTH, Clerk of the Circuit Court in and for the State and County aforesaid, do hereby certify that on 26TH of MARCH AD, 2021, I mailed a copy of the attached Notice of Application for Tax Deed, addressed to:

ESTELLE M CLAY	at	501 3RD ST, HOLLY HILL FL 32117,
ESTATE OF ESTELLE M CLAY	at	501 3RD ST, HOLLY HILL FL 32117,
ESTELLE M CLAY	at	PO BOX 671, DAYTONA BEACH FL 32115-0671,
* ESTATE OF ESTELLE M CLAY	at	PO BOX 671, DAYTONA BEACH FL 32115-0671,
CITY OF HOLLY HILL	at	FINANCE DIRECTOR, 1065 RIDGEWOOD AVENUE, HOLLY HILL FL 32117-2898

Witness my hand and official seal this 26TH of MARCH, 2021

THE HOLDER OF THIS TAX CERTIFICATE APPLIED FOR TAX DEED SALE. PER FLORIDA STATUTE §197.512, THE CERTIFICATE OF MAILING AND PROOF OF PUBLICATION ARE BEING RECORDED IN THE PUBLIC RECORD.

LAURA E. ROTH
CLERK OF THE CIRCUIT COURT

By: A Letter

A Letter
Deputy Clerk

The Beacon
PUBLISHED WEEKLY
State of Florida
COUNTY OF VOLUSIA SS

Before the undersigned authority personally appeared Barb Shepherd, who on oath says that he/she is the Legal Advertising Representative of The Beacon, a weekly newspaper published at DeLand, in Volusia County, Florida; that the attached copy of advertisement, being a Tax Deed in the matter of [redacted] 10679-18 Estelle M Clay in the Circuit Court, was published in said newspaper, in the issue(s) of April 8, 15, 22 & 29, 2021

Affiant further says that the said Beacon is a newspaper published at DeLand, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida, each week and has been entered as second-class mail matter at the post office in DeLand in said Volusia County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Barb Shepherd

Sworn to and subscribed before me this 29th day of April, 2021

Melodie W. Robinson

MELODIE W. ROBINSON
Commission # GG 250526
Expires October 19, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

(SEAL)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, that MIKON FINANCIAL SERVICES INC AND OCEAN BANK the holder of the following certificate has filed said certificate for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

Certificate No. 10679-18
Year of Issuance: JUNE 1, 2018
Description of Property: Parcel #533709000050 E 72 FT OF N 108.5 FT OF LOT 5 EXC N 8.5 FT IN ST BROWNS SUB MB 9 PG 253 PER OR 7389 PG 4413
Name in which assessed: ESTELLE M CLAY

Said property being in the County of VOLUSIA, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate shall be sold to the highest bidder at www.volusia.realtaxdeed.com on the 18TH day of MAY, 2021 at 9:00 O'CLOCK A.M.

Dated this 26TH day of MARCH, 2021.

LAURA E. ROTH
CLERK OF THE CIRCUIT COURT
By: /s/ A LETTER
Deputy Clerk

Attention: Persons with Disabilities: If you are a person with a disability who needs an accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Administrative Services at 101 N. Alabama Avenue, DeLand, FL 32724, (386) 822-5710, within seven (7) working days of this bid date. If you are hearing or voice impaired, call 711.

April 8, 15, 22 & 29, 2021

Attachment: 501 3rd Street Excess payment funds (3363 : Request for Lien Reduction 501 3Rd Street)

05/20/2016 09:03 AM
Instrument# 2016-092188
Book: 7255
Page: 3694
Diane M. Matousek
Volusia County, Clerk of Court

Return To: (Enclose Self Addressed Envelope	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This Instrument Prepared by:	
Name:	Kurt Swartzlander
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 5337-09-00-0050	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Kurt Swartzlander, Finance Director
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

And in accordance with a service with Estelle M Clay
Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)
Accumulation of trash and debris $20.00 a day. Harborage of vermin $20.00 a day. Storage of junk in a residential area $20.00 a day. Grass $20.00 a day. Beginning on 7/1/15.

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
E 72 FT OF N 108.5 FT OF LOT 5 EXC N 8.5 FT IN ST BROWNS SUB MB 9 PG 253
501 3rd Street Holly Hill, FL 32117

owned by Estelle M Clay

of a total value of Eighty Dollars ($80.00) a day until property comes into compliance, which remains unpaid as of May 17, 2016.

Olaiea Circelli
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF235031
Expires 7/20/2019

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Kurt Swartzlander

Sworn to and subscribed before me this 17 day of May 2016.

_____
Notary Public

Attachment: 501 3rd Street Excess payment funds (3363 : Request for Lien Reduction 501 3Rd Street)

This instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 5337-09-00-0050	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Stella L. Gurnee, Director of Finance
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

and in accordance with a service with Estelle M Clay

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

City of Holly Hill Utilities: Water, Sewer and Solid Waste Service Charges

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
E 72 FT OF N 108.5 FT OF LOT 5 EXC N 8.5 FT IN ST BROWNS SUB MB 9 PG 253 PER OR 7389 PG 4413

501 3rd Street, Holly Hill FL 32117

Owned by Estelle M Clay of a total value of Four Hundred Thirty Four Dollars and five cents ($434.05), of which remains unpaid as of December 4, 2019.

Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By Stella L Gurnee (Agent)

Print Name: Stella L. Gurnee, Director of Finance

Sworn to and subscribed before me this 4th day of December 2019.

DARRYL T. PIERCE
Notary Public - State of Florida
Commission # GG 281034
My Comm. Expires Dec 2, 2022
Bonded through National Notary Assn.

Notary Public

Attachment: 501 3rd Street Excess payment funds (3363 : Request for Lien Reduction 501 3Rd Street)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: December 14, 2021
FROM: Brian Walker
SUBJECT: FIRST READING - ORDINANCE 3044 - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1012 8Th Street Having Parcel Number 4244-01-07-0081 by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from MXZ (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. AND FIRST READING - ORDINANCE 3045 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described as 1012 8Th Street Having Parcel Number 4244-01-07-0081 and Further Described in Attachment "A" from MH-1 (Mobile Home) to CC-1 (Commercial Corridor District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: 2021-O-3044
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION

Consider an Ordinance enacting a Small Scale Future Land Use Map Amendment from MXZ (Mixed Use) (Volusia County) to General Commercial (Holly Hill) and a Rezone from MH-1 (Mobile Home Park) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.25 acres located approximately 350 feet west of Nova Road N on the north side of 8th Street. The parcel is more specifically known as 1012 8th Street. (CPA-2021-04) and (Z-2021-05) (Thomas Bonarrigo, Applicant).

BACKGROUND

The Applicant petitioned that the property in question be annexed into the City of Holly Hill. At its regular meeting on October 12, 2021, the City Commission voted unanimously to approve the annexation.

Now that the property is within the jurisdictional limits of the City of Holly Hill, the Applicant is

requesting a Small Scale Future Land Use Map Amendment from MXZ (Mixed Use) (Volusia County) to General Commercial (Holly Hill) and a Rezone from MH-1 (Mobile Home Park) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill). Property Appraiser records indicate the property is currently vacant.

PROJECT INFORMATION

Size of Property: The property is approximately 1.25 acres

Legal Description: That certain parcel numbered 4244-01-07-0081 by the Volusia County Property Appraiser, deed recorded at Official Records Book 8045, page 4642 of the Public Records of Volusia County, Florida, and alternately described by bounds as follows: beginning at the southeasterly corner of the above described parcel; thence westerly along the northerly right of way of 8th Street, a 50 foot right of way of record, to the southeasterly corner of Parcel Number 44244-01-07-0085, deed recorded at Official Records Book 6663, page 3188; thence northerly along the westerly line of said Parcel Number 4244-01-07-0085 to the northeasterly corner thereof and an intersection with Parcel Number 4244-01-07-0080, deed recorded at Official Records Book 6680, page 3079; thence easterly along the southerly line of said Parcel Number 4244-01-07-0080 to the northwesterly corner of Parcel Number 4244-01-07-0082, deed recorded at Official Records Book 6456, page 1194; thence southerly along the westerly line of said Parcel Number 4244-01-07-0082 and the westerly line of Parcel Number 4244-01-07-0084 deed recorded at Official Records Book 3435. page 238 to the Point of Beginning. The above-described parcel contains 51123 square feet, more or less.

Parcel Identification Number: 4244-01-07-0081 per Property Appraiser. (**Exhibit A**)

General Location: The property is generally located approximately 350 feet west of Nova Road N on the north side of 8th Street. The parcel is more specifically known as 1012 8th Street. (**Exhibit B**)

Frontage: The property has approximately 160 feet of frontage along 8th Street.

Access: Street and vehicular access will be provided via public and/or private rights-of-way (ROW).

Aerial Photography: (**Exhibit C**)

Existing Development: The property is currently vacant.

Future Land Use Designation: The current FLU designation is MXZ (Mixed Use) (Volusia County) and the proposed FLU designation is General Commercial (Holly Hill). (**Exhibit D**)

Zoning: Current Zoning is MH-1 (Mobile Home Park) (Volusia County) and the proposed zoning is CC-1 (Commercial Corridor) (Holly Hill). (**Exhibit E**).

Floodplain Impacts: Based on the 2017 FIRM Panel 12127C0356J, there are no floodplains on the subject property. (**Exhibit F**)

Wetland Impacts: Based on aerial photos, survey, and County wetland map analysis, there are wetlands on the subject property.

Buffers: Upon development, landscaped buffers along property lines will be required.

Wellfield Protection Zones: Parcel is not within a Wellfield Protection Zone.

Environmental: Based on County map analysis the property is within the Gopher Tortoise Overlay.

Zoning and Land Uses
To see the zoning districts and future land uses that surround the subject parcel, see the attached sheet labeled "**Zoning and Land Use Table**."

Site Analysis
In addition to criteria established in the Comprehensive Plan, the amendment has been analyzed in terms of the infrastructure impacts. For considering a change of land use, an analysis comparing the maximum development potential under each land use and available capacity is required. Impacts to traffic, potable water, waste water and solid waste are summarized below and shown in more detail in **Exhibit G** titled, Infrastructure Impact Analysis. (**Note**: The document in Exhibit G states that the proposed zoning is light industrial. However, the proposed zoning is CC-1 (Commercial Corridor), not light industrial. The analysis of impacts however, is based on the future land use, not zoning, and such analysis is within the document is sound.)

Development Potential
Current FLUM Designation Volusia County - Mixed Use (MXZ)
Residential
The maximum permitted density under the property's current FLUM designation of Volusia County - Mixed Use (MXZ) is 16 Dwelling Units (DU) per acre up to 50% of the total area. Current DU = 16 DU per ac * 1.174 ac * 0.5
Current Maximum DU = 9.39 DU

Non-Residential
The maximum building area for non-residential developments is 75% of the site with an FAR of 0.5. Maximum Allowable Square Footage = Site Area * 0.75 * 0.5
Maximum Allowable Square Footage = 19,177 sf

Proposed FLUM Designation Holly Hill - General Retail Commercial
Residential
Residential units are not permitted in the General Retail Commercial Classification
Proposed Maximum DU = 0.0 DU

Non-Residential
The maximum building area for non-residential developments is the site with an FAR of 1.95. Maximum Allowable Square Footage = Site Area * 1.95
Maximum Allowable Square Footage = 99,722 sf

Potable Water Data and Analysis:
Potable Water Demand from the Current FLUM Designation

Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing residential potable water demand is 2,817 gpd.

Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum

existing non-residential potable water demand is 1,917 gpd.

Potable Water Demand from the Proposed FLUM Designation
Given the proposed FLUM designation of General Retail Commercial, the maximum proposed potable water demand is 9,972 gpd.

Change in Potable Water Usage
The change in Potable Water Demand from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 5,238 gpd.

Capacity: With a processing capacity of 2.3 MGD, the City's potable water treatment plant has sufficient capacity to accommodate the density increase permitted under the proposed future land use designation. The current maximum daily flow is 1.3 MGD. The City has sewer and water in the area supplying the plaza immediately to the north of the site under review. Development will be required to connect.

Sanitary Sewer Data and Analysis:
Sanitary Sewer Demand from the Current FLUM Designation
Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing residential sewer demand is 2,817 gpd.

Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing non-residential sewer demand is 1,917 gpd.

Sanitary Sewer Demand from the Proposed FLUM Designation
Given the proposed FLUM designation of General Retail Commercial, the maximum proposed sewer demand is 9,972 gpd.

Change in Sanitary Sewer Usage
The change in Sanitary Sewer Demand from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 5,238 gpd.

Capacity: With a processing capacity of 2.3 MGD, the City's potable water treatment plant has sufficient capacity to accommodate the density increase permitted under the proposed future land use designation. The current maximum daily flow is 1.3 MGD. The City has sewer and water in the area supplying the plaza immediately to the north of the site under review. Development will be required to connect.

The waste water treatment plant servicing this site has the capacity to service 3.0 MGD. Currently the plant services 1.85 MGD. The anticipated amount of wastewater to be generated by the increased density is 70,704 gallons per day. Therefore the plant has sufficient capacity to accommodate the increase anticipated by proposed future land use designation. Development will be required to connect.

Transportation: The proposed future land use map amendment will result in no significant increase of daily trips from the maximum allowed by the current land use.

Solid Waste:
Solid Waste Generation from the Current FLUM Designation
Given the current FLUM designation of Volusia County - Mixed Use (MXZ), the maximum existing Solid Waste Generation is 141 lbs./day.

Solid Waste Generation from the Proposed FLUM Designation
Given the proposed FLUM designation of General Retail Commercial, the maximum proposed Solid Waste Generation is 499 lbs./day.

Change in Solid Waste Usage
The change in Solid Waste Generation from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 358 lbs./day.

The City's contracted waste hauler, Waste Pro, delivers solid waste to the Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and it is estimated to have excess capacity through 2052.

Stormwater Management: All stormwater calculations will comply with the applicable rules and regulations of the St. Johns River Water Management District and The City of Holly Hill. The project will attenuate and treat the stormwater for the mean annual and 25-year/24-hour and 100-year/24-hour rain events. The site will be developed in accordance with Local, State and Federal rules and regulations.

Consistency with Urban Sprawl Rule
Section 163.3177(6)(a)(9)(b), Florida Statutes, states that plan amendments shall be determined to discourage the proliferation of urban sprawl. In general terms and as directed by Florida Statutes and rules of the Florida Administrative Code, key urban sprawl indicators are leapfrog development, premature development, and development that does not make efficient use of urban services. Local governments are responsible for ensuring that their actions do not further urban sprawl.

This amendment does not represent leapfrog development or premature development, and in general promotes efficiency in the use of urban services.

Consistency with the Comprehensive Plan
A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with the comprehensive plan. The proposed request is consistent with the comprehensive plan with particular note of the following:

Chapter 1 - Future Land Use Element

- ✓ Policy 1.1.2 - The Future Land Use Element sets a maximum development intensity for the general commercial future land use at an F.A.R. of 1.95.

The parcel is currently vacant. Future development on the subject parcel will be required to comply with this requirement.

- ✓ Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan.

The parcel is currently vacant. Any proposed development will be required to be consistent with the comprehensive plan and demonstrate that there will be no decline to any established levels of service.

- ✓ Policy 1.2.17 - Properties that are annexed into the City of Holly Hill shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.

The County's land use designation of this property is "Mixed Use Zone" which is described in the County's Future Land Use Element in part as "An area that provides for a mixture of primarily commercial and industrial development with many different property owners."

Designating the subject site as "General Commercial" will allow the same uses as "Mixed Use Zone" with the exception of residential which would not fit in with this commercialized area . The "General Commercial" future land use will allow that the property be developed at a greater intensity, however increased impacts to facilities can be accommodated.

- ✓ Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

This amendment promotes infill development for this location.

- ✓ Policy 2.3.4 - Encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

The subject site is not on the fringe of a developed area, but is an infill location. One of the benefits of infill development is reduced VMTs.

- ✓ Policy 5.1.2. - The City shall continually work to expand the Holly Hill non-residential tax base and other revenue sources.

The proposed amendment is consistent with this policy. The property was recently annexed into the City. This will have the direct effect of expanding the City's tax base.

- ✓ Objective 5.2 - The City shall ensure a sufficient amount of commercial and light industrial properties available for business recruitment and to work with property owners to redevelop vacant and underutilized properties in Holly Hill.

***The proposed amendment is consistent with this policy. The property was recently annexed into the City. This will have the direct effect of expanding the amount of commercial property available* for business recruitment and to work with property owners to redevelop vacant and underutilized properties in Holly Hill.**

Staff finds that the requested small scale future land use amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve any increased demand on facilities and infrastructure created by the requested amendment. Additionally, the requested amendment does not encourage the proliferation of sprawl.

Appropriateness of the Requested Zoning Category
The zoning category to the east abutting the parcel under review is CC-1(Commercial Corridor District). The zoning categories immediately to the north and south are industrial. According to Policy 1.1.3 of the Future Land Use Element, the CC-1 zoning designation is consistent with the General Commercial land use classification.

Any future development on the site will be consistent with the stated intent of the CC-1 zoning district.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its regular meeting on December 6, 2021, the Board of Planning and Appeals voted unanimously to recommend approval of the proposed rezone and comprehensive plan land use map amendment.

STAFF RECOMMENDATION

Adopt the proposed Ordinance enacting a Small Scale Future Land Use Map Amendment from MXZ (Mixed Use) (Volusia County) to General Commercial (Holly Hill).

and

Adopt the proposed Ordinance enacting a Rezone from MH-1 (Mobile Home Park) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.25 acres located approximately 350 feet west of Nova Road N on the north side of 8th Street and more specifically known as 1012 8th Street.

ATTACHMENTS:

- #01 - Boundary Survey - 07-26-21 (PDF)
- #06 - Ownership Disclosure Form (PDF)
- Exhibit A - Property Appraiser (PDF)

- Exhibit B - Location Map (PDF)
- Exhibit C - Aerial Map (PDF)
- Exhibit D - Current and Proposed FLU of Property(PDF)
- Exhibit E - Current and Proposed Zoning of Property (PDF)
- Exhibit F - Flood Map (PDF)
- Exhibit G - Infrastructure Impact Analysis (PDF)

Ordinance No. 2021-3044

FIRST READING - ORDINANCE 3044 - AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1012 8TH STREET HAVING PARCEL NUMBER 4244-01-07-0081 BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. AND FIRST READING - ORDINANCE 3045 - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED AS 1012 8TH STREET HAVING PARCEL NUMBER 4244-01-07-0081 AND FURTHER DESCRIBED IN ATTACHMENT "A" FROM MH-1 (MOBILE HOME) TO CC-1 (COMMERCIAL CORRIDOR DISTRICT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. 3044

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1012 8TH STREET HAVING PARCEL NUMBER 4244-01-07-0081 AND FURTHER DESCRIBED IN ATTACHMENT "A", BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida Statutes, requires each county in the State of Florida to prepare and adopt a Comprehensive Plan; and

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 has reviewed the future land use designation for the parcel described in Attachment "A" and determined that it is necessary to amend its Future Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan; and

WHEREAS, Section 163.3187, Florida Statutes, provides for small-scale amendments to the adopted Future Land Use Map of the Comprehensive Plan by the local government.

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

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcel identified as 1012 8th Street having parcel number 4244-01-07-0081 as described in Attachment "A", as General Commercial.

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. EFFECTIVE DATE - Within ten (10) days after enactment, a certified copy of this Ordinance shall be filed in the Office of the Secretary of State by the Clerk of the County Council and transmitted to the state land planning agency and any other agency or

local government that provided timely comments pursuant to the small-scale comprehensive plan review process in Section 163.3187, Florida Statutes. This Ordinance shall take effect upon the latter of the following dates: (a) thirty-one (31) days after adoption and after the issuance of a certificate of consistency or conditional certificate of consistency by the Volusia County Growth Management Commission, or (b) if timely challenged, issuance of a final order by the state land planning agency or the State of Florida Administration Commission determining the amendment adopted by this Ordinance to be in compliance.

SECTION 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

ATTACHMENT "A"

That certain parcel numbered 4244-01-07-0081 by the Volusia County Property Appraiser, deed recorded at Official Records Book 8045, page 4642 of the Public Records of Volusia County, Florida, and alternately described by bounds as follows: beginning at the southeasterly corner of the above described parcel; thence westerly along the northerly right of way of 8th Street, a 50 foot right of way of record, to the southeasterly corner of Parcel Number 44244-01-07-0085, deed recorded at Official Records Book 6663, page 3188; thence northerly along the westerly line of said Parcel Number 4244-01-07-0085 to the northeasterly corner thereof and an intersection with Parcel Number 4244-01-07-0080, deed recorded at Official Records Book 6680, page 3079; thence easterly along the southerly line of said Parcel Number 4244-01-07-0080 to the northwesterly corner of Parcel Number 4244-01-07-0082, deed recorded at Official Records Book 6456, page 1194; thence southerly along the westerly line of said Parcel Number 4244-01-07-0082 and the westerly line of Parcel Number 4244-01-07-0084 deed recorded at Official Records Book 3435 page 238 to the Point of Beginning. The above-described parcel contains 51123 square feet, more or less.

AND

ORDINANCE NO. 3045

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED AS 1012 8TH STREET HAVING PARCEL NUMBER 4244-01-07-0081 AND FURTHER DESCRIBED IN ATTACHMENT A FROM MH-1 (MOBILE HOME) TO CC-1 (COMMERCIAL CORRIDOR DISTRICT); 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 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, and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION 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 Attachment A as CC-1 (Commercial Corridor District.)

SECTION 2. Development of the property described in Attachment A shall conform to the Land Development Regulations of Holly Hill.

SECTION 3. 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 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

SECTION 6. That this Ordinance shall become effective upon final approval of the future land use map amendment.

ATTACHMENT "A"

That certain parcel numbered 4244-01-07-0081 by the Volusia County Property Appraiser, deed recorded at Official Records Book 8045, page 4642 of the Public Records of Volusia County, Florida, and alternately described by bounds as follows: beginning at the southeasterly corner of the above described parcel; thence westerly along the northerly right of way of 8th Street, a 50 foot right of way of record, to the southeasterly corner of Parcel Number 44244-01-07-0085, deed recorded at Official Records Book 6663, page 3188; thence northerly along the westerly line of said Parcel Number 4244-01-07-0085 to the northeasterly corner thereof and an intersection with Parcel Number 4244-01-07-0080, deed recorded at Official Records Book 6680, page 3079; thence easterly along the southerly line of said Parcel Number 4244-01-07-0080 to the northwesterly corner of Parcel Number 4244-01-07-0082, deed recorded at Official Records Book 6456, page 1194; thence southerly along the westerly line of said Parcel Number 4244-01-07-0082 and the westerly line of Parcel Number 4244-01-07-0084 deed recorded at Official Records Book 3435 page 238 to the Point of Beginning. The above-described parcel contains 51123 square feet, more or less.

Boundary and Topographic Survey with Tree Locations



10th Street 50' R/W Record(Delaware 33' R/W Plat)

Fd Pk Nail and Disk RLS #3254/3794 in centerline of Vine Street and 10th Street

Fd 5/8" Iron Rod No ID Along Wly Line Lot 8 Block 7

Set ½" Iron R&C LB #6877

5

Nly Line Lot 8
660' Plat

328' Description

4' Masonry Retaining Wall 7.0' Nly

N 64°18'18"E 165.00'
165' Description

4' Masonry Retaining Wall 6.6' Nly

Fd 1" Iron Pipe No ID

N 64°18'18"E 259.33
259.81 Description Per Adjoiner's Survey

6' Chain Link Fence 0.5' Nly 0.0' Ely

Fd 5/8" Iron Rod LB #2642 Along Wly R/W Nova Road

S 64°18'18"W 165.00'
165' Description

656' Plat

N 25°34'11"W 1316.13
1316' Plat

40' R/W (Record)
Vine Street

N 25°36'47"W 309.81
Wly Line Lot 8

N 25°34'11"W 309.80
328.4' Description

S 25°34'11"E 309.88'
328.7' Description

Nova Road SR 5A
R/W Varies

Ely Line Lot 8
658' Plat

Centerline of Vine Street

7

9

BLOCK 7

8

165' Description

330' Description

Fd Pk Nail and Disk RLS #2048 in centerline of Vine Street and 8th Street

Fd 5/8" Iron Rod No ID SWly Corner Lot 8 Block 7 Except Street

Set ½" Iron R&C LB #6877

Benchmark MAG Nail&Disk LB #6877 Elev. 7.49

S 64°19'54"W 165.00
165' Description

Benchmark MAG Nail&Disk LB #6877 Elev. 6.83

Set ½" Iron R&C LB #6877

Storm Catch Basin Top Elev 6.27' 12" CMP Sly Inv. 3.54'

6' Chain Link Fence 5.7' Nly 0.5' Ely

Fd Pk Nail and Disk RLS#'s 3794 & 3254 in centerline of Holly Street and 8th Street

S 64°19'54"W 164.81
165' Description

N 64°18'06"E 826.07 Tie to centerline of Vine Street

N 64°18'06"E 1008.28 from centerline Vine Street to centerline of Holly Street

S 64°18'06"W 165.00

Set MAG Nail&Disk LB #6877

S 25°34'11"E 18.67

Eighth Street
(Maryland 33' R/W Plat)
50' R/W Record
20' Wide Asphalt pavement

S 25°34'11"E 18.38

Set MAG Nail&Disk LB #6877

Holly Street
40' R/W
(Record)

LEGEND:

AC Air conditioning pad
A\U Aerial utilities
CALC Calculation
CB Catch basin
CL Centerline
CLF Chain Link Fence
CM Concrete monument
CONC Concrete
© Cable riser
Ⓒ Cable TV service
Δ Delta
° Degree
DESC Description
Doc Document
E(LY) East(erly)
Ⓔ Electric meter
EMT Electrical metal tubing
FD Found
FLD Field
FPL Florida Power and Light Corporation
FPLS Florida Professional Land Surveyor
Fire Hydrant
Ⓖ Gas meter
Guy Anchor
ES Electric Service
IP Iron pipe
L Arc length
LB Licensed business
LS Licensed Surveyor
N(LY) North(erly)
NAVD North American Vertical Datum
MES Mitered End Section
MF Metal Fence
PC Point of curve
PCP Permanent control point
POB Point of beginning
POC Point of commencement
POT Point of terminus
PT Point of tangent
R Radius
R&C Rod and cap
REC Recovered
RLS Registered land surveyor
R/W Right of Way
Sign
S(LY) South(erly)
Ⓣ Telephone service
TYP Typical
Utility pole
Utility services
Well
W(LY) West(erly)
Water meter
WF Wooden Fence
VF Vinyl Fence

TREE LEGEND:

BAY
CEDAR
CHERRY LAUREL
CHINABERRY
ELM
HACKBERRY
HICKORY
MAPLE TREE
MULLBERRY
OAK
PALM
PECAN
SUGARBERRY
SWEETGUM

NOTE:
Number beside tree indicates diameter at 4.5' Above Grade.

NOTES:
1. Field Survey completed 7-19-2021.
2. Bearing Basis Grid, Florida East Zone: S 64°19'54"W along the northerly right of way of 8th Street.
3. Underground utilities were not located, except as shown.
4. Dimensions shown are feet and decimals thereof.
5. Elevations are North American Vertical Datum 1988.
6. Flood Zone X, FEMA, Volusia County 125155 Panel No. 12127C0356J Map revised 09/29/2017.

Legal description:
The easterly 1/2 of the westerly 1/2 of the southerly 1/2 of Lot 8, Block 7, Mason & Carswell's Holly Hill, according to map in Map Book 2, page 90, Public Records of Volusia County, Florida. Except that portion in the road.

Job Number 21256 Crd #00020 FB 345 @ 20-22

MICHAEL M. MYER, FL PSM LS4006 — Michael M Myer — Digitally signed by Michael M Myer Date: 2021.07.28 16:49:22 -04'00'

MYER LAND SURVEYING, INC., LICENSED BUSINESS #6877

Not valid unless signed and embossed with surveyor's seal and/or displaying a digital signature badge. The date of the digital signature is not the date of the field survey.

Special Purpose Site Survey
Exclusively prepared for:
Bon-Properties FT, LLC

MYER LAND SURVEYING, INC.
LICENSED BUSINESS #6877
MICHAEL M. MYER #LS 4006
PROFESSIONAL LAND SURVEYOR
316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
386 255-6304 Phone MyerLandSurveying@Gmail.Com

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1" = 20'		AJS/ALH	MMM	7/26/2021

Attachment: #01 - Boundary Survey - 07-26-21 (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

CITY OF HOLLY HILL
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

The owner of the real property associated with this application is a (check one)

- ☐ Individual
- ☐ Corporation
- ☐ Land Trust
- ☒ Limited Liability Company
- ☐ Partnership
- ☐ Other(describe)

1. List all **natural persons** who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER
Thomas Bonanno	10 Clydesdale Dr. Ormond Beach	386-871-6045

(Use additional sheets for more space.)

2. For each **corporation,** list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

3. In the case of a **trust,** list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above.

Trust Name:

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

4. For **partnerships,** including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

Attachment: #06 - Ownership Disclosure Form (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

5. For each **limited liability company,** list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: Bon Properties FT LLC

NAME	TITLE	ADDRESS	% OF INTEREST
Thomas Bonarrigo	Mgr - Owner	13 Clydesdale Dr. Ormond Beach	100

(Use additional sheets for more space.)

6. In the circumstances of a **contract for purchase,** list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: _____

NAME	ADDRESS	% OF INTEREST

Date of Contract: _____

Please specify any contingency clause related to the outcome of the consideration of the application.

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

9-30-21
Date

Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by Thomas Bonarrigo on this 30th day of September, 20 21.
Owner, Agent, Applicant Name

Courtney Ramsey
Signature of Notary Public

Courtney Ramsey
Print, Type or Stamp Name of Notary Public

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced FL DL

COURTNEY RAMSEY
Commission # GG 359337
Expires July 25, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Attachment: #06 - Ownership Disclosure Form (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

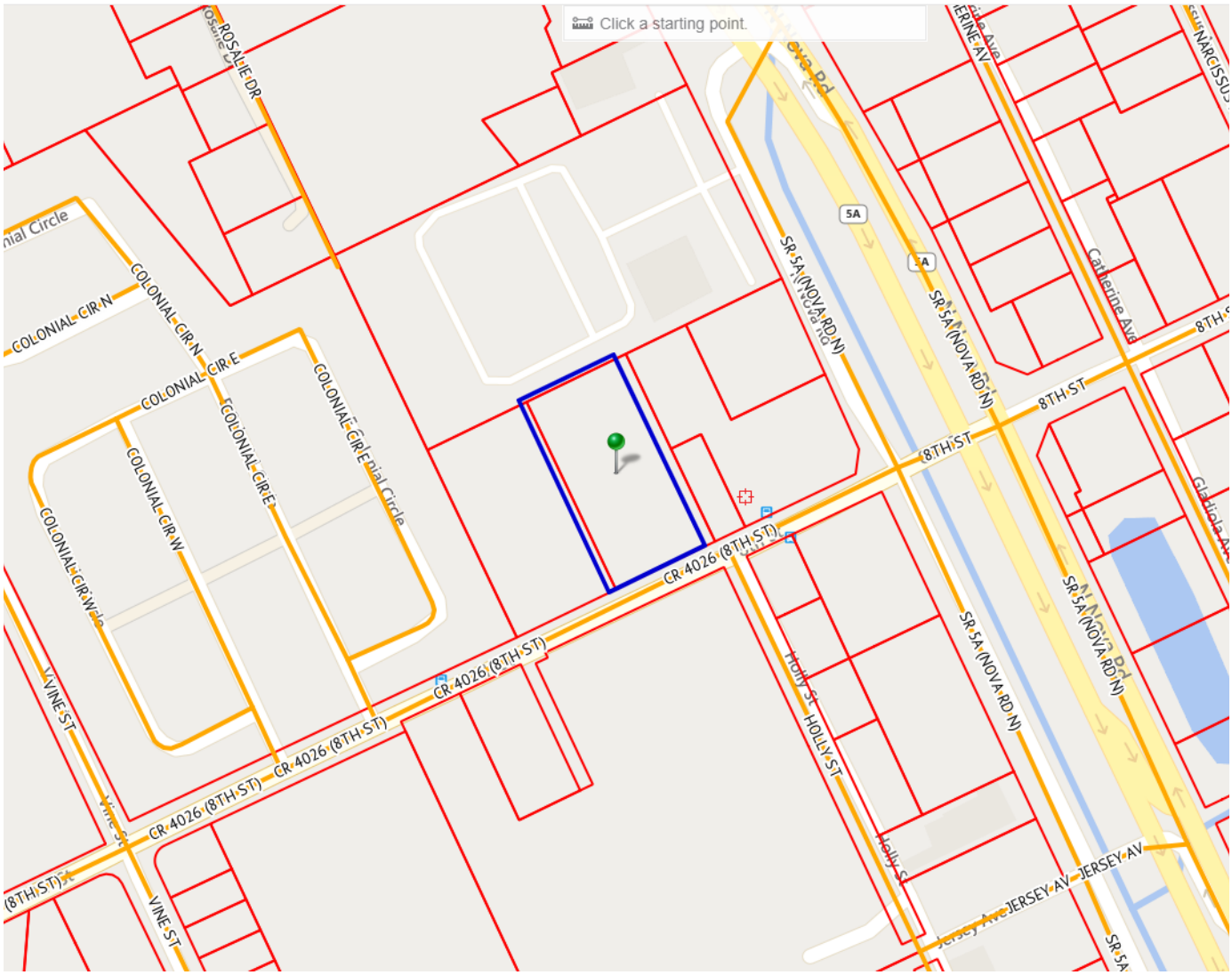
EXHIBIT A

Alternate Key:	3219074
Parcel ID:	424401070081
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	01 - 07 - 0081
Physical Address:	1012 8TH ST, DAYTONA BEACH 32117
Business Name:	
Owner(s):	BON-PROPERTIES FT LLC - FS - Fee Simple - 100
Mailing Address On File:	10 CLYDESDALE DR ORMOND BEACH FL 32174 *Update Mailing Address*
Building Count:	0
Neighborhood:	2112 - HOME ACRES UT 1 (5237-06) *Neighborhood Sales*
Subdivision Name:	
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2021 Final Millage Rate:	19.817
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Legal 1:	E 1/2 OF SW 1/4 OF LOT 8 BLK 7 MASON & CARSWELLS HOLLY HILL
Legal 2:	DB 341 PG 278 MB 2 PG 90 PER OR 3387 PG 0269 PER OR 6267 PG
Legal 3:	3982 PER OR 8045 PG 4642

Property Appraiser Information

Attachment: Exhibit A - Property Appraiser (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

EXHIBIT B



Location Map

Attachment: Exhibit B - Location Map (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

EXHIBIT C

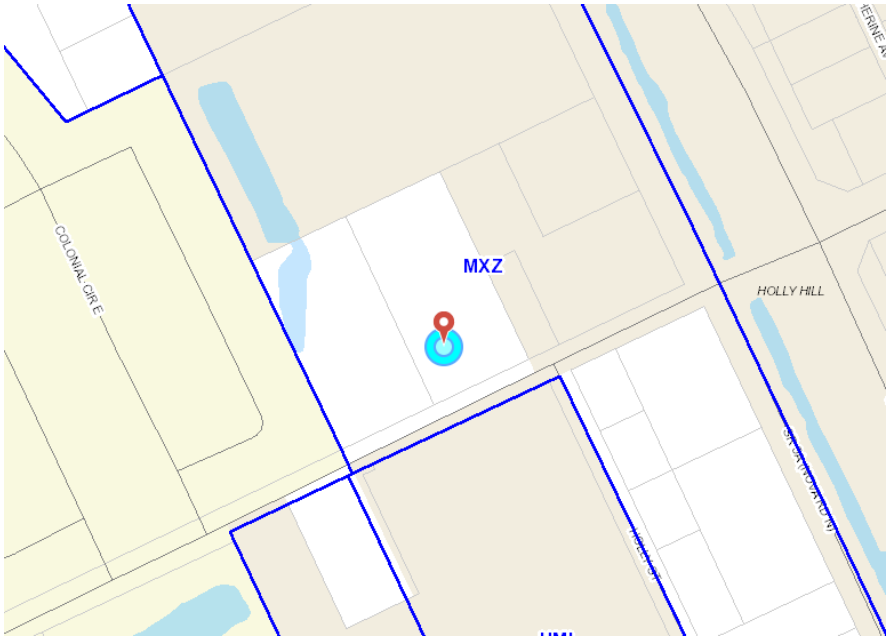


Aerial Map

Attachment: Exhibit C - Aerial Map (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

EXHIBIT D

MXZ - CURRENT FLU (Volusia County)



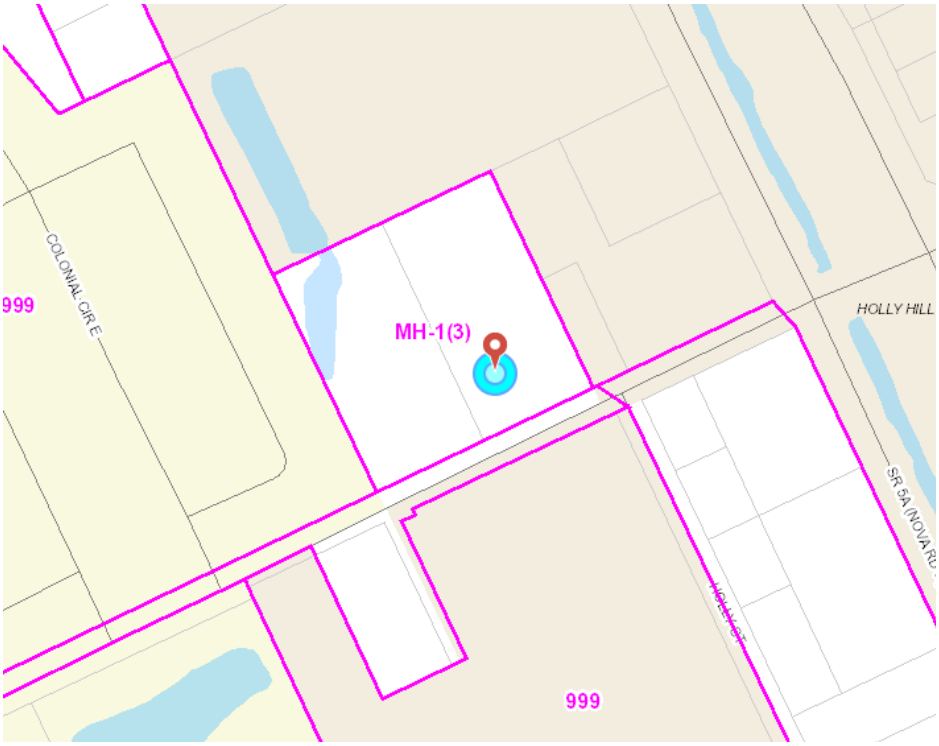
COMMERCIAL – PROPOSED FLU (Holly Hill)



Attachment: Exhibit D - Current and Proposed FLU of Property (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

EXHIBIT E

CURRENT ZONING MH-1 (Volusia County)

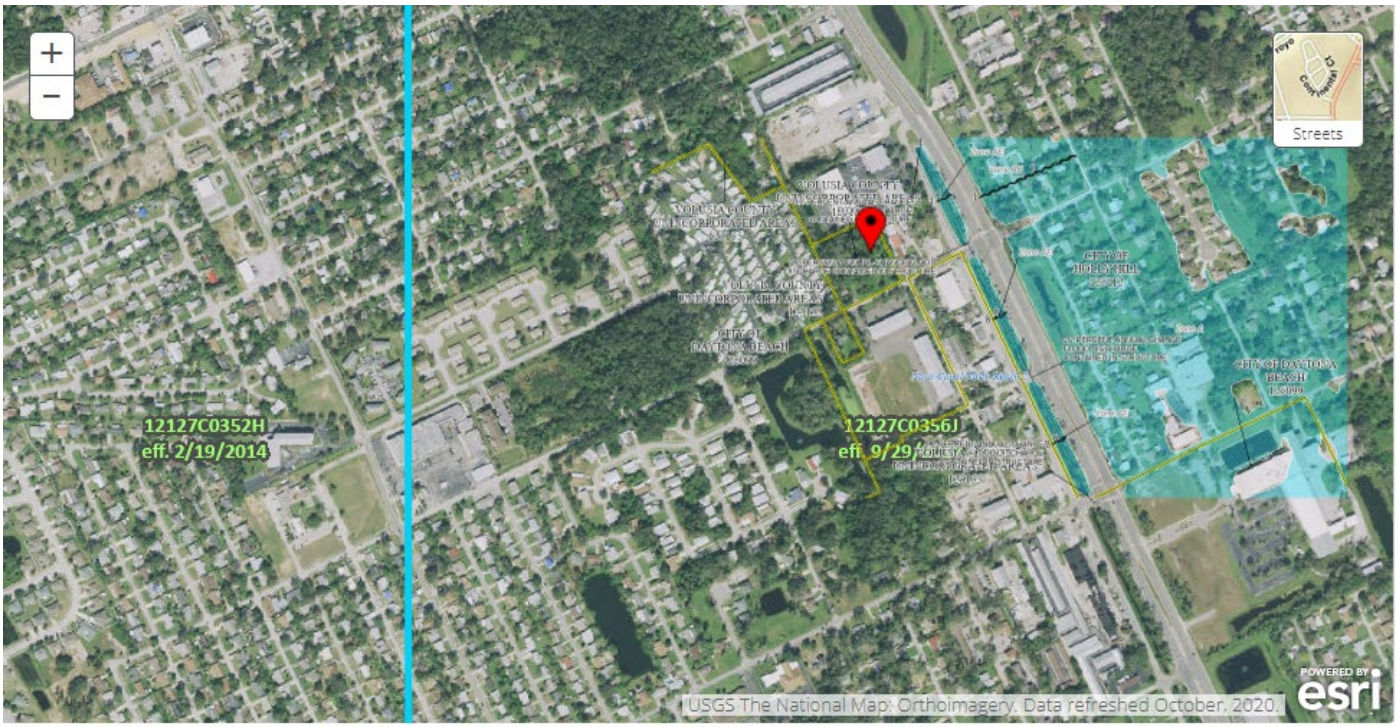


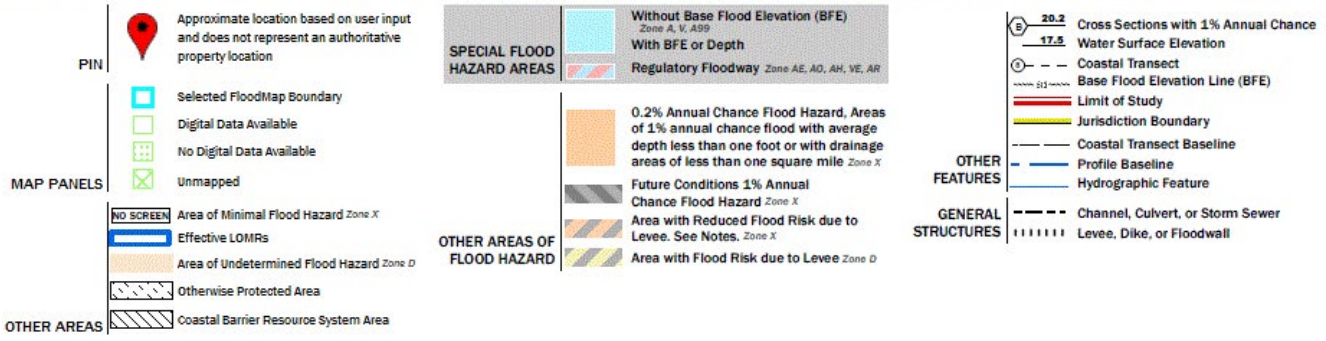
PROPOSED ZONING CC-1 (Holly Hill)



Attachment: Exhibit E - Current and Proposed Zoning of Property (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

EXHIBIT F





The flood map for the selected area is number **12127C0356J**, effective on **09/29/2017**

Flood Map

Attachment: Exhibit F - Flood Map (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

1012 8TH STREET

The City of Holly Hill
Volusia County, Florida

Small Scale Comprehensive Plan Amendment & Rezoning Support Document

Revision #0: October 20, 2021

Prepared By:
Parker Mynchenberg and Associates, Inc.
Professional Engineers * Landscape Architects * Land Planners
1729 Ridgewood Avenue
Holly Hill, Florida 32117
386-677-6891

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

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Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

1 APPLICANT INFORMATION

1.1 Applicant's Name and Address

Mr. Thomas Bonarrigo, Manager
Bon-Properties FT, LLC
10 Clydesdale Drive
Ormond Beach, Florida 32174

Phone: 386-871-6045
Email: cjmfg@cfl.rr.com

1.2 Nature of Interest

The property was recently annexed into the City of Holly Hill. The intent is to provide the supporting documentation to assign a City of Holly Hill zoning and landuse classification.

1.3 Applicant's Authorized Representative

Steven R. Buswell, P.E., L.A.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Phone: 386-677-6891
Fax: 386-677-2114

2 PARCEL DATA

2.1 Size of Property and Survey

Parcel Location: 1012 8th Street, Holly Hill, Florida 32117

Total Property Area = 1.174 Acres

A survey containing the sketch and legal description of each individual parcel is provided in Appendix A

2.2 Legal Description

A complete Legal Description of the property is provided on the survey in Appendix A.

2.3 Parcel Identification Number(s)

4244-01-07-0081

2.4 General Location

The site is located on the north side of 8th Street and approximately 500 west of Nova Road.

2.5 Frontage

The subject property has 165 feet frontage on 8th Street.

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

2.6 Access

Public access to the Parcels will be from 8th Street.

2.7 Location and Acreage of Property in Same Ownership

There are no adjacent parcels under the same ownership.

3 LAND USE INFORMATION

3.1 Aerial Photograph

An aerial photograph is provided below



3.2 Built Features

Vacant land.

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

3.3 Future Land Use Map Designation

The current Future Land Use Map (FLUM) is Volusia County – MXZ (Mixed Use).
The proposed FLUM is City of Holly Hill – General Retail Commercial.

3.4 Zoning District

The current zoning designation is Volusia County - Rural Mobil Home (MH-3).
The proposed zoning designation is Holly Hill – Wholesale Light Industrial (I-1)

3.5 Prior Approval

Not applicable.

4 FUTURE LANDUSE ANALYSIS

4.1 Current FLUM Designation Volusia County – Mixed Use (MXZ)

4.1.1 Residential

The maximum permitted density under the property's current FLUM designation of Volusia County – Mixed Use (MXZ) is 16 Dwelling Units (DU) per acre up to 50% of the total area.
Current DU = 16 DU/ac * 1.174 ac * 0.5

Current Maximum DU =9.39 DU

4.1.2 Non-Residential

The maximum building area for non-residential developments is 75% of the site with an FAR of 0.5.

Maximum Allowable Square Footage = Site Area * 0.75 * 0.5
Maximum Allowable Square Footage = 19,177 sf

4.2 Proposed FLUM Designation Holly Hill – General Retail Commercial

4.2.1 Residential

Residential units are not permitted in the General Retail Commercial Classification

Proposed Maximum DU =0.0 DU

4.2.2 Non-Residential

The maximum building area for non-residential developments is the site with an FAR of 1.95.

Maximum Allowable Square Footage = Site Area * 1.95
Maximum Allowable Square Footage = 99,722 sf

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

5 ZONING ANALYSIS

5.1 Current Zoning Designation Volusia County – Rural Mobile Home (MH-3)

5.1.1 Residential

The minimum lot size permitted with the current Zoning designation of Volusia County – Rural Mobile Home (MH-3) is 5 acres.

Current Maximum DU =1.00 DU

5.1.2 Non-Residential

The maximum building area for non-residential developments is 35% of the total site.

Maximum Allowable Square Footage = Site Area * .35
Maximum Allowable Square Footage = 17,899 sf

5.2 Proposed Zoning Designation Holly Hill – Wholesale Light Industrial (I-1)

5.2.1 Residential

Residential units are not permitted in the Wholesale Light Industrial Classification

Proposed Maximum DU =0.0 DU

5.2.2 Non-Residential

The maximum building area for non-residential developments in the I-1 District is a 2-story structure with a 65% Building Coverage

Maximum Allowable Square Footage = Site Area * 0.65 * 2
Maximum Allowable Square Footage = 66,481 sf

6 CONCURRENCY ANALYSIS – FUTURE LAND USE ANALSYS (FLUM)

6.1 Potable Water Data and Analysis

6.1.1 Potable Water Demand from the Current FLUM Designation

Given the current FLUM designation of Volusia County – Mixed Use (MXZ), the maximum existing potable water demand is 2,817 gpd.

6.1.2 Potable Water Demand from the Proposed FLUM Designation

Given the proposed FLUM designation of General Retail Commercial, the maximum proposed potable water demand is 9,972 gpd.

6.1.3 Change in Potable Water Usage

The change in Potable Water Demand from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 7,155 gpd.

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

6.2 Sanitary Sewer Data and Analysis

6.2.1 Sanitary Sewer Generation from the Current FLUM Designation

Given the current FLUM designation of Volusia County – Mixed Use (MXZ), the maximum existing Sanitary Sewer Generation is 2,817 gpd.

6.2.2 Sanitary Sewer Generation from the Proposed FLUM Designation

Given the proposed FLUM designation of General Retail Commercial, the maximum proposed Sanitary Sewer Generation is 9,972 gpd.

6.2.3 Change in Sanitary Sewer Usage

The change in Sanitary Sewer Generation from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 7,155 gpd.

6.3 Solid Waste Data and Analysis

6.3.1 Solid Waste Generation from the Current FLUM Designation

Given the current FLUM designation of Volusia County – Mixed Use (MXZ), the maximum existing Solid Waste Generation is 141 lbs/day.

6.3.2 Solid Waste Generation from the Proposed FLUM Designation

Given the proposed FLUM designation of General Retail Commercial, the maximum proposed Solid Waste Generation is 499 lbs/day.

6.3.3 Change in Solid Waste Usage

The change in Solid Waste Generation from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is an increase of 358 lbs/day.

6.4 Traffic Data and Analysis

The following estimations are based upon the Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition. Given the broad range of uses and their direct correlation to parking demand. Some assumptions have been made regarding the traffic estimates. In order to achieve the maximum FAR the typical use would be warehouse. A retail/office use has also been calculated based on a realistic development for the 1.174 acre parcel.

A complete copy of the calculations for each type of use is provided in Appendix B

6.4.1 Traffic Generated from the Current FLUM Designation

Given the current FLUM designation of Volusia County – Mixed Use (MXZ), the maximum existing average daily trips is 972.

6.4.2 Traffic Generated from the Proposed FLUM Designation

Given the proposed FLUM designation of General Retail Commercial, the maximum proposed average daily trips is 972.

6.4.3 Change in Estimated Traffic Daily Trips

The change in daily trips generated from a Land Use Amendment from Volusia County Mixed Use (MXZ) to the City of Holly Hill General Retail Commercial is zero.

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

7 CONCURRENCY ANALYSIS – REZONING ANALSYS

7.1 Potable Water Data and Analysis

7.1.1 Potable Water Demand from the Current Zoning Designation

Given the current Zoning designation of Volusia County – Rural Mobile Home (MH-3), the maximum existing potable water demand is 1,790 gpd.

7.1.2 Potable Water Demand from the Proposed Zoning Designation

Given the proposed Zoning designation of General Retail Commercial, the maximum proposed potable water demand is 6,648 gpd.

7.1.3 Change in Potable Water Usage

The change in Potable Water Demand from a Land Use Amendment from Volusia County Rural Mobile Home (MH-3) to the City of Holly Hill - Wholesale Light Industrial (I-1)is an increase of 4,858 gpd.

7.2 Sanitary Sewer Data and Analysis

7.2.1 Sanitary Sewer Generation from the Current Zoning Designation

Given the current Zoning designation of Volusia County – Rural Mobile Home (MH-3), the maximum existing Sanitary Sewer Generation is 1,790 gpd.

7.2.2 Sanitary Sewer Generation from the Proposed Zoning Designation

Given the proposed Zoning designation of General Retail Commercial, the maximum proposed Sanitary Sewer Generation is 6,648 gpd.

7.2.3 Change in Sanitary Sewer Usage

The change in Sanitary Sewer Generation from a Land Use Amendment from Volusia County Rural Mobile Home (MH-3) to the City of Holly Hill - Wholesale Light Industrial (I-1)is an increase of 4,858 gpd.

7.3 Solid Waste Data and Analysis

7.3.1 Solid Waste Generation from the Current Zoning Designation

Given the current Zoning designation of Volusia County – Rural Mobile Home (MH-3), the maximum existing Solid Waste Generation is 89 lbs/day.

7.3.2 Solid Waste Generation from the Proposed Zoning Designation

Given the proposed Zoning designation of General Retail Commercial, the maximum proposed Solid Waste Generation is 332 lbs/day.

7.3.3 Change in Solid Waste Usage

The change in Solid Waste Generation from a Land Use Amendment from Volusia County Rural Mobile Home (MH-3) to the City of Holly Hill - Wholesale Light Industrial (I-1)is an increase of 243 lbs/day.

7.4 Traffic Data and Analysis

The following estimations are based upon the Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition. Given the broad range of uses and their direct correlation to parking demand. Some assumptions have been made regarding the traffic estimates. In order to achieve

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

the maximum FAR the typical use would be warehouse. A retail/office use has also been calculated based on a realistic development for the 1.174 acre parcel.

A complete copy of the calculations for each type of use is provided in Appendix E

7.4.1 Traffic Generated from the Current Zoning Designation
Given the current Zoning designation of Volusia County – Rural Mobile Home (MH-3), the maximum existing average daily trips is 908.

7.4.2 Traffic Generated from the Proposed Zoning Designation
Given the proposed Zoning designation of General Retail Commercial, the maximum proposed average daily trips is 908.

7.4.3 Change in Estimated Traffic Daily Trips
The change in daily trips generated from a Land Use Amendment from Volusia County Rural Mobile Home (MH-3) to the City of Holly Hill - Wholesale Light Industrial (I-1)is zero.

8 STORMWATER DATA AND ANALYSIS

All stormwater calculations will comply with the applicable rules and regulations of the St. Johns River Water Management District and The City of Holly Hill. The project will attenuate and treat the stormwater for the mean annual and 25-year/24-hour and 100-year/24-hour rain events. The site will be developed in accordance with Local, State and Federal rules and regulations.

9 ENVIRONMENTAL ANALYSIS

9.1 Surface Water and Wetlands

There are no known surface waters on the property.

9.2 Vegetative Cover

The site is currently undeveloped. The vegetative cover is mixed hardwoods.

9.3 Flood Zones

The site is located in Flood Zone X.

9.4 Listed Animal and Plant Species

There are no known Animal or Plant Species located on-site that is identified on the endangered or threaten species list

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

APPENDIX A – LEGAL DESCRIPTION

Legal description:
The easterly 1/2 of the westerly 1/2 of the southerly 1/2 of Lot 8, Block 7, Mason & Carswell's Holly Hill, according to map in Map Book 2, page 90, Public Records of Volusia County, Florida. Except that portion in the road.

APPENDIX B – WATER DEMAND CALCULATIONS

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, FL 32117
(386) 677-6891
info@parkermynchenberg.com

Bonarrigo Business Park
Water Demand

CURRENT FLUM

Volusia County Designation Mixed Use (MXZ)

WATER - RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Residental	9.39 units	300 gpd/unit	2,817
TOTAL WATER DEMAND			2,817

WATER - NON-RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	19,177 SF	0.1 gpd/SF	1,918
TOTAL WATER DEMAND			1,918

PROPOSED FLUM

Holly Hill Designation - General Retail Commercial

WATER - RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Residental	- units	300 gpd/unit	-
TOTAL WATER DEMAND			-

WATER - NON-RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	99,722 SF	0.1 gpd/SF	9,972
TOTAL WATER DEMAND			9,972

SUMMARY

Current Water Demand =	2,817	gpd
Proposed Water Demand =	9,972	gpd
Increase =	**7,155**	**gpd**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, FL 32117
(386) 677-6891
info@parkermynchenberg.com

Bonarrigo Business Park
Water Demand

CURRENT ZONING

Volusia County Designation Rural Mobile Home (MH-3)

WATER - RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Residental	1 units	300 gpd/unit	300
TOTAL WATER DEMAND			300

WATER - NON-RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	17,899 SF	0.1 gpd/SF	1,790
TOTAL WATER DEMAND			1,790

PROPOSED ZONING

Holly Hill Designation - WHOLESALE LIGHT INDUSTRIAL (I-1)

WATER - RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Residental	- units	300 gpd/unit	-
TOTAL WATER DEMAND			-

WATER - NON-RESIDENTIAL			
Type of Service Connection	Water Demand Calculation Units	Demand Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	66,481 SF	0.1 gpd/SF	6,648
TOTAL WATER DEMAND			6,648

SUMMARY

Current Water Demand =	1,790	gpd
Proposed Water Demand =	6,648	gpd
Increase =	**4,858**	**gpd**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

APPENDIX C – SEWER GENERATION CALCULATIONS

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, FL 32117
(386) 677-6891
info@parkermynchenberg.com

Bonarrigo Business Park

Sewer Generation

CURRENT FLUM

Volusia County Designation Mixed Use (MXZ)

Wastewater - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Residental	9.39 units	300 gpd/unit	2,817
TOTAL Wastewater Generation			**2,817**

Wastewater - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	19177 SF	0.1 gpd/SF	1,918
TOTAL Wastewater Generation			**1,918**

PROPOSED FLUM

Holly Hill Designation - General Retail Commercial

Wastewater - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Residental	- units	300 gpd/unit	-
TOTAL Wastewater Generation			**-**

Wastewater - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	99,722 SF	0.1 gpd/SF	9,972
TOTAL Wastewater Generation			**9,972**

SUMMARY

Current Wastewater Generation =	2,817	gpd
Proposed Wastewater Generation =	9,972	gpd
Increase =	**7,155**	**gpd**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

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info@parkermynchenberg.com

Bonarrigo Business Park

Sewer Generation

CURRENT ZONING

Volusia County Designation Mixed Use (MXZ)

Wastewater - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Residental	1 units	300 gpd/unit	300
TOTAL Wastewater Generation			**300**

Wastewater - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	17,899 SF	0.1 gpd/SF	1,790
TOTAL Wastewater Generation			**1,790**

PROPOSED ZONING

Holly Hill Designation - General Retail Commercial

Wastewater - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Residental	- units	300 gpd/unit	-
TOTAL Wastewater Generation			**-**

Wastewater - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Generation Per Service Connection	Total Average Daily Flow (gpd)
Non-Residential	66,481 SF	0.1 gpd/SF	6,648
TOTAL Wastewater Generation			**6,648**

SUMMARY

Current Wastewater Generation =	1,790	gpd
Proposed Wastewater Generation =	6,648	gpd
Increase =	**4,858**	**gpd**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

APPENDIX D – SOLID WASTE GENERATION CALCULATIONS

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

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Bonarrigo Business Park
Solid Waste Generation

CURRENT FLUM

Volusia County Designation Mixed Use (MXZ)

Solid Waste - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per Unit	Total Amount of Solid Waste (Lbs/day)
Residental	9.39 units	15 lbs/unit	141
TOTAL Solid Waste Generation			**141**

Solid Waste - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per SF	Total Amount of Solid Waste (Lbs/day)
Non-Residential	19,177 SF	0.005 lbs/SF	96
TOTAL Solid Waste Generation			**96**

PROPOSED FLUM

Holly Hill Designation - General Retail Commercial

Solid Waste - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per Unit	Total Amount of Solid Waste (Lbs/day)
Residental	- units	15 lbs/unit	-
TOTAL Solid Waste Generation			**-**

Solid Waste - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per SF	Total Amount of Solid Waste (Lbs/day)
Non-Residential	99,722 SF	0.005 lbs/SF	499
TOTAL Solid Waste Generation			**499**

SUMMARY

Current Solid Waste Generation =	141	lbs/d
Proposed Solid Waste Generation =	499	lbs/d
Increase =	**358**	**lbs/d**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

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Bonarrigo Business Park
Solid Waste Generation

CURRENT ZONING

Volusia County Designation Mixed Use (MXZ)

Solid Waste - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per Unit	Total Amount of Solid Waste (Lbs/day)
Residental	1 units	15 lbs/unit	15
TOTAL Solid Waste Generation			**15**

Solid Waste - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per SF	Total Amount of Solid Waste (Lbs/day)
Non-Residential	17,899 SF	0.005 lbs/SF	89
TOTAL Solid Waste Generation			**89**

PROPOSED ZONING

Holly Hill Designation - General Retail Commercial

Solid Waste - RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per Unit	Total Amount of Solid Waste (Lbs/day)
Residental	- units	15 lbs/unit	-
TOTAL Solid Waste Generation			**-**

Solid Waste - NON-RESIDENTIAL			
Type of Service Connection	Generation Calculation Units	Average Daily Solid Waste Generation Per SF	Total Amount of Solid Waste (Lbs/day)
Non-Residential	66,481 SF	0.005 lbs/SF	332
TOTAL Solid Waste Generation			**332**

SUMMARY

Current Solid Waste Generation =	89	lbs/d
Proposed Solid Waste Generation =	332	lbs/d
Increase =	**243**	**lbs/d**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

APPENDIX E – TRAFFIC CALCULATIONS

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

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Bonarrigo Business Park

Traffic Impact Summary

CURRENT FLUM

Volusia County Designation Mixed Use (MXZ)

Traffic - Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Multi-family	220	9.39 units	69
MAX TOTAL AVERAGE DAILY TRIPS			69

Traffic - Non-Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Free Standing Discount Superstore	813	19.17 / 1,000 SF	972
Medical Office	720	19.17 / 1,000 SF	667
General Office	710	19.17 / 1,000 SF	214
MAX TOTAL AVERAGE DAILY TRIPS			972

PROPOSED FLUM

Holly Hill Designation - General Retail Commercial

Traffic - Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Residental	220	0 units	0
MAX TOTAL AVERAGE DAILY TRIPS			0

Traffic - Non-Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Warehouse	150	99.72 / 1,000 SF	203
Free Standing Discount Superstore	813	19.17 / 1,000 SF	972
Medical Office	720	19.17 / 1,000 SF	667
General Office	710	19.17 / 1,000 SF	214
MAX TOTAL AVERAGE DAILY TRIPS			972

SUMMARY

Current FLUM Designation =	972	tpd
Proposed FLUM Designation =	972	tpd
Change =	**0**	**tpd**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

PARKER MYNCHENBERG & ASSOCIATES, INC.

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Bonarrigo Business Park

Traffic Impact Summary

CURRENT ZONING

Volusia County Designation - Rural Mobile Home (MH-3)

Traffic - Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Single Family	210	1 units	15
MAX TOTAL AVERAGE DAILY TRIPS			15

Traffic - Non-Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Free Standing Discount Superstore	813	17.9 / 1,000 SF	908
Medical Office	720	17.9 / 1,000 SF	623
General Office	710	17.9 / 1,000 SF	200
MAX TOTAL AVERAGE DAILY TRIPS			908

PROPOSED ZONING

Holly Hill Designation - Wholesale Light Industrial (I-1)

Traffic - Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Residental	220	0 units	0
MAX TOTAL AVERAGE DAILY TRIPS			0

Traffic - Non-Residential			
Type of Service Connection	Landuse Code	Independent Variable	Trips
Warehouse	150	66.48 / 1,000 SF	116
Free Standing Discount Superstore	813	17.9 / 1,000 SF	908
Medical Office	720	17.9 / 1,000 SF	623
General Office	710	17.9 / 1,000 SF	200
MAX TOTAL AVERAGE DAILY TRIPS			908

SUMMARY

Current FLUM Designation =	908	tpd
Proposed FLUM Designation =	908	tpd
Change =	**0**	**tpd**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Free-Standing Discount Superstore
(813)

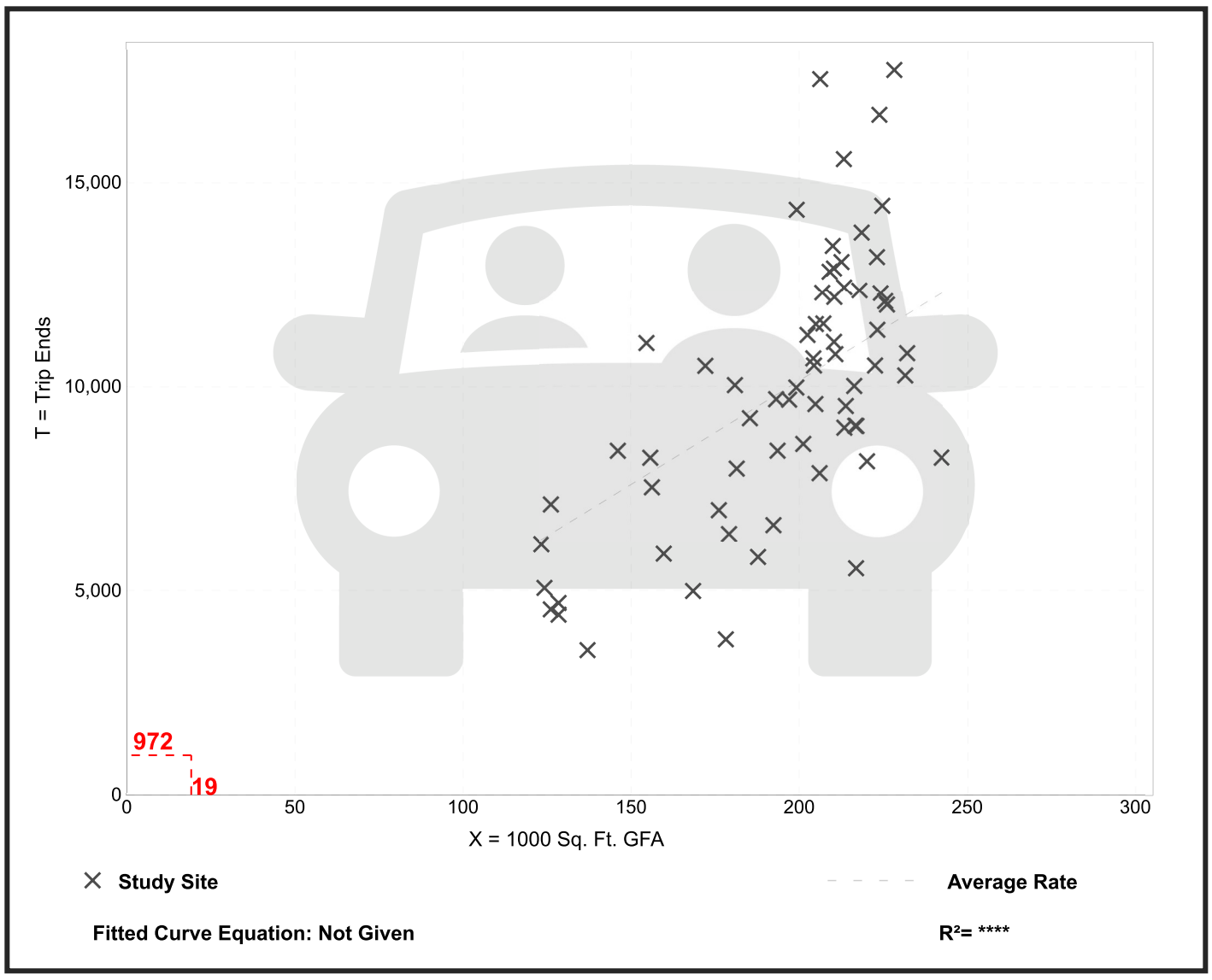
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 67
Avg. 1000 Sq. Ft. GFA: 195
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
50.70	21.39 - 85.01	12.83

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= **

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Free-Standing Discount Superstore
(813)

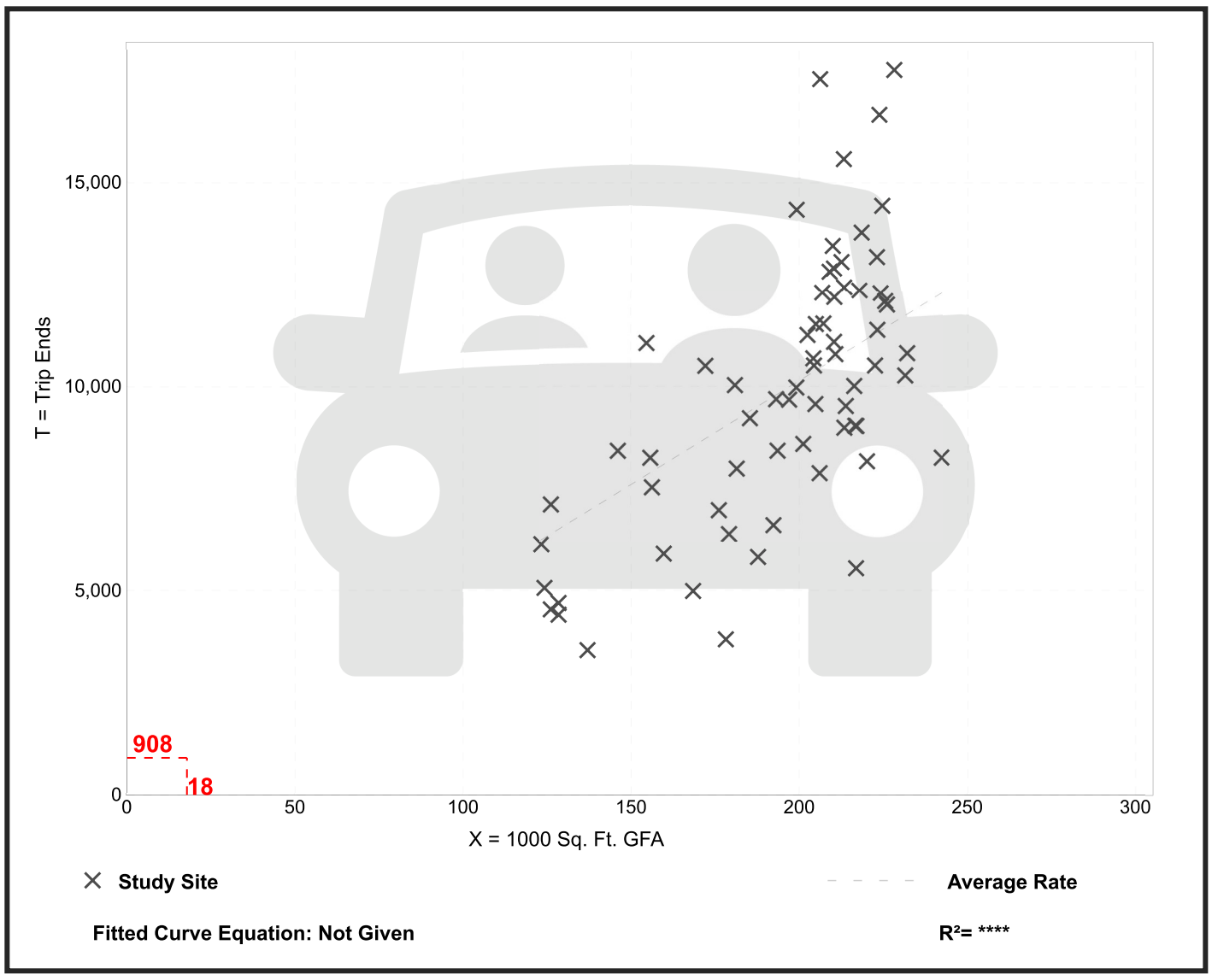
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 67
Avg. 1000 Sq. Ft. GFA: 195
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
50.70	21.39 - 85.01	12.83

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= ****

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Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

General Office Building
(710)

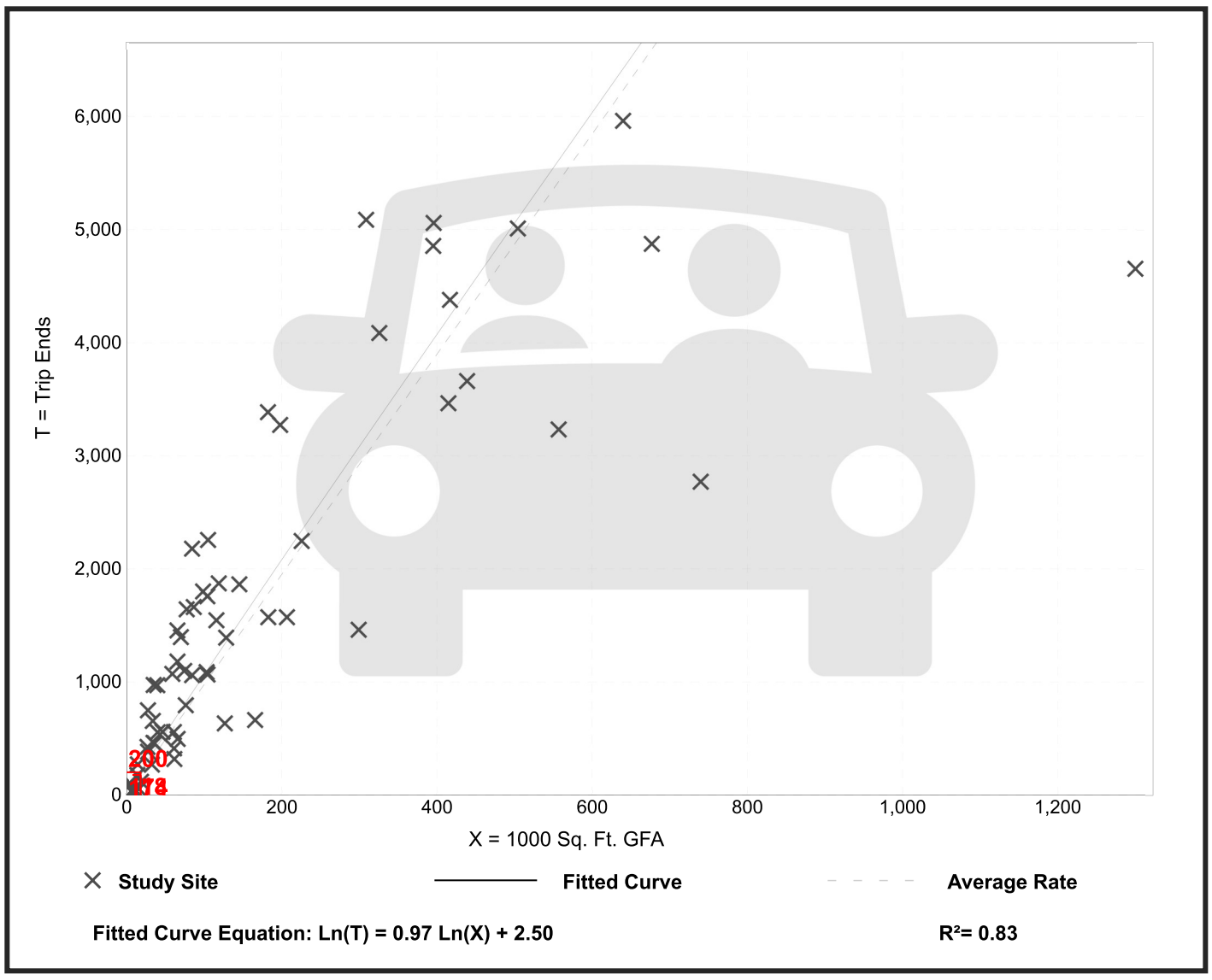
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 66
Avg. 1000 Sq. Ft. GFA: 171
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.74	2.71 - 27.56	5.15

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.97 Ln(X) + 2.50 **R^2= 0.83**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

General Office Building
(710)

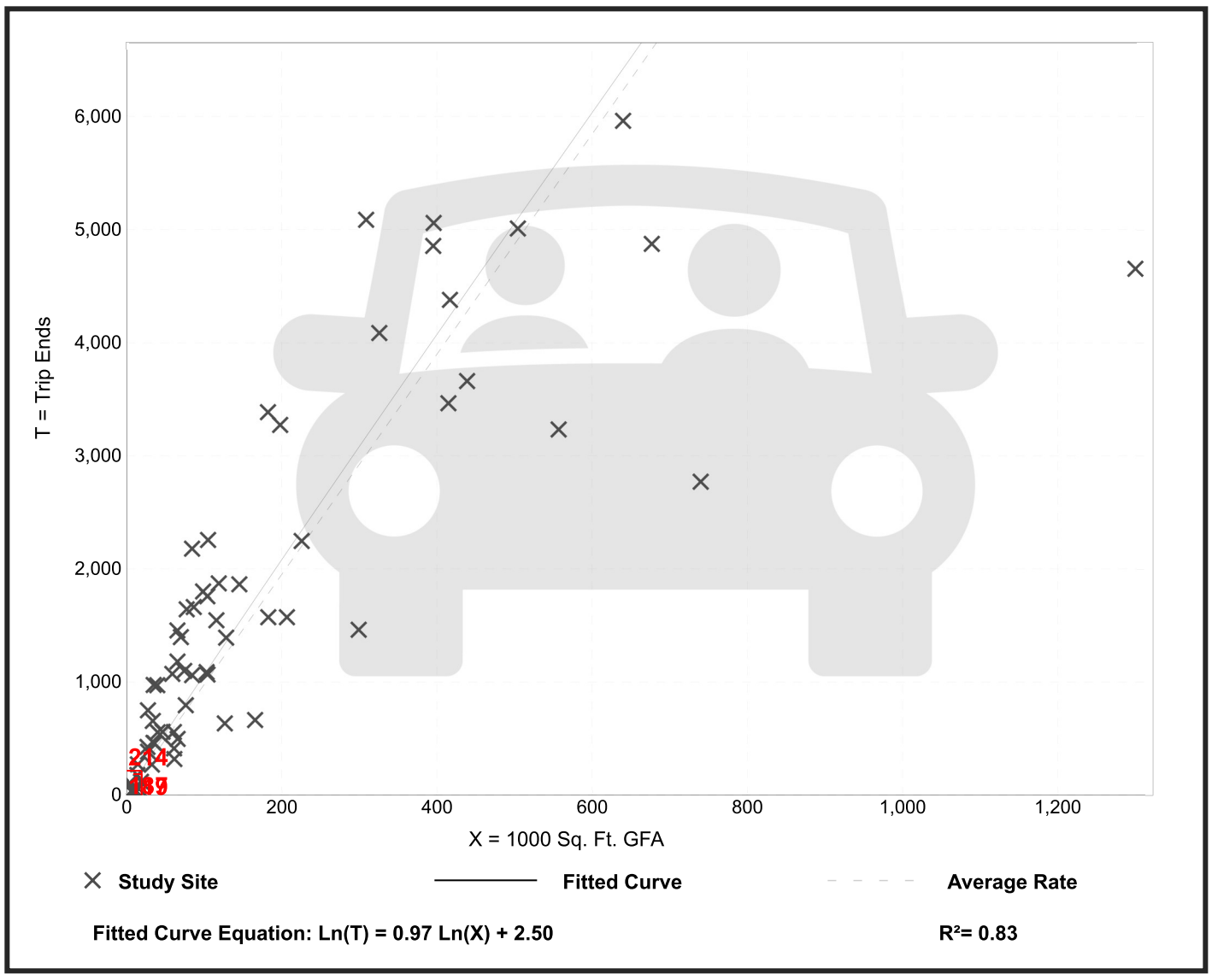
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 66
Avg. 1000 Sq. Ft. GFA: 171
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.74	2.71 - 27.56	5.15

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.97 Ln(X) + 2.50 **R^2= 0.83**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Medical-Dental Office Building
(720)

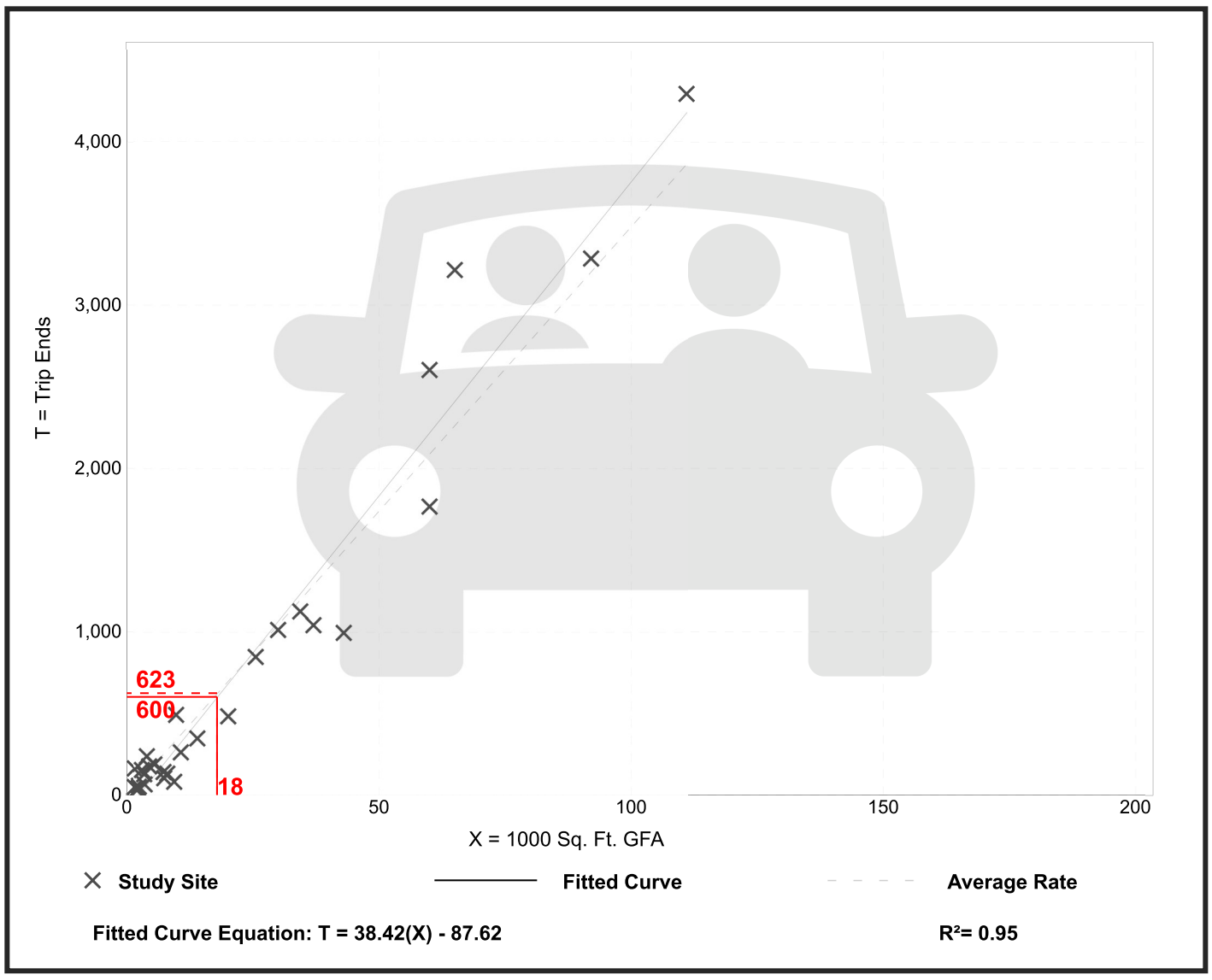
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 28
Avg. 1000 Sq. Ft. GFA: 24
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
34.80	9.14 - 100.75	9.79

Data Plot and Equation



Fitted Curve Equation: T = 38.42(X) - 87.62

R^2= 0.95

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Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Medical-Dental Office Building
(720)

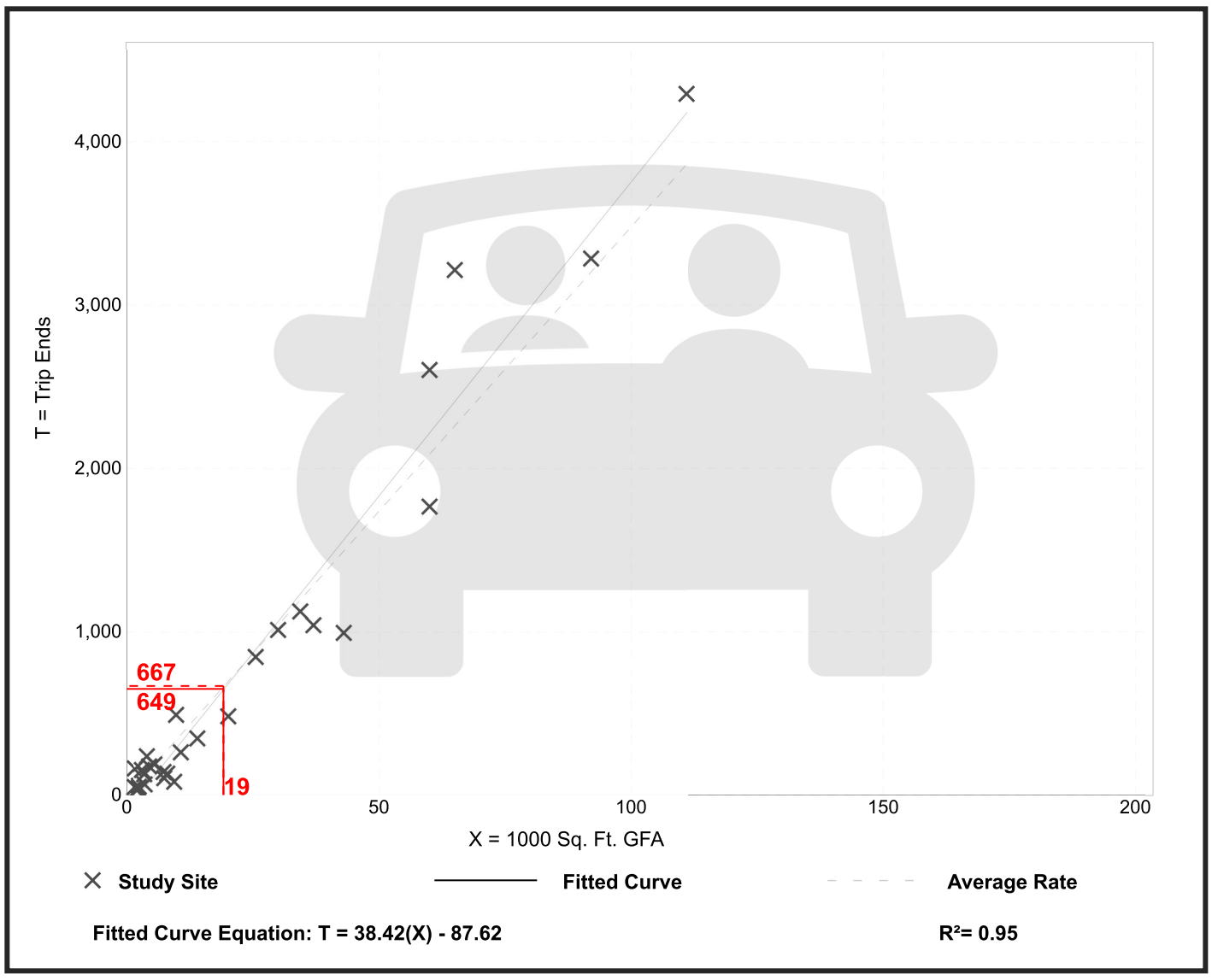
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 28
Avg. 1000 Sq. Ft. GFA: 24
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
34.80	9.14 - 100.75	9.79

Data Plot and Equation



Fitted Curve Equation: T = 38.42(X) - 87.62

R^2= 0.95

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Multifamily Housing (Low-Rise)
(220)

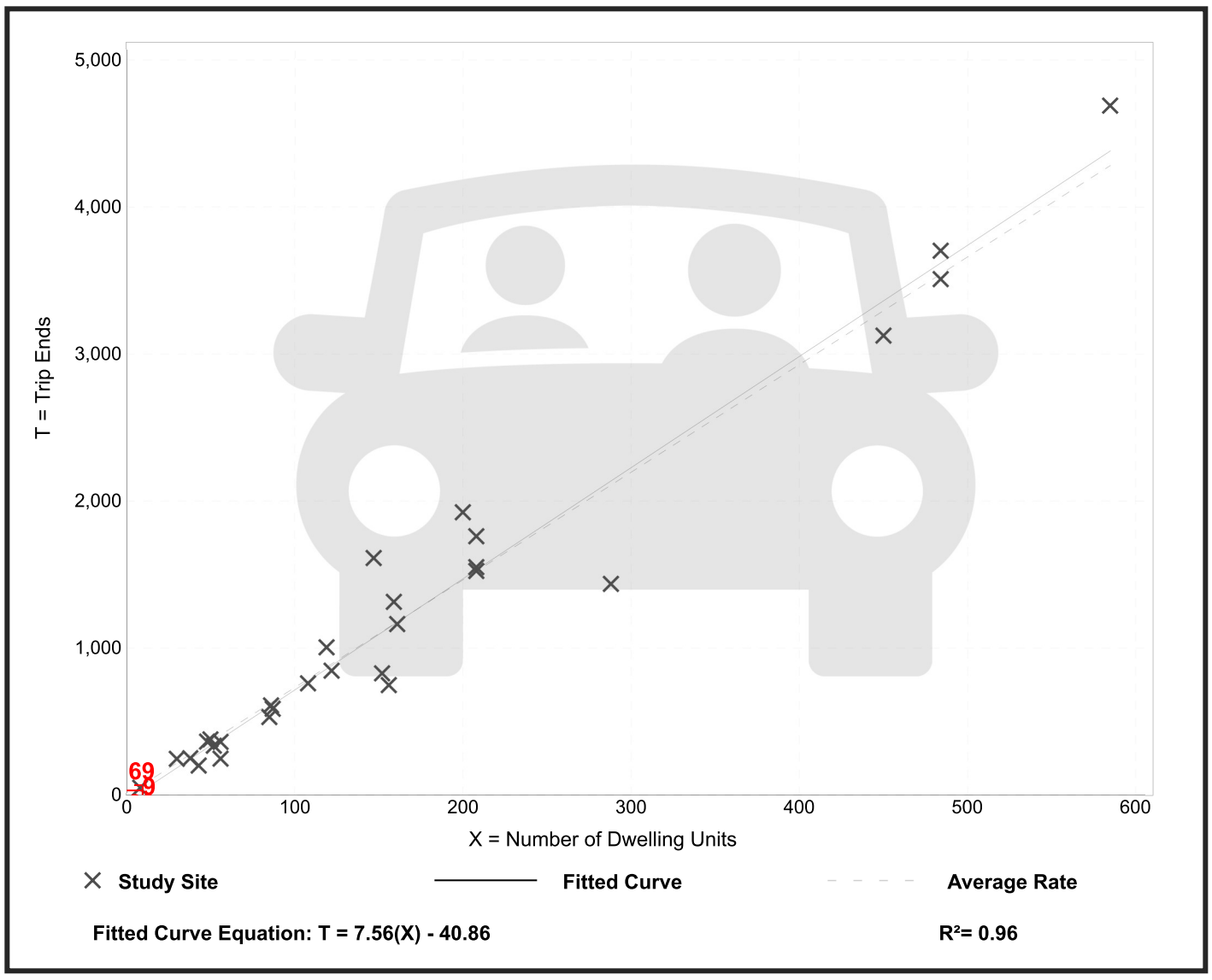
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 29
Avg. Num. of Dwelling Units: 168
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
7.32	4.45 - 10.97	1.31

Data Plot and Equation



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Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Single-Family Detached Housing
(210)

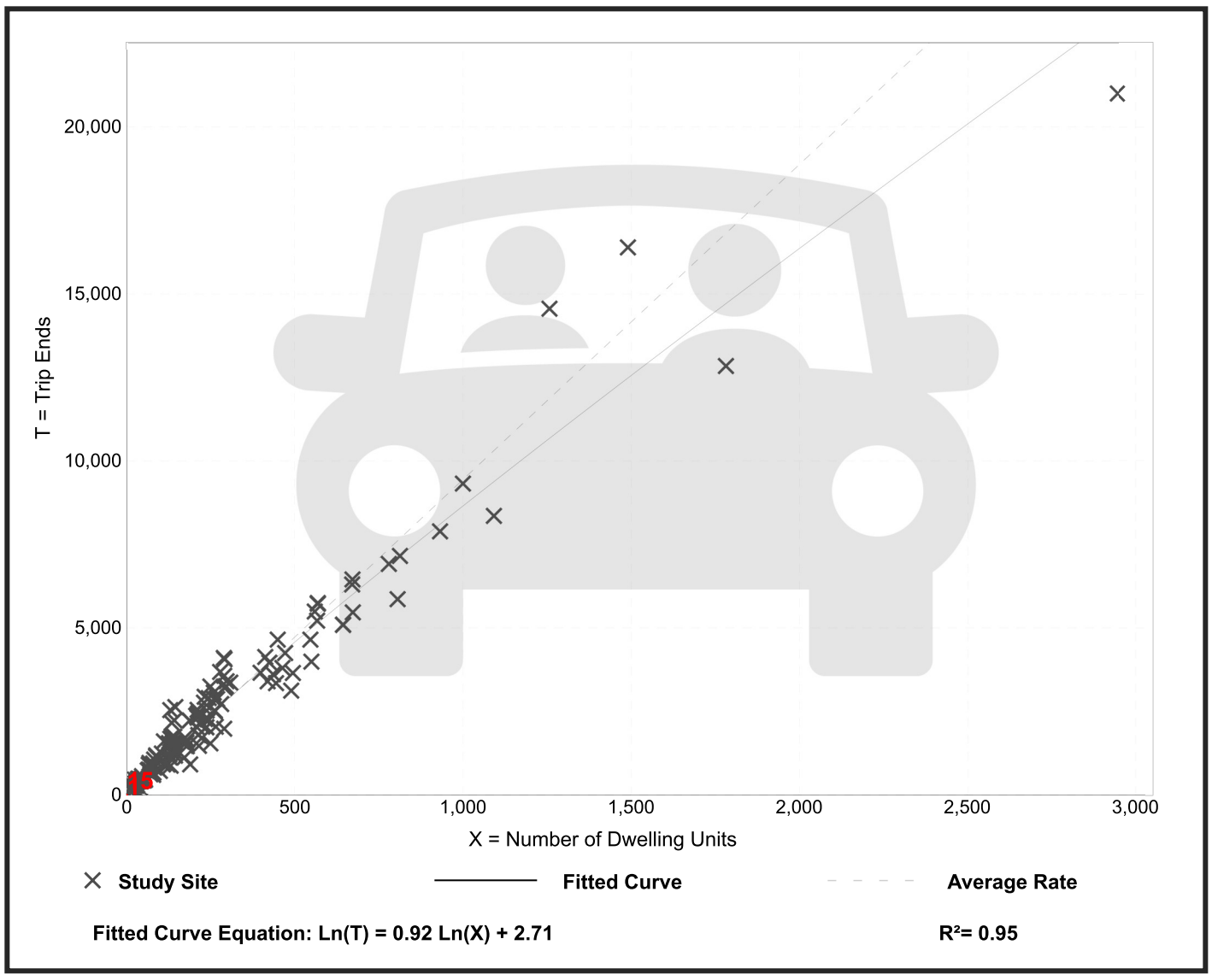
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 159
Avg. Num. of Dwelling Units: 264
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.44	4.81 - 19.39	2.10

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.92 Ln(X) + 2.71 **R^2= 0.95**

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Warehousing
(150)

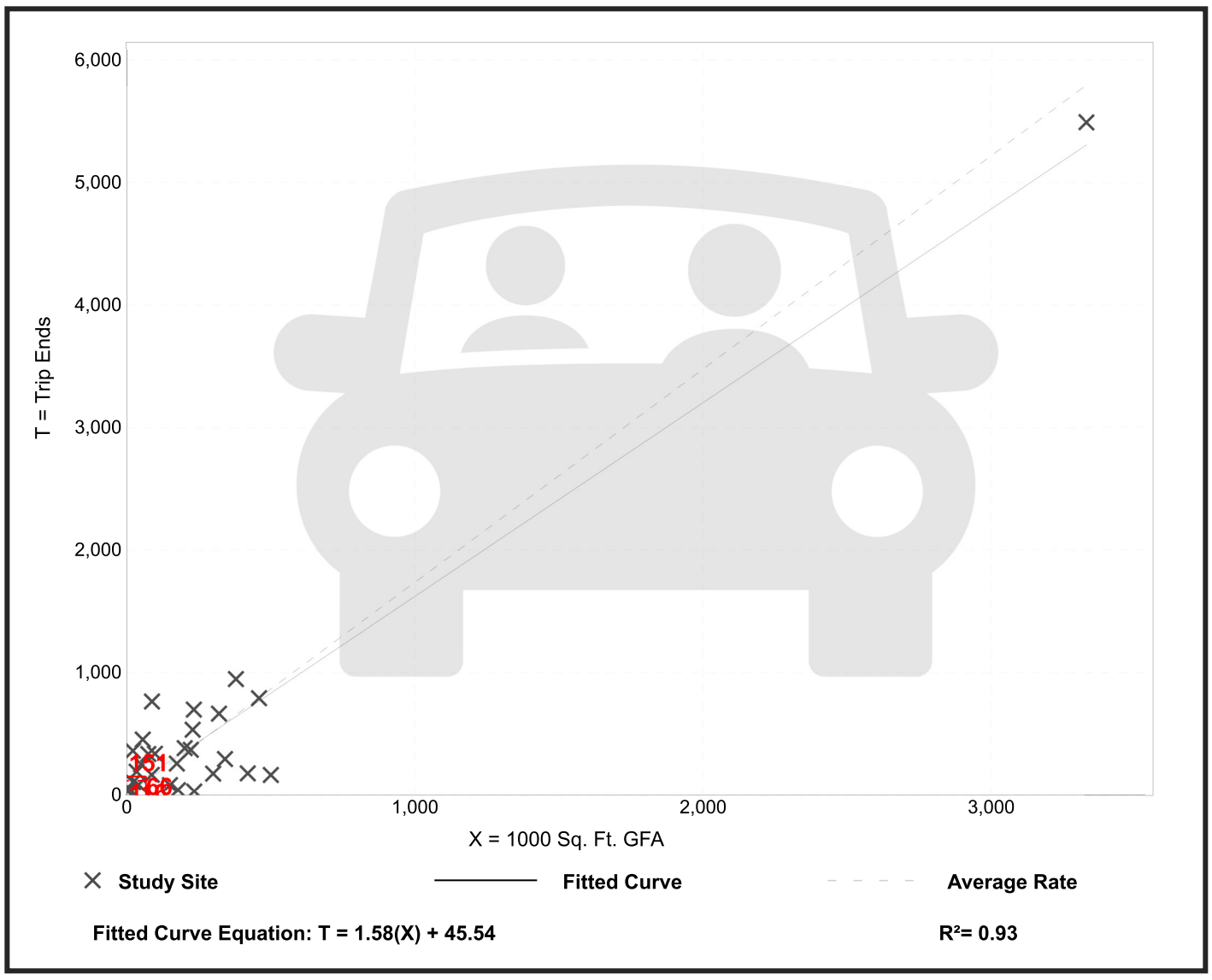
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 29
Avg. 1000 Sq. Ft. GFA: 285
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.74	0.15 - 16.93	1.55

Data Plot and Equation



Fitted Curve Equation: T = 1.58(X) + 45.54

R^2= 0.93

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))

Warehousing
(150)

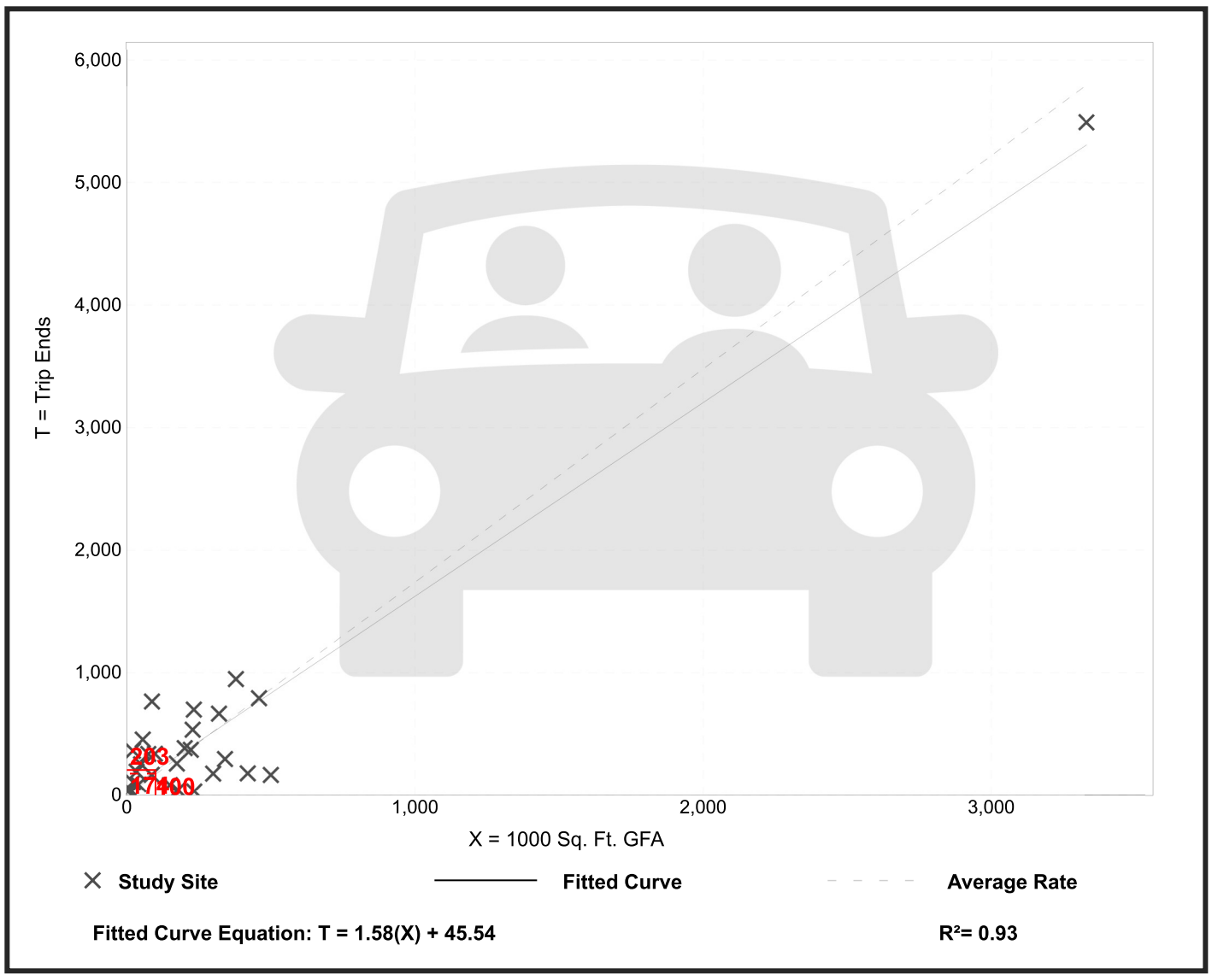
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 29
Avg. 1000 Sq. Ft. GFA: 285
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.74	0.15 - 16.93	1.55

Data Plot and Equation



Fitted Curve Equation: T = 1.58(X) + 45.54

R^2= 0.93

Attachment: Exhibit G - Infrastructure Impact Analysis (2021-O-3044 : 1012 8Th Street (Rezone and CPA))