

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MARCH 22, 2016

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John F. Capers

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Elizabeth Albert

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- A. Roll Call
- B. Invocation
- C. Pledge of Allegiance to the Flag

2. PRESENTATION - NONE**3. PUBLIC PARTICIPATION**

Pursuant to Florida Law, the public has a right to be heard on all propositions, except when the City Commission is acting on ministerial or emergency matters, or conducting a meeting exempt from Section 286.011, Florida Statutes. Public comment time on propositions shall be five (5) minutes. The public will be provided the opportunity to be heard on non-agenda matters at the end of the meeting only if the 45 minute allotted time at the beginning of the meeting has come to a close. Proper decorum will be observed.

4. APPROVAL OF MINUTES

- 1. Minutes - March 8, 2016 - Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 5)

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

- 1. Purchase of Emergency Generators
(Requested by Mark Juliano, Public Works)
- 2. Resolution Flomich Street Sidewalk: Authorization to Submit an Application to the TPO for Sidewalk Improvements of Flomich Street Between Decatur Avenue and US 1 Including Commitment of the 10% Required Local Match - Resolution 2016-R-09
(Requested by Thomas Harowski, Board of Planning and Appeals)
- 3. Resolution 15Th Street Sidewalk Improvements: Authorizing Submittal of an Application to the TPO for a Feasibility Study for Sidewalks Improvements on 15Th Street Between Nova Road and Center Avenue and Including a Commitment for 10% Matching Funds - Resolution 2016-R-10
(Requested by Thomas Harowski, Board of Planning and Appeals)
- 4. Surplus of City Assets
(Requested by Mark Juliano, Public Works)
- 5. JAG Grant 2016 Traffic Crash Investigative Equipment Contract # 2016-JAGD-VOLU-6-H4-064
(Requested by Steve Aldrich, Police)

6. REGULAR AGENDA

1. Resolution Sunrise South Park Boat Ramp Improvements - Resolution 2016-R-11
(Requested by Mark Juliano, Public Works)
2. Resolution Raw Water Main Relocation Jimmy Ann Blvd to Derbyshire
(CONSTRUCTION) - Resolution 2016-R-13
(Requested by Mark Juliano, Public Works)

7. 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 Police Pension Ordinance Amendment - Ordinance 2973 - Second and Final Reading
(Requested by Steve Aldrich, Police)

8. COMMUNICATIONS

- a. City Manager & Staff Comments
- b. City Attorney Comments
- c. Mayor's Comments
- d. District Commissioners Comments

9. 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: March 22, 2016
FROM: Valerie Manning
SUBJECT: Minutes - March 8, 2016 - Regular City Commission Meeting
NUMBER: (ID # 1298)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the March 8, 2016 regular City Commission meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the minutes as submitted.

COMMISSION GOAL:

N/A

MOTION:

AS DETERMINED BY THE CITY COMMISSION.

- Minutes - March 8, 2016 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MARCH 8, 2016

City Commission Chamber

Regular City Commission Meeting

7:00 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

Motion to excuse Commissioner Byrnes from the City Commission meeting made by Commissioner Currie, seconded by Commissioner Albert. **PASSED, 4-0.**

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Absent	
Penny Currie	District 2 - Commissioner	Present	
John F. Capers	District 3 - Commissioner	Present	
Elizabeth Albert	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

B. Invocation

The invocation was led by Pastor John Pruitt from Faith Baptist Church, Holly Hill.

C. Pledge of Allegiance to the Flag

The pledge of allegiance was led by Mayor Penny.

2. PRESENTATION - NONE

3. PUBLIC PARTICIPATION

The following individuals spoke to the Mayor and City Commission: Mike Chuven, 407 Miriam Avenue, Holly Hill, Dorothy Featherston, 109 Ridgewood Avenue, Holly Hill, Roger Healey, 1211 Charter Oaks Circle, Holly Hill.

4. APPROVAL OF MINUTES

1.

Minutes - February 23, 2016 - Workshop Minutes and Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

Attachment: Minutes - March 8, 2016 - Regular City Commission meeting (1298 : Minutes)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Currie, Capers, Albert, Penny
ABSENT:	Byrnes

Enacted and approved this 8th day of March, 2016, in Holly Hill



5. **CONSENT AGENDA - NONE**

6. **REGULAR AGENDA - NONE**

7. **PUBLIC HEARINGS**

Attorney Simpson read Ordinances 2970, 2971, and 2972 at once and each one was voted on separately for second and final reading.

Mayor Penny opened public participation. No one spoke to any of these three ordinances.

1. Ordinance

Annexation - 1011 10Th Street - Ordinance 2970 - Second and Final Reading

(Requested by Thomas Harowski, Board of Planning and Appeals)

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Currie, Capers, Albert, Penny
ABSENT:	Byrnes

ORDINANCE

Enacted and approved this 8th day of March, 2016, in Holly Hill



2. Ordinance

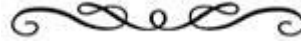
Comprehensive Plan Amendment - 1011 10Th Street - Ordinance 2971 - Second and Final Reading

(Requested by Thomas Harowski, Board of Planning and Appeals)

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Currie, Capers, Albert, Penny
ABSENT:	Byrnes

ORDINANCE

Enacted and approved this 8th day of March, 2016, in Holly Hill



3. Ordinance

Rezoning - 1011 10Th Street - Ordinance 2972 - Second and Final Reading

(Requested by Elizabeth Nelson, Board of Planning and Appeals)

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Currie, Capers, Albert, Penny
ABSENT:	Byrnes

ORDINANCE

Enacted and approved this 8th day of March, 2016, in Holly Hill



4. Ordinance

Police Pension Ordinance Amendment - Ordinance 2973 - First Reading

(Requested by Steve Aldrich, Police)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 3/22/2016 7:00 PM
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	John F. Capers, District 3 - Commissioner	
AYES:	Currie, Capers, Albert, Penny	
ABSENT:	Byrnes	



8. COMMUNICATIONS

a. City Manager & Staff Comments

Mr. Forte asked for direction from the Mayor and Commissioners as it pertains to the raw water line issue with the County and City. There was a motion made by Commissioner Currie, seconded by Commissioner Albert to allow the County to go with their low bidder, for them to issue a notice to proceed for the overall project and the City would pay the difference in the amount of \$80,000; a budget amendment would be brought back to the next City Commission meeting for approval.

Mayor Penny opened public participation. No one spoke. **PASSED, 4-0.**

Mr. Forte informed the Mayor and Commissioners that on the next agenda he will have a lease agreement for the property along Riverside Drive as it pertains to Marcy Albright's property for their consideration. Mr. Forte reminded them that there are a couple of board appointments that need to be filled by the Commission still.

b. City Attorney

None.

c. Mayor's Comments

Mayor Penny briefly discussed the food truck issue that Ms. Featherston spoke about during public participation. There was consensus for Mr. Forte to bring some information back to them for consideration on private property. Mayor Penny thanked FPL for sending over volunteers to the Boys and Girls Club last weekend to help clean and paint the facility; reminded the Commissioners about the Volusia League of Cities dinner on March 24 in Oakhill; on March 14 at Bethune-Cookman University there will be a FAITH meeting regarding the homeless issue within the County; Easter Egg Hunt next Saturday, March 19th at City Hall.

d. District Commissioners Comments

Commissioners Currie, Capers and Albert discussed what could be done to help the school kids with their reading. Commissioner Currie suggested handing out books during special events and mentioned during the Kids on The Hill event, books are handed out to the kids; suggested maybe a movie night at the YMCA with the kids or a summer camp with them.

Commissioner Albert discussed the volunteers during the summer time for the kids at the school, free tutoring is offered to the kids as well, there are many places now that offer VPK for 4 year olds now and informed everyone that Dolly Parton has that Imagination Library that she has created for the kids as well that parents can get involved with.

Commissioner Capers informed the Mayor and Commissioners that Jason Myers from Synergy Billing was in the paper again, good recognition for Holly Hill and asked about the underground utilities, when that was going to start to take place. Mr. Forte stated the first phase is running the conduit from the right of way to the buildings and once that conduit is in they will take a power line from the meter box through the underground up the pole, that will be for the next six months they will be working on that. The next phase would be the notice to proceed for the primary line which runs north and south on US1. Once that is in place then they go through and make those connections to the underground utilities. At that point, the power company will come by and top off the top of the pole which has their power on it. Then there will be Brighthouse and AT&T that have to run their conduit, that will take place during the first phase. They will come in after FPL is done and run their primary down US1 and make connection.

9. ADJOURNMENT

The meeting adjourned at approximately 7:55 pm.



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

**City Commission
Agenda Item**

MEETING DATE: March 22, 2016
FROM: Mark Juliano
SUBJECT: Purchase of Emergency Generators
NUMBER: (ID # 1297)
APPLICANT:
PLANNER:

DISCUSSION:

Approval for the purchase of two new permanent mounted emergency generators. One to be installed at the Westerly Raw Water Wellfield to power wells 13, 14, and 15, and the other to upsize the generator at Lift Station 6. The existing generator at Lift Station 6 will be moved to Well 11.

These generators are being purchased as supplied equipment to be provided to the contractor during the construction project that will be bid later. The reason is the lead time associated with obtaining the generators and the critical path on the generator at the westerly wellfield which is currently receiving emergency power via a portable generator on loan from the State of Florida. The proposed generators will provide emergency power for the designated wells and lift station when FPL power is not available.

The requested generators will be purchased utilizing Florida Sheriff's Association bid # 15-23-0904, Specification 68.

Generator 1) Caterpillar Model D100 Diesel Generator \$41,902

Generator 2) Tradewinds Model TP56-UL-FS Diesel Generator \$37,225

FISCAL ANALYSIS:

The purchase of the two generators total of \$79,127. Funding is included in the 2016 budget, \$41,902 from account 480-3010-533.63-00 and \$37,225 from 480-3020-535.63-00. By the City purchasing the generators directly from the manufacturer, we will save \$4,747.62 in sales tax.

STAFF RECOMMENDATION:

Approve the purchase of two new permanent mounted emergency generators.

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 purchase of two new permanent mounted emergency generators.

- Florida Sheriff's Association bid # 15-23-0904 (PDF)
- Cat quote (PDF)
- Tradewinds quote (PDF)

BID AWARD ANNOUNCEMENT

15-13-0904

Effective Dates:
October 1, 2015– September 30, 2016

**Cab & Chassis Trucks
& Other Fleet Equipment**

***Participating Sheriffs Offices & Local Governmental
Agencies of the State of Florida***

Coordinated By

**The
Florida Sheriffs Association
& Florida Association of Counties**



Attachment: Florida Sheriff's Association bid # 15-23-0904 (1297 : Purchase of Emergency Generators)

MEMO



FLORIDA SHERIFFS ASSOCIATION

P. O. Box 12519 • Tallahassee, FL 32317-2519

PHONE (850) 877-2165 • FAX (850) 878-8665

WEB SITE: www.flsheriffs.org

DATE: October 3, 2015

TO: **ALL PROSPECTIVE PARTICIPANTS**

FROM: Steve Casey	Peggy Goff	Drew Terpak	Annette Grissom
Executive Director	Deputy Executive Director	Business Operations Manager	Cooperative Bid Coordinator

RE: Cab & Chassis Trucks & Other Fleet Equipment **Bid Number:15-13-0904**

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 13th statewide competitive bid for vehicles which includes trucks, backhoes, motorgraders, agriculture type tractors, skid steer loaders, street sweepers, generators, and light towers. **This contract is effective beginning October 1, 2015 through September 30, 2016, as long as vehicles are available through fleet.**

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

ORDERING INSTRUCTIONS

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. 15-13-0904**. They will assist you with the placement of your order and answer any questions you may have regarding the

vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).**

Agencies ordering a Ford, General Motors, Chrysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	Type Code	FSA Code	Fleet Center Contact Numbers	
Ford	FIN Code	QE065	1-800-34-FLEET	(1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP	(1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET	(1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798	

2. **You must send a copy of the original purchase order (including FSA's Contract No. 15-13-0904) submitted to the participating dealer electronically to: COOP@flsheriffs.org**
3. **Basic information required on all purchase orders** is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. **NOTE:** The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.
4. All Cooperative Contracts include an administrative fee of .0075 or three quarters of one percent. The base price and all add options are inclusive of the administrative fee.
 - **Cab & Chassis Trucks & Other Fleet Equipment** – Dealers have included a three-quarter of one percent (.0075) administrative fee in the base price and all add options that are listed. The three quarters of one percent (.0075) will also be included in any additional equipment (add options) the dealers quote to the governmental agencies.
5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at FLEET@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.
6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific dealer. Superscripts will be a number between 1 and 4, and will correspond as follows:

1 = Western zone dealer

3 = Central zone dealer

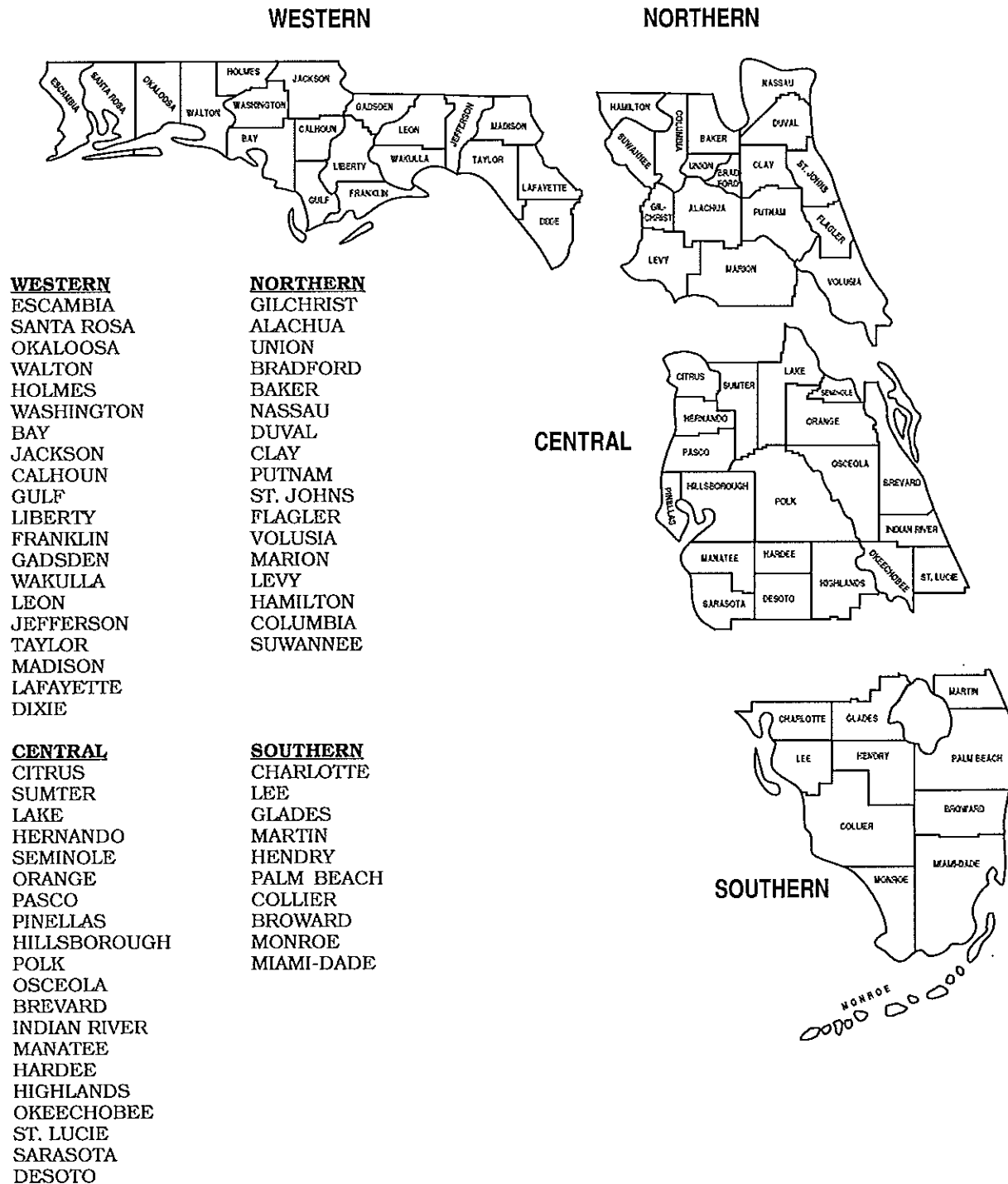
2 = Northern zone dealer

4 = Southern zone dealer

If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numerical number that applies to their awarded zones. For example, if a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to allow for an upgrade or downgrade to a manufacturer's model with a slightly different engine size or horsepower, and as such, will not be made available for purchase separate from the base vehicle.

ZONE MAP





FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

125KW GENERATOR PACKAGE SPECIFICATION #68

2016 Multiquip DCA125SSJU4I
2016 AKSA ULJ-125
2016 Generac SD130
2016 Doosan G150 WCU-3A-T4F
2016 Blue Star Power Systems JD125-02
2016 Caterpillar D125
2016 Godwin 125
2016 Tradewinds TP125
2016 Wacker G150

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. GENERATOR REQUIREMENTS:

- a. Standby duty rated at 125.0 kW, 156.3 KVA, 8 power factor.
- b. 480 volts
- c. 3 phase, 60 hertz, 1800 rpm
- d. Directly connected to the engine flywheel housing with flex coupling.
- e. Generator shall meet performance class G3 of IEC.
- f. Unit shall be in compliant to UL 2200 labeled.

2. ENGINE:

- a. Water cooled diesel engine, sized for generator set.
- b. Emission compliant engine.

3. CONTROLS:

- a. Solid state, microprocessor based generator controls.
- b. Controls shall provide all operating, monitoring and control functions for generator set.

4. ENCLOSURE/SILENCER:

- a. Complete diesel engine generator set including control panel, engine starting batteries and fuel oil tank shall be enclosed in a factory assembled water protective, sound attenuated enclosure.
- b. Critical grade silencer.
- c. Companion flanges.
- d. Flexible stainless steel exhaust.

5. FUEL TANK:

- a. Double wall sub-base tank integral to enclosure.
- b. 24 hour capacity at 100% at full load.
- c. Rupture basin with 110% capacity.
- d. Locking fuel caps.
- e. Mechanical fuel level gauge.
- f. Low fuel level alarm contact.

- g. Fuel tank rupture alarm contact.
- h. Must meet UL 142 and FDEP standards.

6. BATTERY CHARGER:

- a. Current limiting battery charger to automatically charge batteries.
- b. Charger shall be dual charge rate with automatic switching to boost rate when required.
- c. Charger shall be mounted on genset package.

7. START UP AND TESTING:

- a. Vendor must coordinate all start up and testing activities with the engineer and owner. After installation is completed by others and normal power is available, the vendor must perform a one (1) day start-up including the use of building load. The start-up technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer's requirements.

8. CONDITIONS:

- a. In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items:
- b. Initial filling of oil and antifreeze.
- c. Shrink wrap applied to the product to ensure a clean finish.
- d. During the start-up, the technician shall record the following information and provide to the owner for his records:
- e. Record Operating Voltage, Hz, Ph, and connected load (Amperage)
- f. Package information consisting of Make of generator (Cat, Wacker, or Tradewinds), Model (TJ125 TP20, DP125, etc.), Serial number of complete package, and Start-up date.
- g. Record engine and generator serial numbers.
- h. One complete set of operation and maintenance manuals.
- i. Two (2) year or 1500 hour standard standby generator warranty. Labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours.

Ring Power®
Brooksville
 352-796-4978

Daytona Beach
 386-947-3363

Gainesville
 352-371-9983

Jacksonville
 904-737-7730

Lake City
 386-755-3997

Mulberry
 863-425-4951

Ocala
 352-732-2800

Orlando
 407-855-6195

Palm Bay
 321-952-3001

Perry
 850-584-2800

Pompano Beach
 854-977-5010

Sarasota
 941-753-7535

Tallahassee
 850-562-2121

Tampa
 813-671-3700

Tarpon Springs
 727-938-1515

Date: 2/24/16

Quote Number: JB16024-1

Quote Prepared For:

CUSTOMER NAME: City of Holly Hill

CONTACT:

PHONE:

ESTIMATED SHIPPING LEAD TIME: 13-16 weeks after approved submittal

PROJECT REFERENCE: Holly Hill Wells 13, 14 & 15

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT**(1) NEW CATERPILLAR D100 DIESEL GENERATOR****CONTRACT DETAILS**

Florida Sheriff's Association

Bid # 15-13-0904

SPECIFICATION # 68, 125 kW GENERATOR PACKAGE

Effective: October 1, 2015 Through September 30, 2016

BASE MACHINE

BASE	2016 Caterpillar D125	\$40,086
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**MACHINE
SPECIFICATIONS**

Standby duty rated at 125.00 kW, 156.3 KVA, .9 power factor
 480
 Volts
 3 Phase, 60 hertz, 1800 rpm
 UL 2200 labeled
 Factory Water Protective, Sound Attenuated Enclosure (Steel)
 Double Wall - 24 hour capacity fuel tank
 Battery Charger
 Start up, testing and training (1 Day using building load)
 One (1) Complete set of Operation and Maintenance Manuals
 2 Year Stand-by Limited
 Warranty

SPECIFIED OPTIONS

DOWNGRADE TO BASE D100 CATERPILLAR DIESEL GENERATOR	
DOES NOT INCLUDE TANK, ENCLOSURE OR EXHAUST	(\$14,856)
TOTAL OF SPECIFIED OPTIONS	(\$14,856)

Ring Power®
Brooksville
 352-796-4978

Daytona Beach
 386-947-3363

Gainesville
 352-371-9983

Jacksonville
 904-737-7730

Lake City
 386-755-3997

Mulberry
 863-425-4951

Ocala
 352-732-2800

Orlando
 407-855-6195

Palm Bay
 321-952-3001

Perry
 850-584-2800

Pompano Beach
 854-977-5010

Sarasota
 941-753-7535

Tallahassee
 850-562-2121

Tampa
 813-671-3700

Tarpon Springs
 727-938-1515

**NON-SPECIFIED
OPTIONS**

120/240 Volt, Three Phase, .8 Power Factor
 250 Amp Breaker
 Coolant & Anti-Condensation Strip Heater
 Permanent Magnet Excitation \$945
 Sound Attenuated Enclosure - Aluminum - 180 MPH \$11,646

LESS 10% SHERIFF'S CONTRACT DISCOUNT **(\$1,260)**

TOTAL OF NON-SPECIFIED OPTIONS \$11,331

NON-SPECIFIED OPTIONS / (LIMITED) WARRANTY

5 Year / 2500 hour / \$0 Deductible \$1,130
 Caterpillar Platinum Extended Service Coverage

LESS 5% SHERIFF'S CONTRACT DISCOUNT **(\$57)**

TOTAL OF NON-SPECIFIED OPTIONS \$1,073

NON-SPECIFIED OPTIONS / Phoenix Custom Tank & Fuel Probe

24 Hours (250 Gallons) \$4,644
 4-20 ma Fuel probe \$650

COST PLUS 15% SHERIFF'S CONTRACT \$794

TOTAL OF NON-SPECIFIED OPTIONS \$6,088

NON-SPECIFIED OPTIONS / Complete Custom Installation

Optional Turn-key
 - installation
**SEE BUDGET
 BELOW**

COST PLUS 18% SHERIFF'S CONTRACT

TOTAL OF NON-SPECIFIED OPTIONS \$0

LESS ADDITIONAL DISCOUNT (Pass through of manufacturers temporary pricing assistance) (\$1,820)

TOTAL TRANSACTION PRICE \$41,902

NON-SPECIFIED OPTIONS / Complete Custom Installation

BUDGET Turn-key
 installation + \$14,000

Site Unseen - RPC will Confirm if service is Requested

COST PLUS 18% SHERIFF'S CONTRACT + \$2,520

TOTAL OF NON-SPECIFIED OPTIONS + \$16,520

Ring Power®
Brooksville
 352-796-4978

Daytona Beach
 386-947-3363

Gainesville
 352-371-9983

Jacksonville
 904-737-7730

Lake City
 386-755-3997

Mulberry
 863-425-4951

Ocala
 352-732-2800

Orlando
 407-855-6195

Palm Bay
 321-952-3001

Perry
 850-584-2800

Pompano Beach
 854-977-5010

Sarasota
 941-753-7535

Tallahassee
 850-562-2121

Tampa
 813-671-3700

Tarpon Springs
 727-938-1515

Exceptions & Clarifications:

NOTE:

1. The above price includes start-up, testing, and customer training (during normal business hours, Monday-Friday, 8 AM - 4PM). Equipment installation must complete and equipment ready to start-up.
2. Installation (including shipped loose accessories), labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping is provided as a Budget, Site unseen.
3. In some cases, based on the generator set package weights and dimensions, items may ship loose and must be re-assembled by the contractor on site. Those items might include the fuel tank, load frame & generator, generator enclosures, mufflers, etc...
4. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form will be provided in the Ring Power Submittal. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.
5. No sales tax included
6. Proposal is based on information supplied by the Customer.
7. No Specifications, drawings, or diagrams were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
8. Ring Power will be supplying equipment as described in the attached documentation.
9. No equipment will be ordered without an approved Purchase Order.
10. Equipment shipped will be invoiced for at the time of delivery.
11. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your generator needs

Jake Bechtol

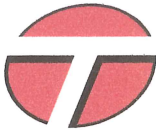
Jake Bechtol

Ring Power Corporation

Electric Power Generation & industrial Engine Sales

(407) 472-6242 Office – (407) 438-0922 Fax - (321) 288-1242 Cell

jake.bechtolt@ringpower.com



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Tel 305 592 9745 • FAX 305 592 7461

Filters
Pump Sets
Power Units
Generator Sets
Automatic Engine Controls

TO: City of Holly Hill
160 Lake Ave
1065 Ridgewood Ave
Todd Plank
386-566-7189

Quotation # TPJC23536
Feb. 16 2016

New Generator at Lift Station # 6

We are pleased to offer this Quotation as detailed below

Amount	Description	Each	Extended
1	Model TJ125 Base Awarded Tradewinds Generator Set under FSA contract No. 15-13-0904, Specification # 68	35,192	35,192
	Downgrade to Model TP56-UL-FS Tradewinds 56KW Generator Set	-2,592	-2,592
	56 KW (70 KVA) Standby, 50 KW (62.5 KVA) Prime Power (UL2200 Listed) 120/240 Volts [reconnectable], 60 Hz, Three Phase, 0.8 Power Factor Amp Load Capacity: 168; Load Bank tested. Perkins Diesel engine, Model 1104D-E44TG TIER 3 @ 1800 RPM complete with 12 Volt Electrics, Radiator & Guard Marathon Brushless Single Bearing Alternator with a PMG and DVR 2000 Automatic Voltage Regulator & Vibration Isolation Mounts Tradewinds Deluxe Digital Instrument/Control Panel with Safety Shutdowns Complete with DC Voltmeter, Hour meter, Oil and Temperature Gauges Frequency Meter, Ammeter & Voltmeter with Phase Selector Switch, Engine Cool Down Timer, Remote "E" Stop Contacts, Remote Auto Start Control, Low Fuel Level Alarm, J - 1939 Code readout, NFPA 110 Compliant, On/off Switch, 3 D.C. Breakers, 1 A.C. Breaker, and Emergency Push Button. Optional Equipment included in above pricing: Battery Rack and Cables Battery Charger installed and wired to duplex electrical box that is wired to incoming service feed with fuses. Critical Silencer mounted in front of package with vertical discharge Discharge with Exhaust and Flex Exhaust Connection Initial fill of oil and antifreeze Water and Oil drain lines with brass ball valves located inside enclosure. Heavy Duty Canister Type Air Cleaner Jacket Water Heater, Thermostatically controlled installed and wired to Duplex electrical box that is wired to incoming service feed with fuses. Enclosure constructed from a continuous roof, .090 aluminum, White powder coat paint, stainless steel hardware, and keyed alike doors. 150 gallon UL142 sub base fuel tank 100amp, Circuit Breaker main Disconnect 80% rated UL listed Full Load Factory test One (1) complete operation and maintenance manual Two (2) year, Standby Warranty IT1100-150-FS Delete option Specify \$35,192 -\$35,100 = \$92.00 per amp Adder for following Extend existing concrete pad. Set new generator. Splice and re-terminate exciting conductors to generator and exciting 100 amp ATS. 92.00 + 100amps = (9,200.00) % Discount Discount applied for non contract item. Discount applied to install for site specific installation of use of old ATS and existing conduit.	35,100	
	Subtotal		\$37,225
	Shipping to Holly Hill		Inc.
	Start Up and Test		Inc.
	Total		\$37,225.00
	Price Validity: 45 days; 15% Cancellation Charge for Restocking.		
	State & Local Tax as Applicable		
	Estimated Shipping date from receipt of order: 10 Weeks		

John Carey



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

**City Commission
Resolution**

MEETING DATE: March 22, 2016
FROM: Thomas Harowski
SUBJECT: Flomich Street Sidewalk: Authorization to Submit an Application to the TPO for Sidewalk Improvements of Flomich Street Between Decatur Avenue and US 1 Including Commitment of the 10% Required Local Match - Resolution 2016-R-09
NUMBER: (ID # 1300)
APPLICANT: Thomas Harowski
PLANNER:

This project is the fifth sidewalk project the City has submitted to improve sidewalks in the area of the Holly Hill School. The feasibility study is the first step in moving projects through the funding system.

ATTACHMENTS:

- Flomich Street Phase 2 Application Package (PDF)

Resolution No. (ID # 1300)**FLOMICH STREET SIDEWALK: AUTHORIZATION TO SUBMIT AN APPLICATION TO THE TPO FOR SIDEWALK IMPROVEMENTS OF FLOMICH STREET BETWEEN DECATUR AVENUE AND US 1 INCLUDING COMMITMENT OF THE 10% REQUIRED LOCAL MATCH - RESOLUTION 2016-R-09****RESOLUTION 2016-R-09**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SUBMITTAL OF AN APPLICATION TO THE VOLUSIA TRANSPORTATION PLANNING ORGANIZATION FOR BICYCLE/PEDESTRIAN FUNDING FOR THE FLOMICH STREET PHASE 2 SIDEWALK PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there currently exists a need to construct improved sidewalk on Flomich Street between Decatur Avenue and Ridgewood Avenue; and

WHEREAS, the Volusia TPO has issued a call for projects for Bicycle/Pedestrian Projects; and

WHEREAS, the City of Holly Hill desires to submit the project for funding consideration.

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

Section 1. The City Commission of the City of Holly Hill hereby authorizes the submittal of an application for funding through the Volusia TPO for a feasibility study for a sidewalk project on Flomich Street between Decatur Avenue and Ridgewood Avenue.

Section 2. The City Commission of the City of Holly Hill hereby commits to the provision of ten (10%) percent of the feasibility study funds required for the project.

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.



2016 Application for Project Prioritization – FEASIBILITY STUDY

Bicycle/Pedestrian and B/P Local Initiatives Projects

Project Title: Flomich Street Sidewalk Phase 2

Applicant (project sponsor): City of Holly Hill **Date:** April 1, 2016

Contact Person: Thomas Harowski **Job Title:** City Planner

Address: 1065 Ridgewood Avenue Holly Hill, FL 32117

Phone: (386) 248-9424 **FAX:** (386) 248-9448

E-mail: tharowski@hollyhillfl.org

Governmental entity with maintenance responsibility for roadway facility on which proposed project is located: City of Holly Hill

[If not the same as Applicant, attach letter of support for proposed project from the responsible entity. This letter of support must include a statement describing the responsible entity's expectations for maintenance of the proposed improvements, i.e., what the applicant's responsibility will be.]

Priority of this proposed project relative to other applications submitted by the Applicant: 5

Project Description: Improve sidewalk on both sides of Flomich Street from Decatur Street to US 1

Project Location (include project length and termini, if appropriate, and attach location map): The project extends along approximately 2,700 linear feet of Flomich Street from Decatur Avenue (end of Phase 1) to Ridgewood Avenue.

Project Eligibility for Federal Funds (check the appropriate box):

- ☒ the proposed improvement is located on the Federal-aid system;
- ☐ the proposed improvement is **not** located on the Federal-aid system, but qualifies as a type of improvement identified in 23 U.S.C. §133 that is not restricted to the Federal-aid system.

Project Purpose and Need Statement:

In the space provided below, describe the purpose and need for this proposed project. It is very important that the Purpose and Need Statement is clear and complete. It will be the principle consideration in ranking the project application for a feasibility study. It must convince the public and decision-makers that the

expenditure of funds is necessary and worthwhile and that the priority the project is being given relative to other needed transportation projects is warranted. The Purpose and Need Statement will also help to define the scope for the feasibility study, the consideration of alternatives (if appropriate), and project design.

The purpose is analogous to the problem. It should focus on particular issues regarding the transportation system (e.g., mobility and/or safety). Other important issues to be addressed by the project should be identified as ancillary benefits. The purpose should be stated in one or two sentences as the positive outcome that is expected. For example, "The purpose is to provide a connection between a park and a school." It should avoid stating a solution as a purpose, such as: "The purpose of the project is to add a sidewalk." It should be stated broadly enough so that no valid solutions will be dismissed prematurely.

The need should establish the evidence that the problem exists, or will exist if anticipated conditions are realized. It should support the assertion made in the Purpose Statement. For example, if the Purpose Statement is based on safety improvements, the Need Statement should support the assertion that there is or will be a safety problem to be corrected. When applying for a feasibility study, you should support your Need Statement with the best available evidence. However, you will not be expected to undertake new studies.

The Purpose and Need Statement should address all of the following Priority Criteria:

1. **Proximity to Community Assets:** this measure will estimate the potential demand of bicyclists and pedestrians based on the number of productions or attractions the facility may serve within a one (1) mile radius for Shared Use Paths or a one-half (½) mile radius for Sidewalks. A maximum of 20 points will be assessed.
2. **Connectivity and Accessibility:** this measure considers the gaps that exist in the current network of bike lanes, bike paths and sidewalks. The measurement will assess points based on the ability of the proposed project to join disconnected networks or complete fragmented facilities. A maximum of 20 points will be assessed.
3. **Safety/Security:** this measure provides additional weight to applications that have included safety as a component of the overall project and includes school locations identified as hazardous walking/biking zones and areas with significant numbers of safety concerns. A maximum of 25 points will be assessed.
4. **Contribution to "Livability" and Sustainability in the Community:** this measure considers factors that have an impact on "livability" and sustainability in the community. A maximum of 10 points will be assessed.
5. **Enhancements to the Transportation System:** this measure considers the demonstrated and defensible relationship to surface transportation. A maximum of 10 points will be assessed.
6. **Public Support/Special Considerations:** describe whether the proposed facility has public support and provide documentation (e.g., letters of support/signed petitions/public comments from community groups, homeowners associations, school administrators). Describe any special issues or concerns that are not being addressed by the other criteria. A maximum of 5 points will be assessed.
7. **Local Matching Funds > 10%:** if local matching funds greater than 10% of the estimated project cost are available, describe the local matching fund package in detail. A maximum of 10 points will be assessed.

Commentary: *Refer to the attached report.*

FLOMICH STREET PHASE 2 SIDEWALK PROJECT

CITY OF HOLLY HILL

The City of Holly Hill is proposing a sidewalk project on Flomich Street to provide improved service to students walking to the Holly Hill School and other pedestrians using the sidewalk between Center Avenue and Ridgewood Avenue. This project is the second phase of proposed sidewalk improvements between Nova Road and Ridgewood Avenue. (The formal limits of the phase are between Decatur Avenue and Ridgewood Avenue.) Phase 1 has completed the feasibility study and is awaiting design and right-of-way funding. Currently the sidewalk is in poor condition and has some gaps that need to be addressed. Often the sidewalk is very close to the driving lane. These hazardous conditions impact students going to and from school and pedestrians in general. The Flomich Street sidewalk also links residential areas to employment, shopping and transit. A location map showing the proposed project limits is attached.

This sidewalk is part of a group of planned sidewalk improvements intended to serve the Holly Hill School and the surrounding neighborhoods. These improvements include the first phase section on Flomich Street and two sections on Center Avenue and the 15th Street project as well as the subject project. The western section of Flomich Street is currently awaiting design funding while the other sections are awaiting feasibility review. The Flomich Street Phase 2 project is the fifth ranked priority among these projects. We have attached a map showing the planned sidewalk projects. This application also includes a graphic showing the location of students who are within the walk zone for the Holly Hill School. This school is the first or second ranked school in the Volusia County system in terms of the percentage and number of students who walk or bike to school. Fifty-nine percent of the Holly Hill School students are within one-quarter mile of this sidewalk network and over 95% fall within the two-mile walk zone. A complete and effective sidewalk network is an essential support for the safety of these students.

Proximity to Community Assets

The community assets map identifies the location of the Flomich Street Phase 2 project in relation to the Holly Hill School, residential neighborhoods, employment, neighborhood level commercial and shopping centers. The proposed project will improve connections to sidewalk networks along Ridgewood Avenue and along Center Avenue as well as providing an improved connection to the school.

Connectivity and Accessibility

The improved sidewalk network will improve access to the Holly Hill School for children accessing the school on foot or by bicycle. It will connect residential neighborhoods with

shopping and employment opportunities, and it will improve access to mass transit. The community assets map shows the close relationship of the proposed sidewalk to public facilities, commercial areas and residential neighborhoods. The attached Votran route maps for Route 3 and Route 5 demonstrate that the proposed project will connect to these routes. Improved sidewalks will support access to transit.

Safety and Security

As noted previously, students using the existing sidewalks must walk close to traffic lanes on a roadway that has relatively high traffic volumes including a significant level of truck traffic. Often these students are making this trip in the early morning hours when visibility for drivers is limited. An improved sidewalk network will improve these conditions.

The Holly Hill Police Department expends substantial manpower in support of students walking to and from school. The normal manpower allocation is three officers for two hours each day when officers are present to keep students on the sidewalks. A continuous sidewalk network (including the proposed project and the other project improvements shown on the sidewalk network graphic) will help the officers in this task.

The TPO conducted a safety study for the then Holly Hill Elementary School in 2007. Flomich Street was named as a specific project within an overall network improvement. The report states:

The majority of streets within the walk zone have narrow rights of way and were designed to accommodate motorists. Many sidewalks are placed directly adjacent to the roadway and flush with pavement. Drainage ditches or swales are often located where the sidewalks should be. Substantial resources will be required to correct the sidewalk connectivity throughout the walk zone.

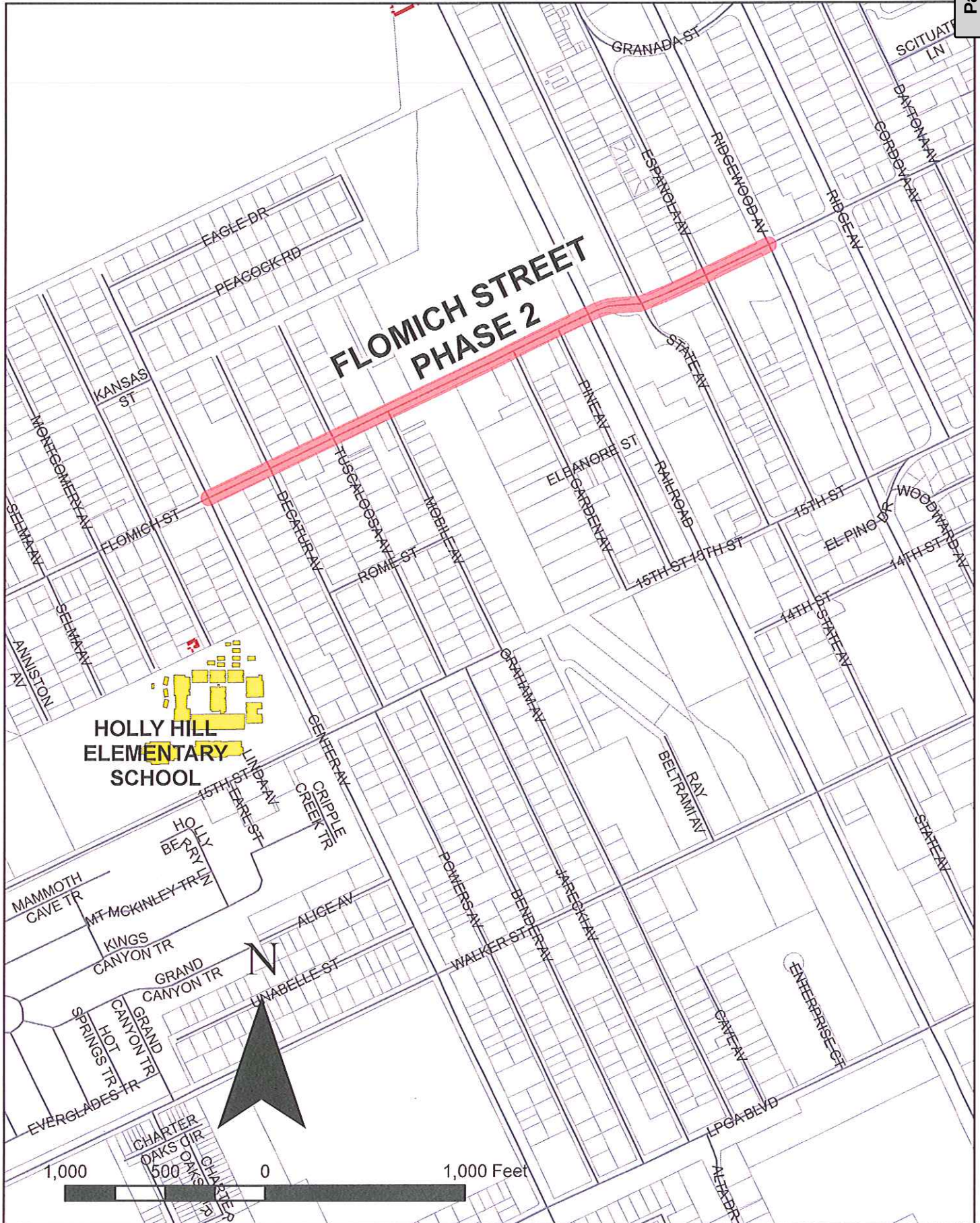
The Bicycle and Pedestrian Master Plan within this report should be used as a starting point for planning, funding and implementing a connected sidewalk system to serve students attending Holly Hill Elementary and Holly Hill Middle School. [Note: both of these schools are now combined on the former elementary school site.] Sidewalks along both side of Flomich Street, Center Avenue, Walker Street and 15th Street should be a high priority for the City of Holly Hill.

Proper sidewalks will address the safety issues noted in the TPO report.



CITY OF HOLLY HILL, FLORIDA

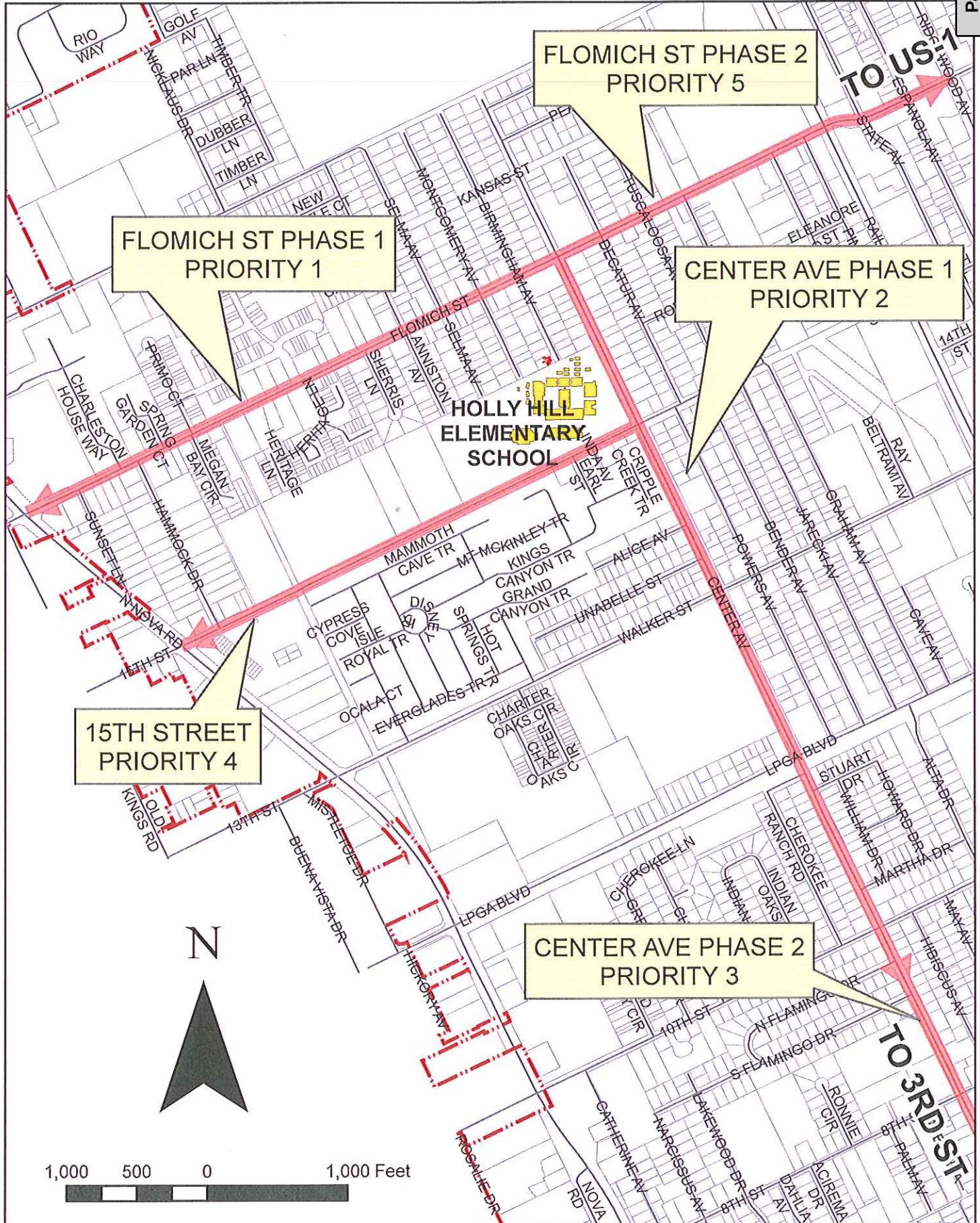
FLOMICH STREET PHASE 2 LOCATION





City of Holly Hill, Florida

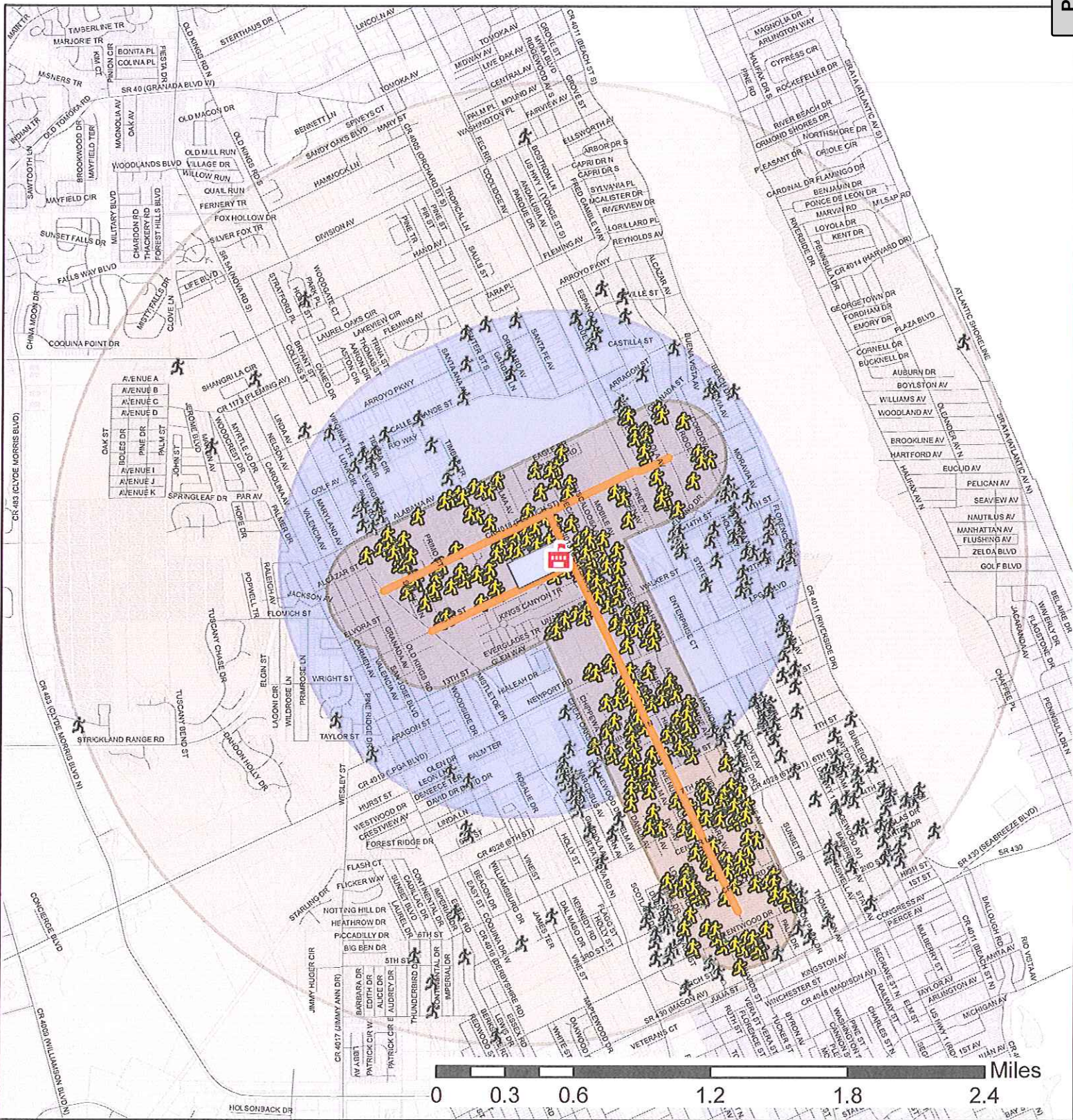
Holly Hill Elementary Bike/Ped Support Plan





Analysis Based on the 20 day Enrollments for 2015-2016 School Year

Students within the Walk Zone and Living .25 miles from the Proposed Sidewalks



Holly Hill School

sy1516_proposed sidewalk study segments



sy1516_564 of 958 Students within .25 mile of proposed sidewalks



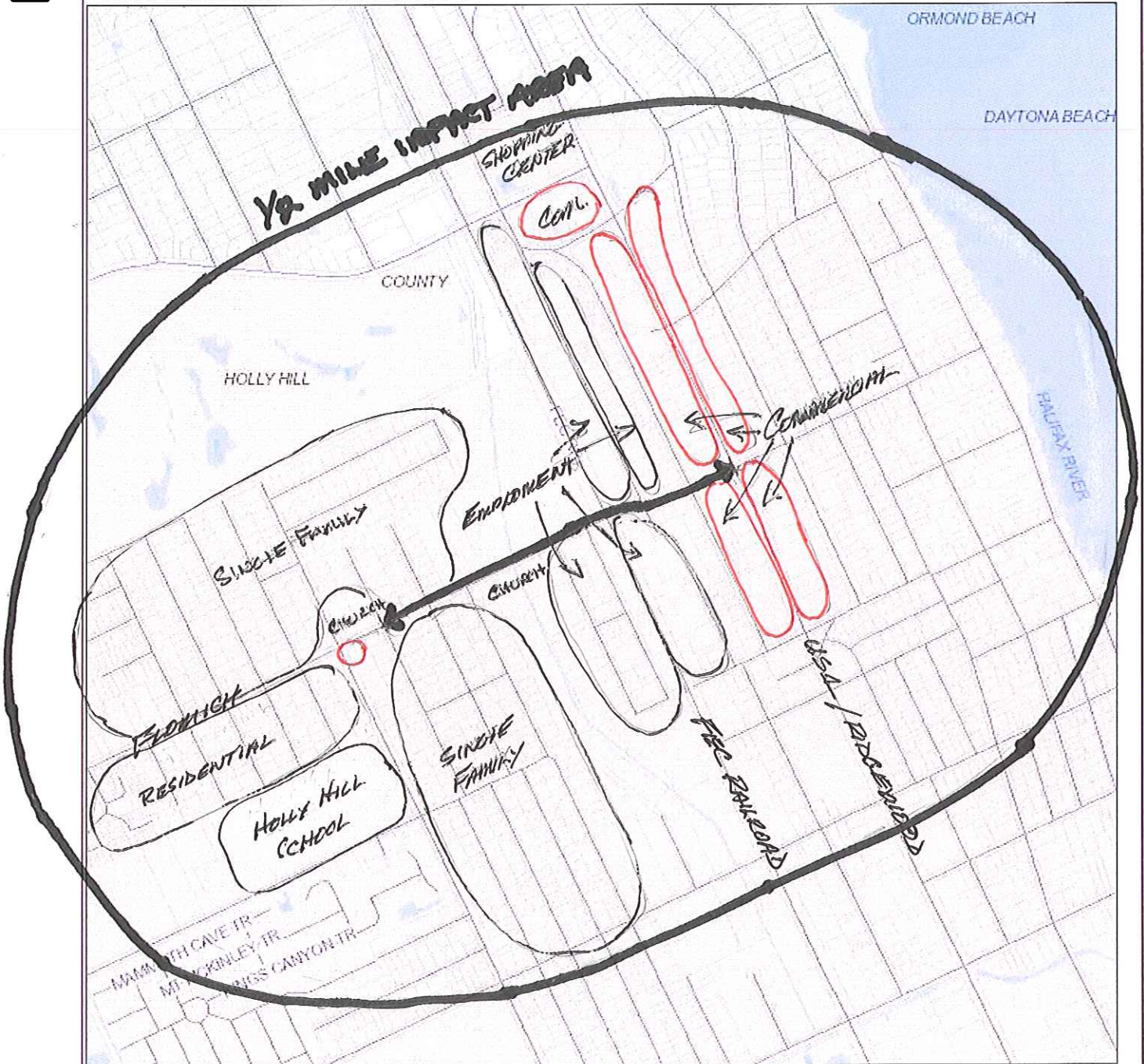
sy1516_916 of 958 Students within a two mile radius of the Holly Hill School

sy1516 quartermile buffer hollyhill

0 - 1 Mile Bike/Ped zone

1 - 2 Mile Bike/Ped zone

FLOMICH PHASE 2 COMMUNITY



Scale 1:12,000 - 1 in = 1,000 ft
 Date Created:
 23-Feb-16 06:45 PM

PROTECT LIMITS

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of his information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
 SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER

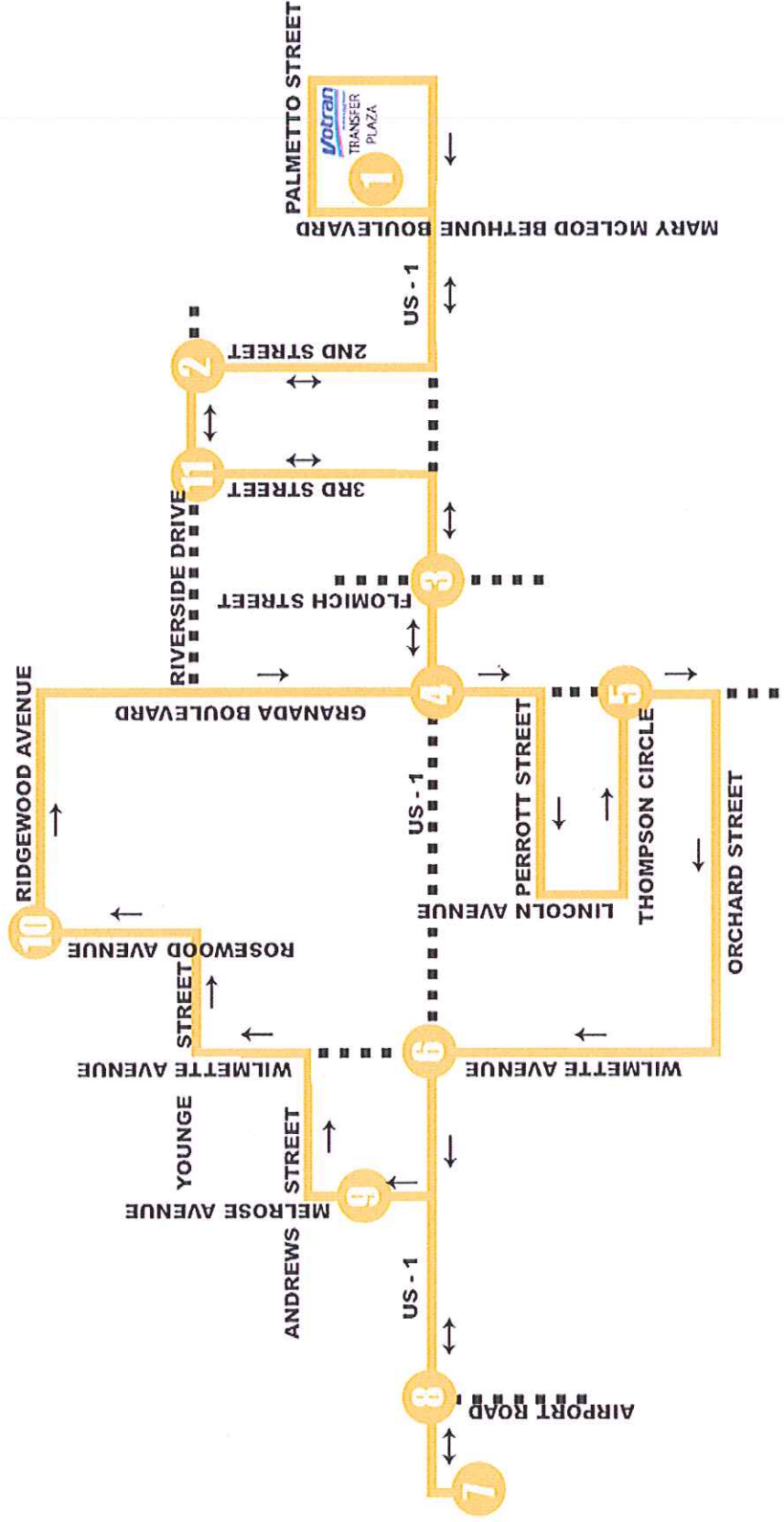
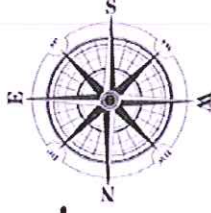


ROUTE 3A - North Ridgewood

Serving:

- 1 Transfer Plaza
- 2 2nd Street/Riverside Drive
- 3 US - 1/Flomich Street
- 4 US - 1/Granada Boulevard
- 5 Granada Boulevard/Thompson Creek
- 6 US - 1/Wilmette Avenue

- 7 Hawaiian Tropic
- 8 US - 1/Airport Road
- 9 Ormond Senior Center
- 10 Ridgewood Avenue/Rosewood Street
- 11 3rd Street/Riverside Drive

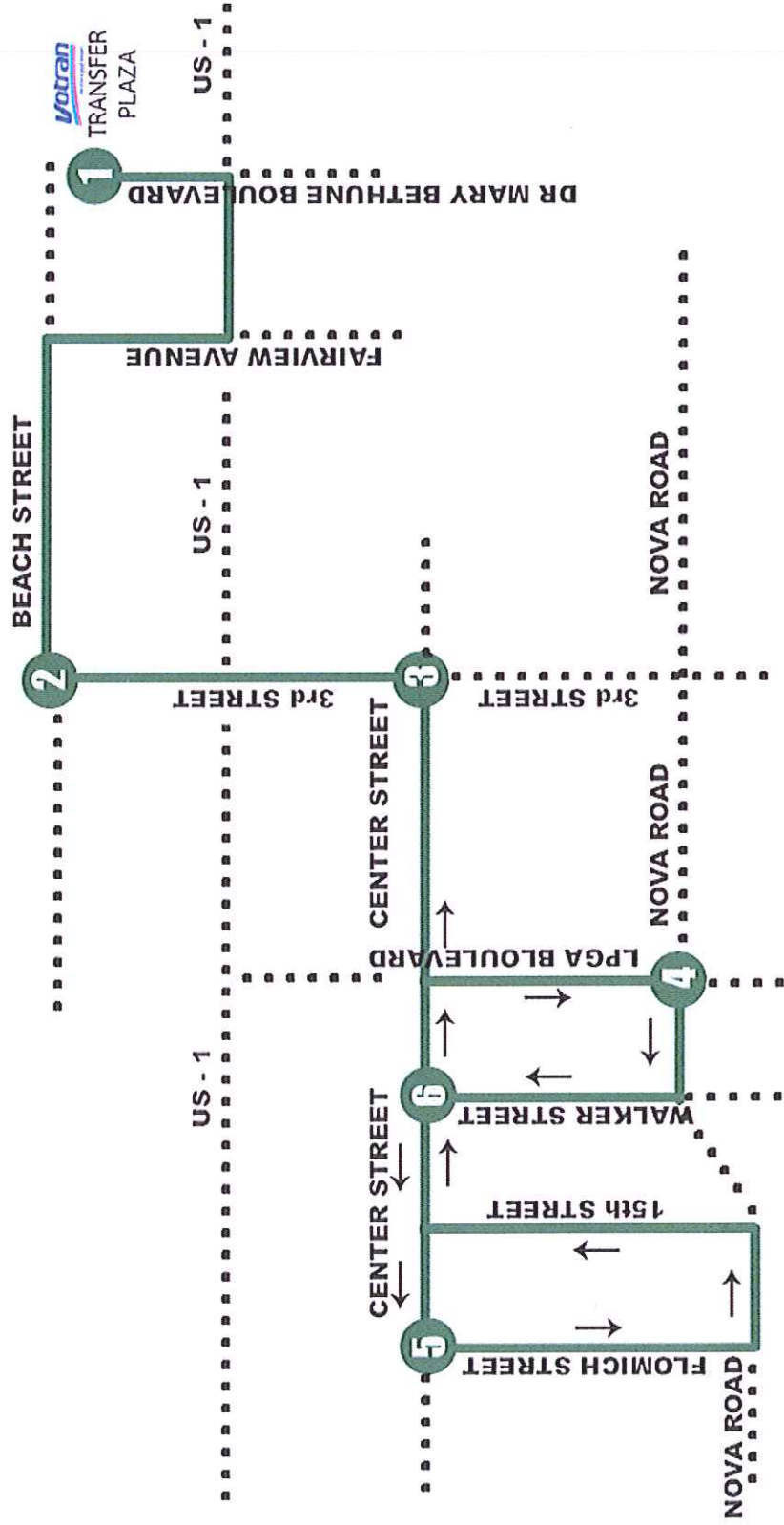
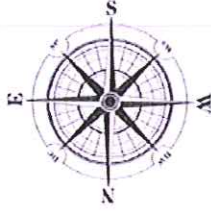




ROUTE 5 - CENTER STREET

Serving:

- 1 Transfer Plaza
- 2 3rd Street/Riverside Drive
- 3 3rd Street/Center Street
- 4 LPGA Boulevard/Nova Road
- 5 Center Street/Flomich Street
- 6 Nova Road and Flomich Street





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

**City Commission
Resolution**

MEETING DATE: March 22, 2016
FROM: Thomas Harowski
SUBJECT: 15Th Street Sidewalk Improvements: Authorizing Submittal of an Application to the TPO for a Feasibility Study for Sidewalks Improvements on 15Th Street Between Nova Road and Center Avenue and Including a Commitment for 10% Matching Funds - Resolution 2016-R-10
NUMBER: (ID # 1299)
APPLICANT: Thomas Harowski
PLANNER:

This application is part of our program to improve sidewalks on local streets serving the Holly Hill School. This application is the fourth project submitted by the City for funding. The application is attached.

ATTACHMENTS:

- 15th Street Application Package (PDF)

Resolution No. (ID # 1299)**15TH STREET SIDEWALK IMPROVEMENTS: AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE TPO FOR A FEASIBILITY STUDY FOR SIDEWALKS IMPROVEMENTS ON 15TH STREET BETWEEN NOVA ROAD AND CENTER AVENUE AND INCLUDING A COMMITMENT FOR 10% MATCHING FUNDS - RESOLUTION 2016-R-10****RESOLUTION 2016-R-10**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SUBMITTAL OF AN APPLICATION TO THE VOLUSIA TRANSPORTATION PLANNING ORGANIZATION FOR BICYCLE/PEDESTRIAN FUNDING FOR THE 15th STREET SIDEWALK PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there currently exists a need to construct improved sidewalk on 15th Street between Nova Road and Center Avenue; and

WHEREAS, the Volusia TPO has issued a call for projects for Bicycle/Pedestrian Projects; and

WHEREAS, the City of Holly Hill desires to submit the project for funding consideration.

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

Section 1. The City Commission of the City of Holly Hill hereby authorizes the submittal of an application for funding through the Volusia TPO for a feasibility study for a sidewalk project on 15th Street between Nova Road and Center Avenue.

Section 2. The City Commission of the City of Holly Hill hereby commits to the provision of ten (10%) percent of the feasibility study funds required for the project.

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.



2016 Application for Project Prioritization – FEASIBILITY STUDY

Bicycle/Pedestrian and B/P Local Initiatives Projects

Project Title: 15th Sidewalk Improvement

Applicant (project sponsor): City of Holly Hill **Date:** April 1, 2016

Contact Person: Thomas A. Harowski **Job Title:** City Planner

Address: 1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9424 **FAX:** (386) 248-9448

E-mail: tharowski@hollyhillfl.org

Governmental entity with maintenance responsibility for roadway facility on which proposed project is located: City of Holly Hill

[If not the same as Applicant, attach letter of support for proposed project from the responsible entity. This letter of support must include a statement describing the responsible entity's expectations for maintenance of the proposed improvements, i.e., what the applicant's responsibility will be.]

Priority of this proposed project relative to other applications submitted by the Applicant: 4

Project Description: Add and improve sidewalks on both sides of 15th Street between Nova Road and Center Avenue

Project Location (include project length and termini, if appropriate, and attach location map): Project encompasses about 3,600 linear feet of 15th Street between Nova Road and Center Avenue.

Project Eligibility for Federal Funds (check the appropriate box):

- ☐ the proposed improvement is located on the Federal-aid system;
- ☒ the proposed improvement is **not** located on the Federal-aid system, but qualifies as a type of improvement identified in 23 U.S.C. §133 that is not restricted to the Federal-aid system.

Project Purpose and Need Statement:

In the space provided below, describe the purpose and need for this proposed project. It is very important that the Purpose and Need Statement is clear and complete. It will be the principle consideration in ranking the project application for a feasibility study. It must convince the public and decision-makers that the

expenditure of funds is necessary and worthwhile and that the priority the project is being given relative to other needed transportation projects is warranted. The Purpose and Need Statement will also help to define the scope for the feasibility study, the consideration of alternatives (if appropriate), and project design.

The purpose is analogous to the problem. It should focus on particular issues regarding the transportation system (e.g., mobility and/or safety). Other important issues to be addressed by the project should be identified as ancillary benefits. The purpose should be stated in one or two sentences as the positive outcome that is expected. For example, "The purpose is to provide a connection between a park and a school." It should avoid stating a solution as a purpose, such as: "The purpose of the project is to add a sidewalk." It should be stated broadly enough so that no valid solutions will be dismissed prematurely.

The need should establish the evidence that the problem exists, or will exist if anticipated conditions are realized. It should support the assertion made in the Purpose Statement. For example, if the Purpose Statement is based on safety improvements, the Need Statement should support the assertion that there is or will be a safety problem to be corrected. When applying for a feasibility study, you should support your Need Statement with the best available evidence. However, you will not be expected to undertake new studies.

The Purpose and Need Statement should address all of the following Priority Criteria:

1. **Proximity to Community Assets:** this measure will estimate the potential demand of bicyclists and pedestrians based on the number of productions or attractions the facility may serve within a one (1) mile radius for Shared Use Paths or a one-half (½) mile radius for Sidewalks. A maximum of 20 points will be assessed.
2. **Connectivity and Accessibility:** this measure considers the gaps that exist in the current network of bike lanes, bike paths and sidewalks. The measurement will assess points based on the ability of the proposed project to join disconnected networks or complete fragmented facilities. A maximum of 20 points will be assessed.
3. **Safety/Security:** this measure provides additional weight to applications that have included safety as a component of the overall project and includes school locations identified as hazardous walking/biking zones and areas with significant numbers of safety concerns. A maximum of 25 points will be assessed.
4. **Contribution to "Livability" and Sustainability in the Community:** this measure considers factors that have an impact on "livability" and sustainability in the community. A maximum of 10 points will be assessed.
5. **Enhancements to the Transportation System:** this measure considers the demonstrated and defensible relationship to surface transportation. A maximum of 10 points will be assessed.
6. **Public Support/Special Considerations:** describe whether the proposed facility has public support and provide documentation (e.g., letters of support/signed petitions/public comments from community groups, homeowners associations, school administrators). Describe any special issues or concerns that are not being addressed by the other criteria. A maximum of 5 points will be assessed.
7. **Local Matching Funds > 10%:** if local matching funds greater than 10% of the estimated project cost are available, describe the local matching fund package in detail. A maximum of 10 points will be assessed.

Commentary: *See Attached Report.*

15th STREET SIDEWALK PROJECT

CITY OF HOLLY HILL

The City of Holly Hill is proposing a sidewalk project on 15th Street to provide continuous service to students walking to the Holly Hill School by completing sidewalk of both sides of 15th Street between Nova Road and Center Avenue. Currently the sidewalk is on the south side of the road at the west end and on the north side of the road on the east end of the project limits. Pedestrians need to cross 15th Street about mid-way along the project length. This creates a hazardous condition, especially for students going to and from school, and for pedestrians in general. At various times of the year student pedestrian activity occurs when it is still dark. While the City desires to have a continuous sidewalk on both sides of 15th Street, a continuous linkage on the north side of the road would be an important improvement. The feasibility study should look at both options. A location map showing the proposed project limits is attached.

This sidewalk is part of a group of planned sidewalk improvements intended to serve the Holly Hill School and the surrounding neighborhood. These improvements include two sections on Flomich Street and two sections on Center Avenue as well as the 15th Street project. The western section of Flomich Street is currently awaiting design funding while the other sections are awaiting feasibility review. The 15th Street project is the fourth ranked priority among these projects. We have attached a map showing the planned sidewalk projects. This application also includes a graphic showing the location of students who are within the walk zone for the Holly Hill School. This school is the first or second ranked school in the Volusia County system in terms of the percentage and number of students who walk or bike to school. Fifty-nine percent of the Holly Hill School students are within one-quarter mile of this sidewalk network and over 95% fall within the two-mile walk zone. A complete and effective sidewalk network is an essential support for the safety of these students.

Proximity to Community Assets

The community assets map identifies the location of the 15th Street project in relation to the Holly Hill School, multi-family and single family residential neighborhoods, neighborhood level commercial and shopping centers. The proposed project will improve connections to sidewalk networks along Nova Road and along Center Avenue as well as providing direct connection to the school. The project will also directly serve the 127-unit Holly Point Apartments which is a low and moderate income family housing project. There is also a planned office employment center within the half-mile radius that may provide a walk-to employment opportunity along with the other commercial neighborhoods.

Connectivity and Accessibility

The improved sidewalk network will improve access to the Holly Hill School for children accessing the school on foot or by bicycle. It will connect residential neighborhoods with shopping and employment opportunities, and it will improve access to mass transit. The community assets map shows the close relationship of the proposed sidewalk to public facilities, commercial areas and residential neighborhoods. The attached Votran route map shows the 5 Route that uses 15th Street as one leg of the route. Improved sidewalks will support access to transit.

Safety and Security

As noted previously, students using the existing sidewalk network of 15th Street must cross from the south side to the north side of the road if they are coming from the western end of the link. Often these students are making this trip in the early morning hours when visibility for drivers is limited. If the students walk along the verge of the road rather than on the sidewalk, they must contend with open ditches. A continuous sidewalk network at least on the north side of the road will improve these conditions.

The Holly Hill Police Department expends substantial manpower in support of students walking to and from school. The normal manpower allocation is three officers for two hours each day when officers are present to keep students on the sidewalks. A continuous sidewalk network (including the proposed project and the other project improvements shown on the sidewalk network graphic) will help the officers in this task.

The TPO conducted a safety study for the then Holly Hill Elementary School in 2007. Fifteenth Street was named as a specific project within an overall network improvement. The report states:

The majority of streets within the walk zone have narrow rights of way and were designed to accommodate motorists. Many sidewalks are placed directly adjacent to the roadway and flush with pavement. Drainage ditches or swales are often located where the sidewalks should be. Substantial resources will be required to correct the sidewalk connectivity throughout the walk zone.

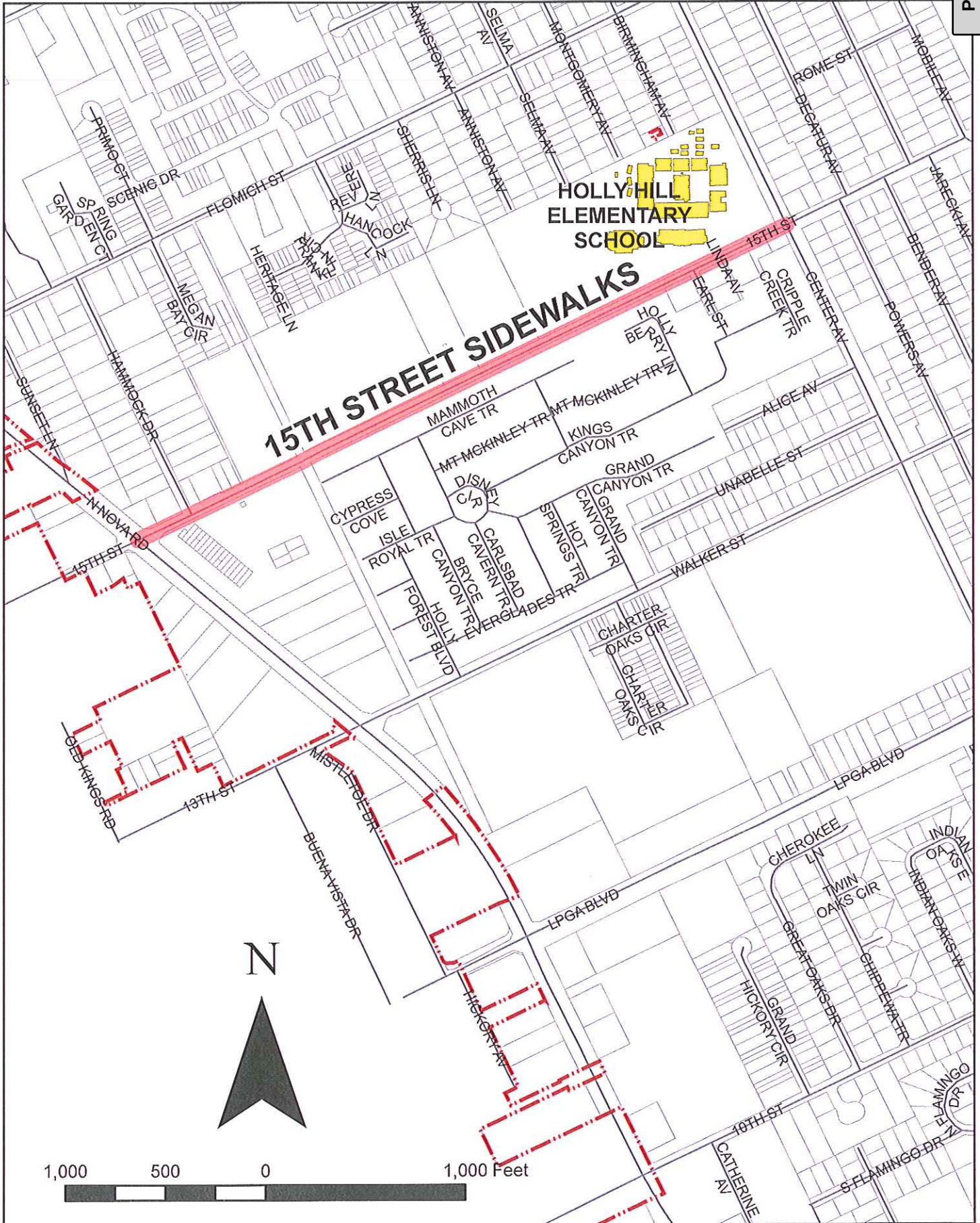
The Bicycle and Pedestrian Master Plan within this report should be used as a starting point for planning, funding and implementing a connected sidewalk system to serve students attending Holly Hill Elementary and Holly Hill Middle School. [Note: both of these schools are now combined on the former elementary school site.] Sidewalks along both side of Flomich Street, Center Avenue, Walker Street and 15th Street should be a high priority for the City of Holly Hill.

Proper sidewalks will address the safety issues noted in the TPO report.



CITY OF HOLLY HILL, FLORIDA

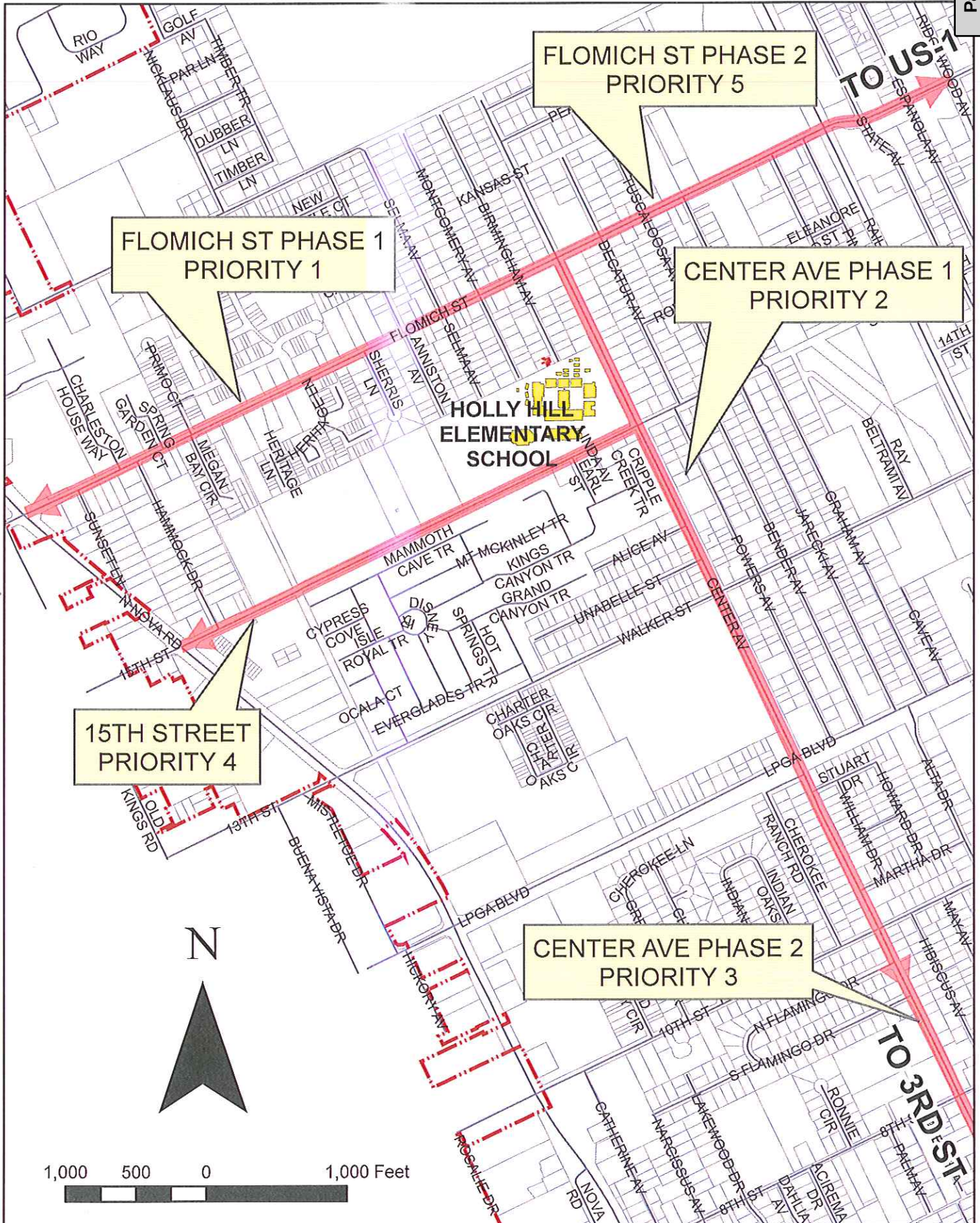
15TH STREET SIDEWALK LOCATION





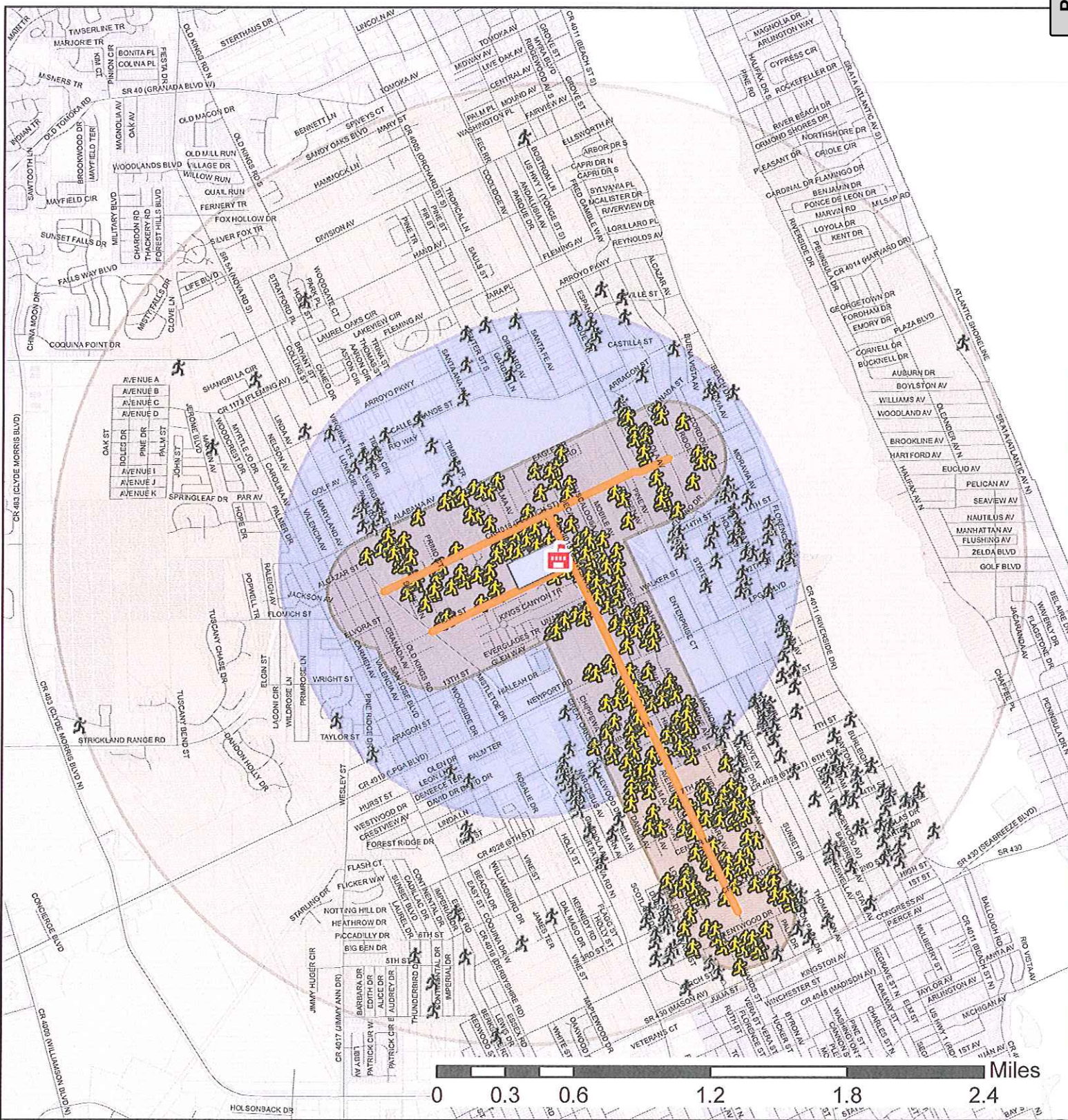
CITY OF HOLLY HILL, FLORIDA

Holly Hill Elementary Bike/Ped Support Plan



Analysis Based on the 20 day Enrollments for 2015-2016 School Year

Students within the Walk Zone and Living .25 miles from the Proposed Sidewalks



Holly Hill School



sy1516_proposed sidewalk study segments



sy1516_564 of 958 Students within .25 mile of proposed sidewalks



sy1516_916 of 958 Students within a two mile radius of the Holly Hill School



sy1516 quartermile buffer hollyhill



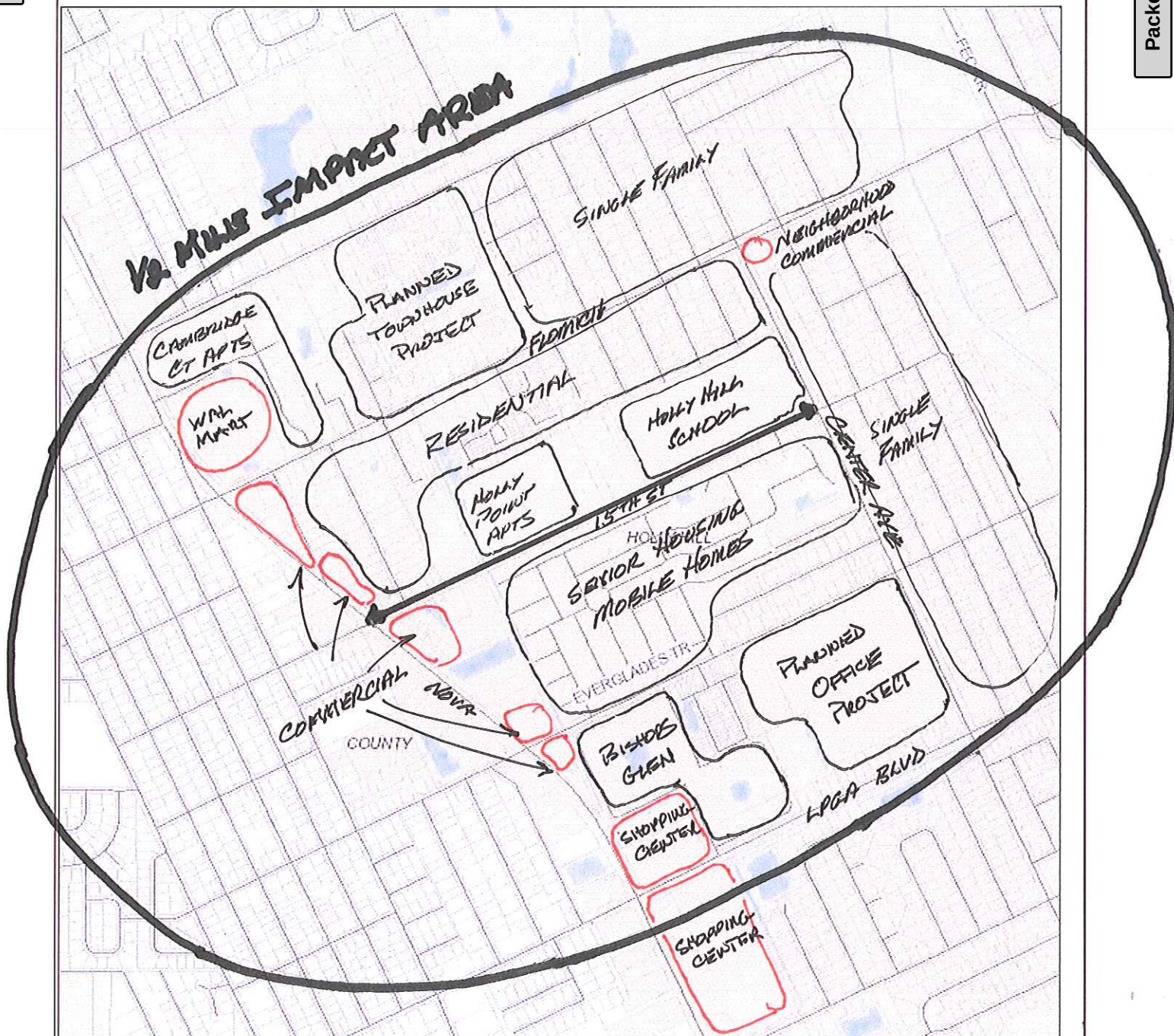
0 - 1 Mile Bike/Ped zone



1 - 2 Mile Bike/Ped zone

This map product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

15TH STREET COMMUNITY ASSETS



Scale 1:12,000 1 in = 1,000 ft
 Date Created:
 24-Feb-16 10:37 AM



←————→ PROJECT LIMITS

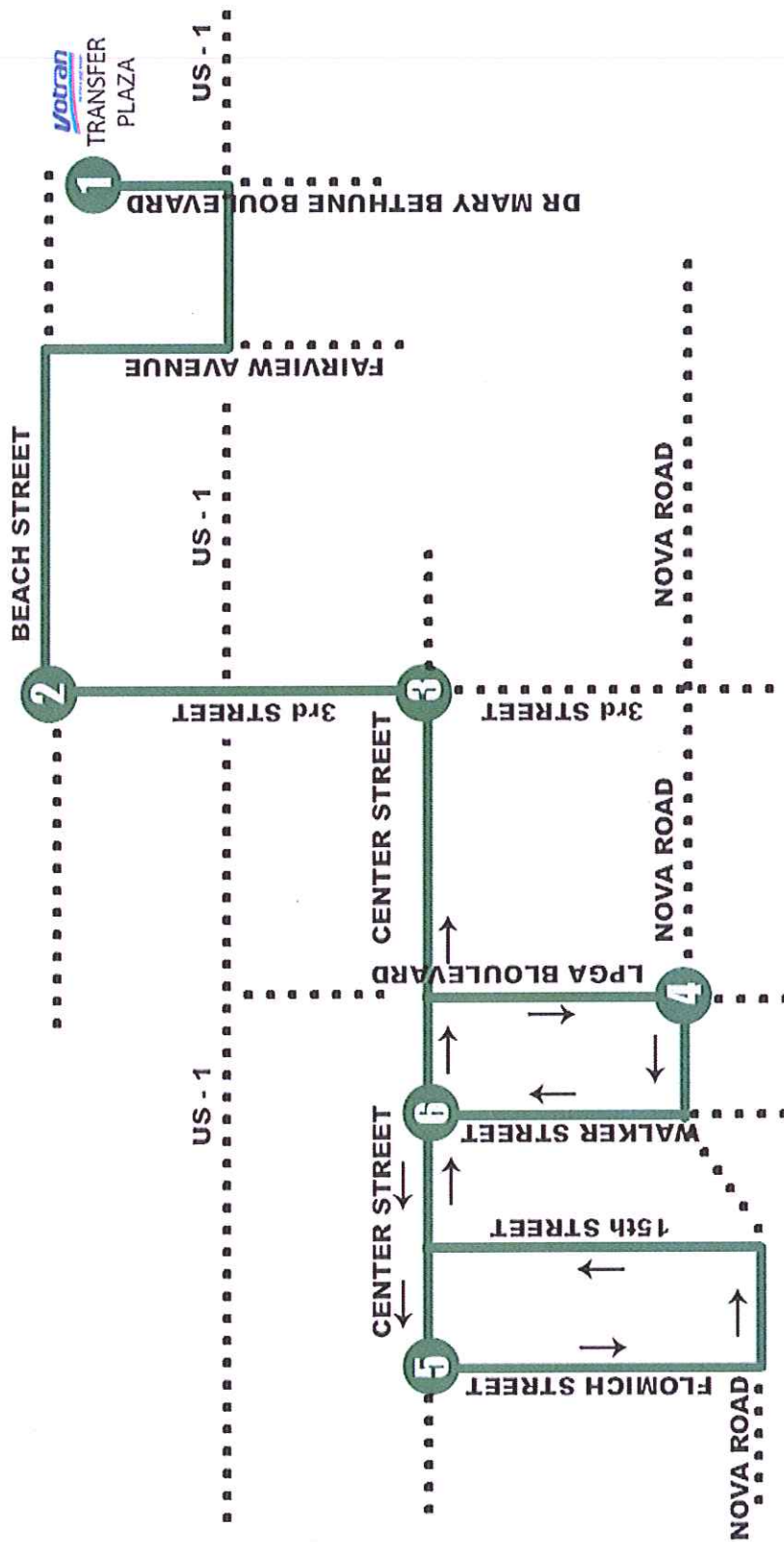
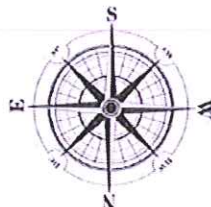
DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
 SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER



ROUTE 5 - CENTER STREET

Serving:

- 1 Transfer Plaza
- 2 3rd Street/Riverside Drive
- 3 3rd Street/Center Street
- 4 LPGA Boulevard/Nova Road
- 5 Center Street/Flomich Street
- 6 Nova Road and Flomich Street





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

**City Commission
Agenda Item**

MEETING DATE: March 22, 2016
FROM: Mark Juliano
SUBJECT: Surplus of City Assets
NUMBER: (ID # 1303)
APPLICANT:
PLANNER:

DISCUSSION:

Across all departments, several items have been identified that have reached the end of their service life and are ready to be disposed. These items may have been replaced upon becoming obsolete, are broken and beyond repair, or otherwise have lost their usefulness. These items are recommended to be approved as surplus and discarded, scrapped or auctioned.

The item which is currently in the City's possession which is recommended for sale on auction is a 2002 continuous check signer. This item was replaced by a laser printer, but is still in working condition and may have a resale value. If this asset is unable to be sold through auction, then scrapping is recommended.

The City has multiple items which are no longer in service and do not hold any auction value, but will bring a modest scrap value. These include a Marlow pump, influent meter and sampler from the Waste Water Department. These items are no longer functional and have been replaced. Also recommended for scrap is a Pitney Bowes folding machine which no longer properly functions and (3) dual index card file drawers.

There are (3) 4x8 wooden tables that the City has in its possession which are in disrepair. As these will bring no scrap value, it is recommended that these are discarded.

FISCAL ANALYSIS:

The proceeds from the auction or scrapping of surplus items will be placed in the general fund fixed asset disposal account.

STAFF RECOMMENDATION:

1. That the City Commission declare the equipment identified in the attached documents as surplus and authorize the disposal of surplus equipment through auction on GovDeals.com, selling as scrap, or discarding as appropriate.

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 STAFF RECOMMENDATION.

- Surplus Items (PDF)



Inventory Surplus Request Form

March 2, 2016

Asset Tag	Asset Type Description	Serial Number	Veh/Unit	Manufacturer	Model	Book Value	Date of Purchase
2006001803	Hedman Continuous Form Check Signer	30L3360	n/a	Hedman	EDP-2000	\$0.00	11/2/2002
n/a	Pitney Bowes Folding Machine	1983242	n/a	Pitney Bowes	1863	unknown	unknown
Totals						\$0.00	

City Manager Signature/Date



 3. 3 - 2016



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Hedman Continuous Form Check Signer

Tag # 2006001803**Serial #** 30L3360**Manufacturer** Hedman**Model #** EDP-2000**Vehicle #****Reason for Request to Surplus:**

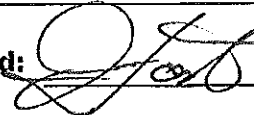
No longer in use

Please Return To: Finance Department
FINANCE DEPT USE ONLY

Authorized By**Date****Notes:** Purchase Date: 11/02/2002; Purchase Cost: \$1,230.00; Purchase Order: unknown

Book value: \$0.00. At last test date, this equipment was still working. Recommend auctioning on

govdeals.com with a reserve of \$50.00

Recommendation: Auction**Approved Disposal Method:**
 2-25-2016

Attachment: Surplus Items (1303 : Surplus of City Assets)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Pitney Bowes Folding Machine

Tag # n/a**Serial #** 1983242**Manufacturer** Pitney Bowes**Model #** 1863**Vehicle #****Reason for Request to Surplus:**

No longer in use. The rollers have considerable wear and

paper is not properly feeding.

Please Return To: Finance Department
FINANCE DEPT USE ONLY

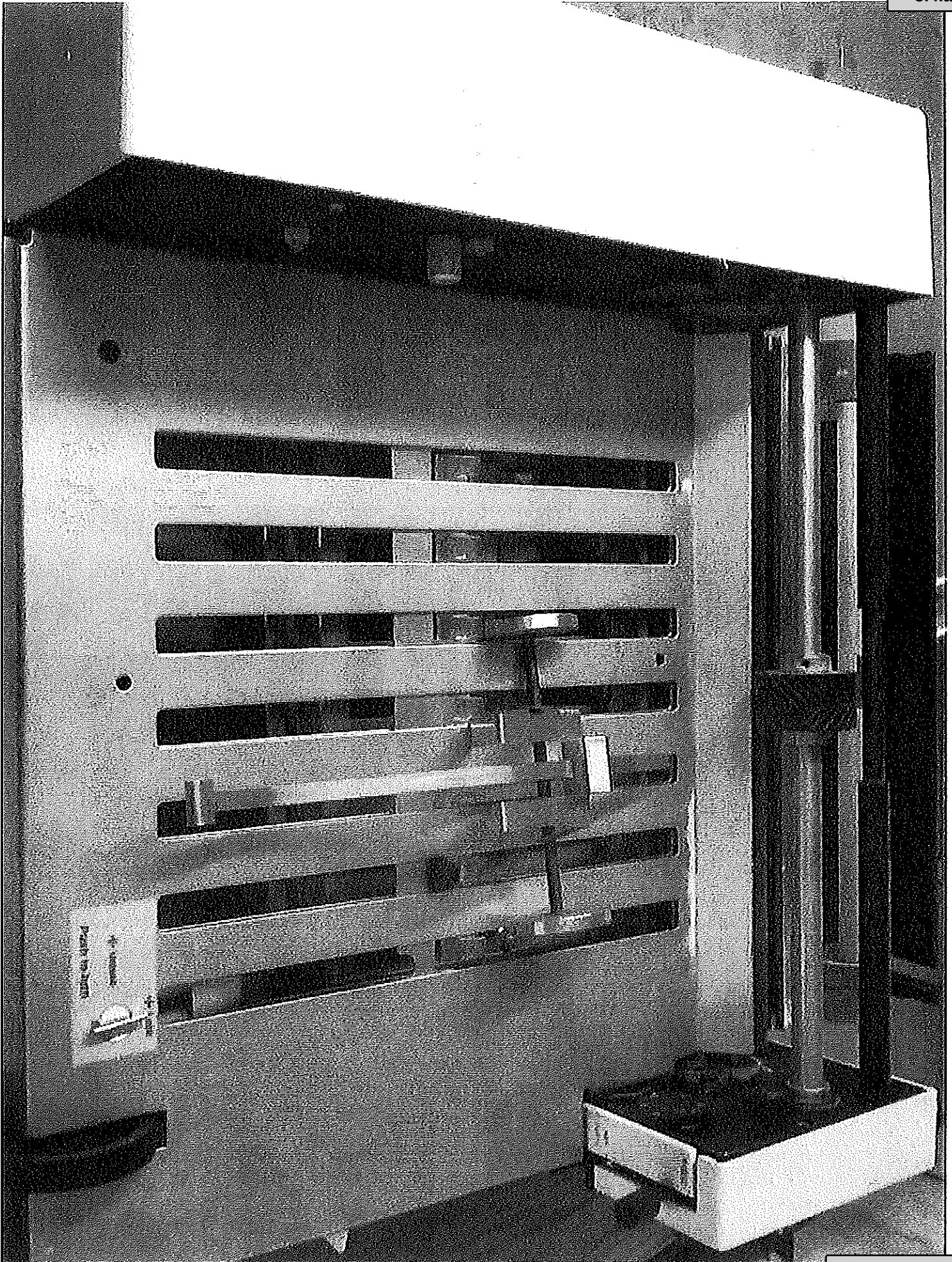
Authorized By**Date****Notes:** This asset is not a fixed asset, and is not entered into the City's asset database. Therefore,

purchase cost and date is unknown. Recommend scrapping.

Recommendation: Scrap**Approved Disposal Method:**

2-25-2016

Attachment: Surplus Items (1303 : Surplus of City Assets)





Inventory Surplus Request Form

March 1, 2016

Asset Tag	Asset Type Description	Serial Number	Manufacturer	Model	Book Value	Date of Purchase
n/a	Marlow Pump #3	714536	Marlow	PE61A-1	unknown	unknown
n/a	Foxboro Influent Meter	n/a	Foxboro	8518-SEBA-ASJ-HFG2	unknown	unknown
n/a	Hach Sigma Sampler	LA1097LAG012650	Hach	Sigma 900	unknown	unknown
n/a	(3) Large Wooden Tables	n/a	unknown	unknown	unknown	unknown
n/a	(3) Dual Index Card File Drawers	n/a	unknown	unknown	unknown	unknown
Totals					\$0.00	

City Manager Signature/Date



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Marlow Pump #3

Tag # n/a

Serial # 714536

Manufacturer Marlow

Model # PE61A-1

Vehicle #

Reason for Request to Surplus:

No longer functioning. Replaced with new unit under

PO 150037

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By

Date

Notes: Asset not listed in asset database. Purchase cost, Purchase Date and Purchase Order unknown

Recommendation: scrap

Approved Disposal Method:

Attachment: Surplus Items (1303 : Surplus of City Assets)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Foxboro Influent Meter

Tag # n/a

Serial # n/a

Manufacturer Foxboro

Model # 8518-SEBA-ASJ-HFG2

Vehicle # n/a

Reason for Request to Surplus:

No longer functioning. Replaced with new unit under

PO 150277

Department:

Waste Water

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By

Date

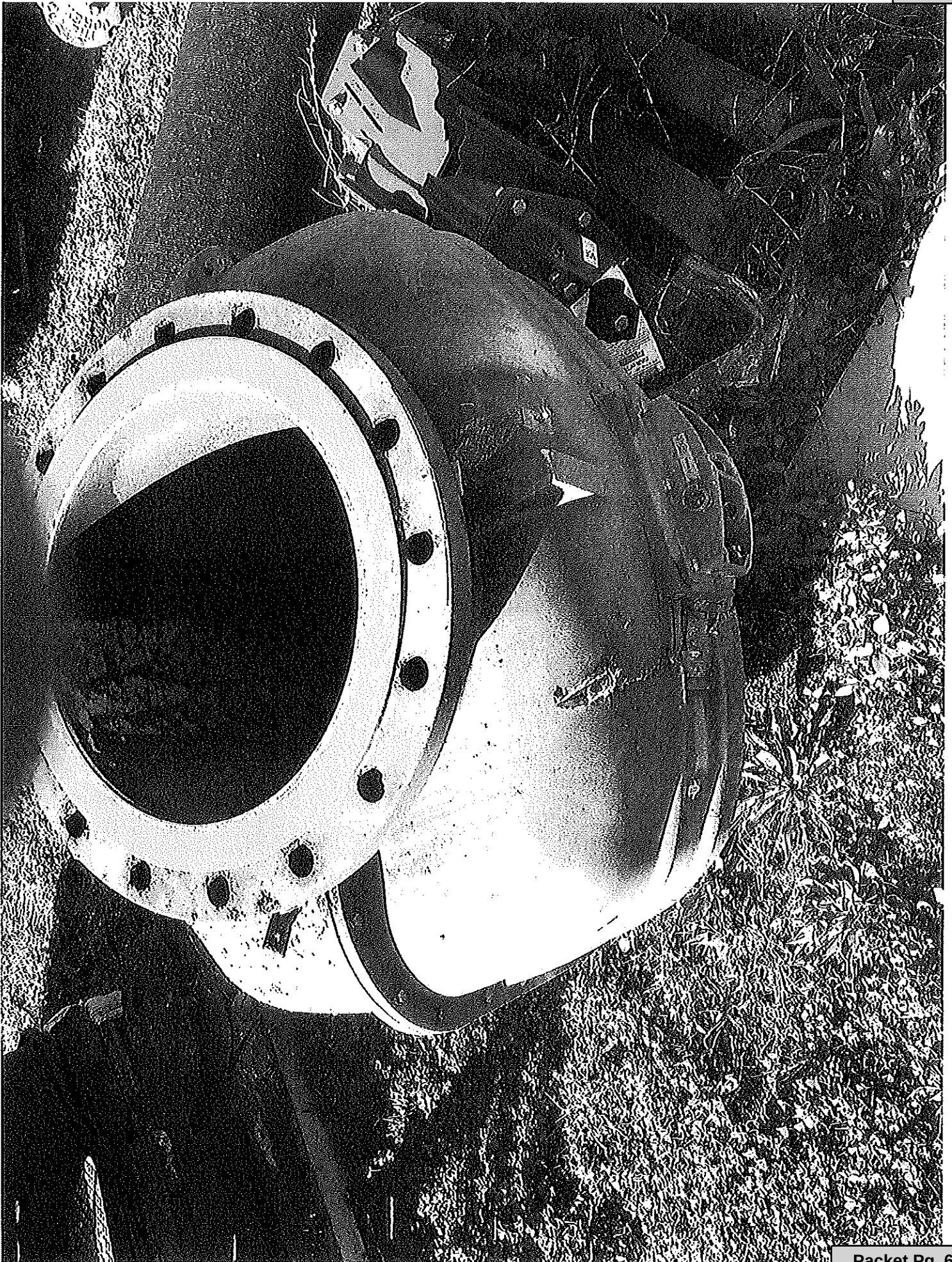
Notes: Asset is not listed in asset database. Purchase Cost, Purchase Date and Purchase Order unknown

Recommendation: Scrap

Approved Disposal Method:

[Signature]

Attachment: Surplus Items (1303 : Surplus of City Assets)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Hach Sigma Sampler

Tag # n/a**Serial #** IA1097LAG012650**Manufacturer** Hach**Model #** Sigma 900**Vehicle #** n/a**Reason for Request to Surplus:**

No longer functioning. Replaced with new unit under

PO 160161

Department:

Waste Water

Please Return To: Finance Department
FINANCE DEPT USE ONLY

Authorized By**Date****Notes:** Asset is not listed in asset database. Purchase Cost, Purchase Date and Purchase Order unknown**Recommendation:** Scrap**Approved Disposal Method:**

Attachment: Surplus Items (1303 : Surplus of City Assets)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

(3) Large 4x8 wooden tables

Tag # n/a

Serial # n/a

Manufacturer unknown

Model # unknown

Vehicle # n/a

Reason for Request to Surplus:

No longer being used and in disrepair.

Department:

Police Department

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By

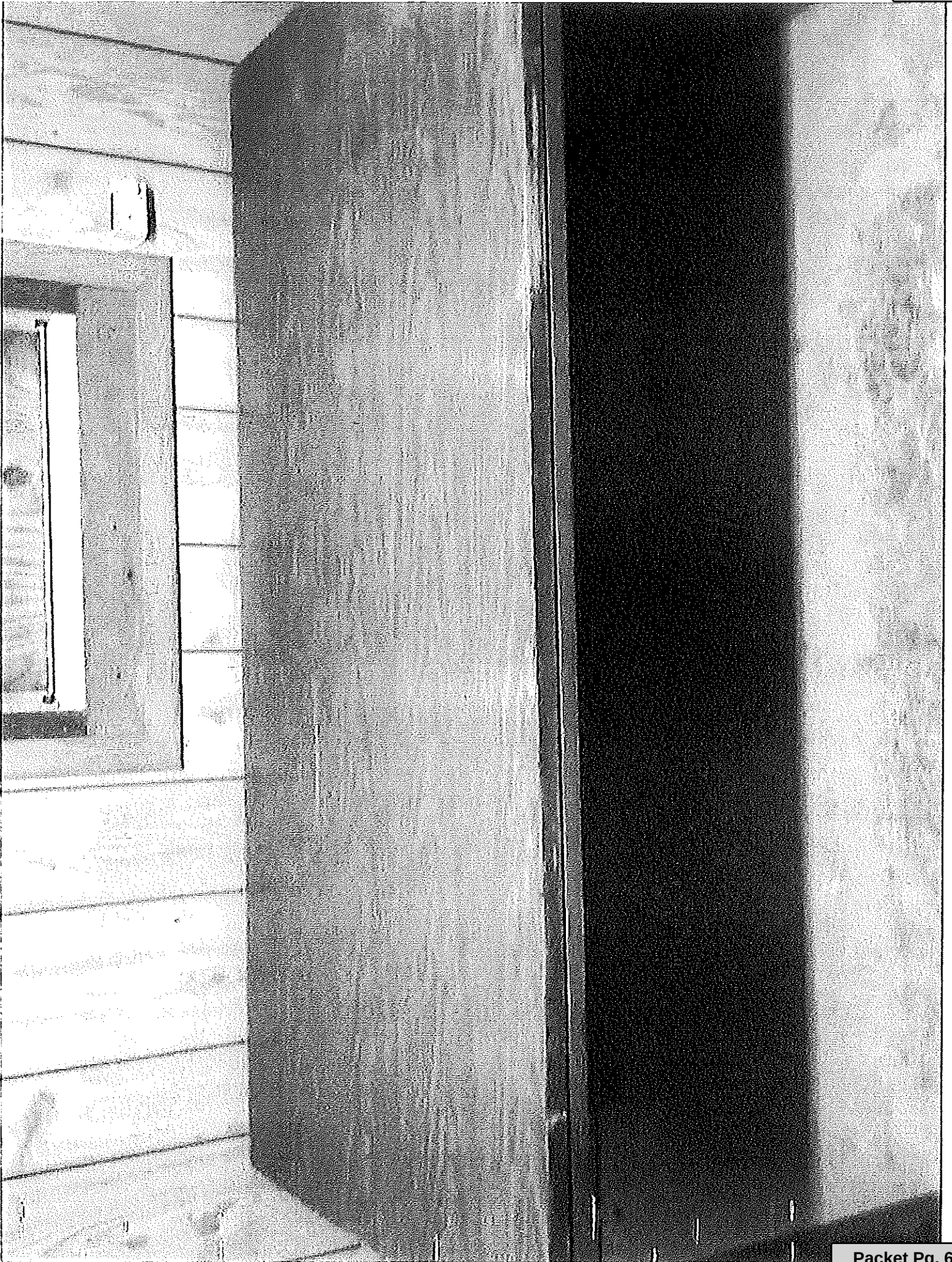
Date

Notes: Asset is not listed in asset database. Purchase Cost, Purchase Date and Purchase Order unknown

Recommendation: Discard

Approved Disposal Method:

Attachment: Surplus Items (1303 : Surplus of City Assets)





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

(3) Dual Index Card File Drawers

Tag # n/a **Serial #** n/a
Manufacturer unknown **Model #** unknown
Vehicle # n/a
Reason for Request to Surplus: No longer being used.
Department: Police Department

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Asset is not listed in asset database. Purchase Cost, Purchase Date and Purchase Order unknown
Recommendation: Scrap
Approved Disposal Method: 

Attachment: Surplus Items (1303 : Surplus of City Assets)





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

**City Commission
Agenda Item**

MEETING DATE: March 22, 2016
FROM: Steve Aldrich
SUBJECT: JAG Grant 2016 Traffic Crash Investigative Equipment Contract #
2016-JAGD-VOLU-6-H4-064
NUMBER: (ID # 1306)
APPLICANT:
PLANNER:

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 (JAG) for a total amount of \$4,221.00, towards the purchase of Traffic Crash Investigative Equipment. These funds will be utilized to purchase emergency privacy screens, dual work lights with tower stands, and gasoline generators. This will greatly enhance the Police Department's ability to conduct Traffic Homicide Crash Investigations, both day and night, while protecting the view of the scene from bystanders.

FISCAL ANALYSIS: The total estimated cost of the purchase of screening, lights, and generators is \$4,326.90. The acceptance of the Edward Byrne (JAG) for \$4,221.00 will leave the city with a difference of \$105.90, which will be funded from the Police Department's Operating Supplies budget (001-2110-521-5201).

STAFF RECOMMENDATION: Approval and acceptance of the Edward Byrne Memorial Justice Assistance Grant (JAG) of \$4,221.00, for the purchase of Traffic Crash Investigative Equipment. (Contract #2016-JAGD-VOLU-6-H4-064)

COMMISSION GOAL: 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 for the purchase of Traffic Crash Investigative Equipment and authorize the Mayor to execute the agreement.

- Edward Byrne Memorial JAG contract #2016-JAGD-VOLU-6-H4-064 (PDF)



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

FEB 29 2016

The Honorable John Penny
Mayor
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117-2898

Re: Contract No. 2016-JAGD-VOLU-6-H4-064

Dear Mayor Penny:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant (JAG) subgrant to your unit of government in the amount of \$ 4,221.00 for the project entitled, TRAFFIC CRASH INVESTIGATIVE EQUIPMENT. This subaward is approved under Florida's state JAG award 2015-MU-BX-1066 from the Department of Justice. These funds shall be utilized for the purpose of reducing crime and improving public safety and the criminal justice system.

Enclosed is a copy of the approved subaward application with the referenced contract number and standard conditions. This subaward is subject to all administrative and financial requirements, including timely submission of all financial and performance reports and compliance with all standard conditions.

Information from subawards and performance reports are provided to the Department of Justice (DOJ) Performance Measurement Tool (PMT) and Federal Funding Accountability and Transparency Act (FFATA) to meet federal transparency requirements. Contract and grant information is also provided to the State of Florida, Department of Financial Services (DFS) via the Florida Accountability Contract Tracking System (FACTS). This grant agreement and all correlating information including general contract, performance, amendment/modification information and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida. If this agreement contains confidential or exempt information not subject to disclosure under Chapter 119, F.S., please contact the Office of Criminal Justice Grants (OCJG) for guidance on how to request exemption.

Please complete and return the enclosed Certificate of Acceptance and Certification of Conflict of Interest forms within 30 calendar days from the date of award. Completion of the Certificate of Acceptance constitutes official acceptance of the subaward and must be received by the Department prior to reimbursement of any project expenditures.

Some costs require prior written approval from OCJG and DOJ before beginning project activities. If your subaward contains any such items or those listed on the Bureau of Justice Assistance (BJA) Controlled Expenditures List, a grant adjustment and written request with justification will be required. A correlating special condition on your subgrant award in the Subgrant Information Management ON-Line (SIMON) system may also be included.

We look forward to working with you on this project. Please contact Senior Management Analyst Supervisor Randall Smyth at (850) 617-1250 if you have any questions or we can be of further assistance.

Sincerely,


Petrina Tuttle Herring
Bureau Chief

PTH/ar

Enclosures

Attachment: Edward Byrne Memorial JAG contract #2016-JAGD-VOLU-6-H4-064 (1306 : JAG Grant 2016)

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

CERTIFICATION OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2016-JAGD-VOLU-6-H4-064, in the amount of \$ 4,221.00, for a project entitled, TRAFFIC CRASH INVESTIGATIVE EQUIPMENT , for the period of 02/01/2016 through 06/30/2016, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

This subaward requires that no recipient or subrecipient, or entity that receives a 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 restrict, the reporting of waste, fraud or abuse in accordance with the law to a department or agency authorized to receive such information. This is not intended to contravene requirements applicable to classified, sensitive or exempt information.

In accepting this award, the subgrantee certifies that it neither requires nor has required employees or contractors to sign such internal confidentiality agreements or statements.

(Signature of Subgrantee's Authorized Official)

(Print Name and Title of Official)

(Name of Subgrantee)

(Date of Acceptance)

Attachment: Edward Byrne Memorial JAG contract #2016-JAGD-VOLU-6-H4-064 (1306 : JAG Grant 2016)

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

CERTIFICATION OF CONFLICT OF INTEREST

Subgrantee: City of Holly Hill

Award Number: 2016-JAGD-VOLU-6-H4-064

Decisions related to use of these grant funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance.

The subgrantee, through its authorized representative, certifies the unit of government above is compliant with OMB Uniform Grant Guidance (2 CFR Part 200), Section 200.112 and OJP Financial Guide, Section 3.20 regarding Conflict of Interest and will notify FDLE Office of Criminal Justice Grants, in writing, of any potential conflict of interest in accordance with this agreement.

The recipient also agrees to disclose in a timely manner, in writing, all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting this subaward.

(Signature of Subgrantee's Authorized Official)

(Print Name and Title of Official)

(Date)

Attachment: Edward Byrne Memorial JAG contract #2016-JAGD-VOLU-6-H4-064 (1306 : JAG Grant 2016)

SUBGRANT AWARD CERTIFICATE

Subgrantee: City of Holly Hill

Date of Award: 2/29/2016

Grant Period: From: 02/01/2016 TO: 06/30/2016

Project Title: TRAFFIC CRASH INVESTIGATIVE EQUIPMENT

Grant Number: 2016-JAGD-VOLU-6-H4-064

Federal Funds: \$ 4,221.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 4,221.00

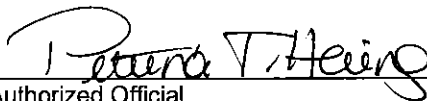
CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, Common Rule for State and Local Governments, or OMB Uniform Grant Guidance (2 CFR Part 200), in their entirety. It is also subject to the attached standard conditions and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This award is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables. Expenditures must be supported with documentation and verified during annual monitoring. Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.



Authorized Official
Petrina Tuttle Herring
Bureau Chief

2/29/2016
Date

() This award is subject to special conditions (attached).

Attachment: Edward Byrne Memorial JAG contract #2016-JAGD-VOLU-6-H4-064 (1306 : JAG Grant 2016)

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: John Penny

Title: Mayor

Address: 1065 Ridgewood Avenue

City: Holly Hill

State: FL **Zip:** 32117-2898

Phone: 386-248-9441 **Ext:**

Fax: 386-248-9448

Email: jpenny@hollyhillfl.org

Chief Financial Officer

Name: Kurt Swartzlander

Title: Finance Director

Address: 1065 Ridgewood Avenue

City: Holly Hill

State: FL **Zip:** 32117-2807

Phone: 386-248-9430 **Ext:**

Fax: 386-248-9480

Email: kswartzlander@hollyhillfl.org

Attachment: Edward Byrne Memorial JAG contract #2016-JAGD-VOLU-6-H4-064 (1306 : JAG Grant 2016)

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: Steven Aldrich

Title: Chief

Address: 1065 Ridgewood Avenue

City: Holly Hill

State: FL **Zip:** 32117-2807

Phone: 386-248-9494 **Ext:**

Fax: 386-248-9480

Email: saldrich@hollyhillfl.org

Project Director

Name: Jeff Miller

Title: Deputy Chief of Police

Address: 1065 Ridgewood Avenue

City: Holly Hill

State: FL **Zip:** 32117-2807

Phone: 386-248-9488 **Ext:**

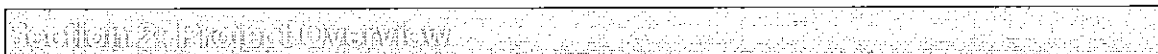
Fax: 386-248-9480

Email: jmillier@hollyhillfl.org

Attachment: Edward Byrne Memorial JAG contract #2016-JAGD-VOLU-6-H4-064 (1306 : JAG Grant 2016)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct



General Project Information

Project Title: TRAFFIC CRASH INVESTIGATIVE EQUIPMENT
Subgrant Recipient: City of Holly Hill
Implementing Agency: Holly Hill Police Department
Project Start Date: 2/1/2016 **End Date:** 6/30/2016

Problem Identification

The City of Holly Hill is a river-coastal community located in east Central Florida. It's comprised of +/- four square miles with a permanent population of approximately 11,800 residents. Although considered a small working class community, the City of Holly Hill hosts three major arterial roadways - Nova Road, LPGA Boulevard and Ridgewood Avenue (U.S. Highway 1), linking the larger neighboring municipalities of Ormond Beach and Daytona Beach with tens of thousands of vehicles using these roadways daily.

The City of Holly Hill has recorded a large amount of traffic crashes, including vehicular homicides, over the last several years. Specifically, on September 11, 2014, at 6:18am, a young adult was struck and killed by a vehicle while crossing Nova Road. His body laid on the ground while police investigators conducted their investigation. Unfortunately, several onlookers and family members viewed this horrific scene for several hours until the medical examiner arrived on scene. Family members were so shaken that police investigators blocked the view of the young man's body using patrol cars.

Project Summary (Scope of Work)

The City of Holly Hill is committed to vigorously investigating any crime, including traffic homicides, to the best of its abilities. The funding used for this grant will be used to purchase two generators, and 4 tower flood lights. This equipment will help investigators process any type of outdoor crime scene that requires lighting. Additionally, the funding will facilitate the purchase of four emergency privacy screens to block the view of onlookers of potentially sensitive crime scenes.

Documentation to support costs and activities will be maintained for all grant-funded expenditures for reimbursement. All documentation to support use and expenditure of grant funds, including a copy of the requisition, purchase order, vendor invoice, EFT or cancelled check, and general ledger, will be available for review during grant monitoring or upon request.

Attachment: Edward Byrne Memorial JAG contract #2016-JAGD-VOLU-6-H4-064 (1306 : JAG Grant 2016)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Application for Funding Assistance

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 name of the jurisdiction your agency serves? (i.e., your city or your county)

Answer: Holly Hill located in Volusia County, Florida.

Question: What is the combined population of the jurisdiction(s) your agency serves, according to the 2010 census?

Answer: 11659

Question: What is the physical address of the location being used to provide services for this project? If services are being provided at more than one location, list all of them.

Answer: 1065 Ridgewood Avenue, Holly Hill, Florida 32117

Question: Describe your agency (e.g., municipal government, school board, sheriff's office).

Answer: Police department in the City of Holly Hill.

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov? (If no, funds will not be available for drawdown.)

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee? (Verify this with your finance director.) If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: \$1000

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: Does the implementing agency 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 preceding 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 executives 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

Application Ref # 2016-JAGD-1757

Section #2 Page 2 of 3

Contract 2016-JAGD-VOLU-6-H4-

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Attachment: Edward Byrne Memorial JAG contract #2016-JAGD-VOLU-6-H4-064 (1306 : JAG Grant 2016)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Application Ref # 2016-JAGD-1757

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal 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

Application Ref # 2016-JAGD-1757

Section #3 Page 1 of 3

Contract 2016-JAGD-VOLU-6-H4-

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Research to Practice

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: Not at this time.

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: Not at this time.

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: Not at this time.

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: The Holly Hill Police Department (HHPD) has partnered with the Volusia County Emergency Operations Center utilizing interns to develop its emergency procedure manual and continuity of operations plan.

The HHPD has partnered with the local Boys and Girls Club building the bond between cops and kids.

Attachment: Edward Byrne Memorial JAG contract #2016-JAGD-VOLU-6-H4-064 (1306 : JAG Grant 2016)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Objective 3: Training

The HHPD has a volunteer program allowing trained citizens to assist in non-essential police duties such as traffic control, fingerprinting, and house checks.

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: The goal of this grant is to provide equipment that will allow investigators to process outdoor crime scenes that require lighting.

The second goal, but even more important, is to provide privacy to those who have been killed that are in plain view of the public.

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: The police department does not foresee any barriers 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: Was not aware until this question.

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

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Continuation of JAG Application

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	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$4,221.00	\$0.00	\$4,221.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$4,221.00	\$0.00	\$4,221.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Estimated Total Project Cost: \$4,326.90

Budget Narrative:

Expenses:

Four (4) Emergency Privacy Screen at approximately \$399.00 each= \$1,596.00
Free Shipping

Four (5) Dual Work Lights with tower stand at approximately \$169.99 each plus shipping at \$82.95= \$932.90

Gasoline Generator (2) at approximately \$899.00= \$1,798.00
Free Shipping

Total \$4326.90

The City of Holly Hill will pay any additional costs over the federal award.

Attachment: Edward Byrne Memorial JAG contract #2016-JAGD-VOLU-6-H4-064 (1306 : JAG Grant 2016)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

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Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase? (Documentation will be required.)

Answer: N/A

Question: If fringe benefits are included, are they detailed in the budget narrative?

Answer: N/A

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

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: The Holly Hill Police Department conducted a complete bid online and compared 3 prices. The lowest price for the equipment was used for this grant.

Attachment: Edward Byrne Memorial JAG contract #2016-JAGD-VOLU-6-H4-064 (1306 : JAG Grant 2016)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Attachment: Edward Byrne Memorial JAG contract #2016-JAGD-VOLU-6-H4-064 (1306 : JAG Grant 2016)

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities were completed in accordance with the grant and program requirements.

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.

GENERAL REQUIREMENTS

All subrecipients must comply with requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide), http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf, the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance, federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": www.flrules.org/

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. § 200) Subpart A Definitions, Subparts B-D Administrative Requirements, Subpart E Cost Principles, Subpart F Audit Requirements and all applicable Appendices. This guidance supersedes previous OMB Circulars and Standard Conditions and is applicable to any new subawards made under Federal grants awarded on or after December 26, 2014.
<http://www.ecfr.gov/cgi-bin/text-idx?SID=62764122c780e5d1d2134127afadc30d&node=2:1.1.2.2.1&rgn=div5>

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"(Common Rule)

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

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

Public Law

Pub. L. No. 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:

<http://www.gpo.gov/fdsys/pkg/PLAW-109publ162/pdf/PLAW-109publ162.pdf>

United States Code: www.gpo.gov/fdsys/

42 U.S.C. §§ 3711 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:

<http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>

State of Florida Statutes

§ 215.971, "Agreements funded with federal or state assistance"

§ 215.985, "Transparency in government spending"

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."

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 and; Improper payment 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 at 48 C.F.R. Subpart 2.1, "Definitions". It is \$3,000 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).

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 §§ 200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 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 \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward/Subgrant means 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 that 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 2 C.F.R. § 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".

SECTION I: TERMS AND CONDITIONS

The subrecipient agrees to be bound by the following standard conditions:

- 1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's performance and 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 **System for Award Management (SAM)** - The subrecipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subrecipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.
- 3.0 **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.
 - 3.1 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.
 - 3.2 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 past the ninety (90) day period, but only by formal written adjustment to this agreement.
- 4.0 **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.

- 5.0 **Personnel Changes** - Upon implementation of the project, in the event there is a change in Chief Officials for the Subrecipient or Implementing Agency or any contact information to include mailing address, phone number, email or title change, project staff must notify the SIMON help desk to update the organizational information in SIMON. Project director changes require a grant adjustment in SIMON.
- 6.0 **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 Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify that 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.
- 7.0 **Federal Restrictions on Lobbying** - Each subrecipient agrees to comply with 28 C.F.R. § 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subrecipient for award of federal contract, grant, or cooperative agreement.
- 8.0 **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.
- 9.0 **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.
- 10.0 **"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.
- 11.0 **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 (Pub.L. No. 97-348) dated October 19, 1982 (16 U.S.C. §§ 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 12.0 **Enhancement of Security** - If funds are used for enhancing security, the subrecipient agrees to:
 - 12.1 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.
 - 12.2 Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 13.0 **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 Fla. Stat. shall apply.
 - 13.1 All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
 - 13.2 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 record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

- 13.2.1** Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- 13.2.2** Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.
- 14.0 Privacy Certification** - The subrecipient agrees to comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, section 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.
- 15.0 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.
- 16.0 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.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0** Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subrecipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); 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 Department of Justice Non-Discrimination Regulations 28 C.F.R. § 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- 2.0** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subrecipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.
- 3.0** Subrecipients are responsible for ensuring that contractors and agencies to whom they pass through funds are in compliance with all Civil Rights requirements and that those contractors and agencies are aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the Office for Civil Rights (OCR), and how to do so.
- 4.0 Equal Employment Opportunity Plans**
 - 4.1** A subrecipient or implementing agency must develop an EEO Plan if it has 50 or more employees and has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the online short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be

retained by the subrecipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.

- 4.2 If the subrecipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- 4.3 A subrecipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- 4.4 The subrecipient and implementing agency acknowledge that failure to comply with EEO requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- 5.0 In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 6.0 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.
- 7.0 Subrecipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- 8.0 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. 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.
- 9.0 The subrecipient must have procedures in place for responding to discrimination complaints that employees, clients, customers, and program participants file directly with the subrecipient.
- 10.0 The subrecipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient/implementing agency with FDLE or the OCR.
- 11.0 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.
- 12.0 **Americans with Disabilities Act** - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA) (Pub. L. No. 101-336), which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- 13.0 **Rehabilitation Act of 1973 (28 C.F.R. § 42(G))** - If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, the subrecipient must take the following actions:
 - 13.1 Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. § 42(G), which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.
 - 13.2 Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. § 42(G).

- 13.3 Notify participants, beneficiaries, employees, applicants, and others that the subrecipient/implementing agency does not discriminate on the basis of disability.
- 14.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at www.lep.gov. FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.
- 15.0 **Title IX of the Education Amendments of 1972 (28 C.F.R. § 54)** - If the subrecipient operates an education program or activity, the subrecipient must take the following actions:
- 15.1 Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. § 54, which prohibit discrimination on the basis of sex.
- 15.2 Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. § 54.
- 15.3 Notify applicants for admission and employment, employees, students, parents, and others that the subrecipient/implementing agency does not discriminate on the basis of sex in its educational programs or activities.
- 16.0 **Equal Treatment for Faith Based Organizations** - The subrecipient agrees to comply with the applicable requirements of 28 C.F.R. § 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the recipient or a subrecipient must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. The subrecipient also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal_fbo.htm.
- 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. § 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

1.0 Fiscal Control and Fund Accounting Procedures

- 1.1 All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Uniform Grant Guidance (2 C.F.R § 200) as applicable, in their entirety.
- 1.2 Subrecipients must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319 Competition.
- 1.3 The subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subrecipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and

expenditure of grant funds. An adequate accounting system for a subrecipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

- 1.4 All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- 1.5 All funds not spent in accordance with this agreement shall be subject to repayment by the subrecipient.

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 thirty (30) days of the end of the subaward period of performance.
- 2.0 **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.
- 3.0 **Trust Funds**
 - 3.1 The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
 - 3.2 The account may earn interest, 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 the Bureau of Justice Assistance.
- 4.0 **Performance**
 - 4.1 **Subaward Performance** - The subrecipient must comply with state and federal requirements for subaward performance under 2 C.F.R. §§ 200.76 and 200.77. The subaward shall describe the timing and scope of expected performance as related to the outcomes intended to be achieved by the program. Where appropriate, the subaward should provide specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or services performed or public impacts of any of these) with an expected timeline for accomplishment. Submitted programmatic 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. These requirements should be aligned with agency strategic goals, strategic objectives, or performance goals that are relevant to the program.
 - 4.2 **Performance of Agreement Provisions** - In the event of default; non-compliance; or violation of any provision of this agreement by the subrecipient, the subrecipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subrecipient of its decision thirty (30) days in advance of the effective date of such sanction. The subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.
- 5.0 **Grant Adjustments** - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as: scope modifications or changes to project activities, target populations, service providers, implementation schedules, project director, 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.
 - 5.1 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.

- 5.2 Under no circumstances can transfers of funds increase the total budgeted award.
- 5.3 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.
- 5.4 All requests for changes must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.
- 6.0 **Required Reports** - All reports must relate financial data to performance accomplishments. Subrecipients must submit both reports on the same reporting cycle.
- 6.1 **Financial Expenditure Reports**
- 6.1.2 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.
- 6.1.3 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).
- 6.1.4 All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- 6.1.5 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.
- 6.1.6 Reports are to be submitted even when no reimbursement is being requested.
- 6.1.7 The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.
- 6.2 **Project Performance Reports**
- 6.2.1 Reporting Time Frames: The subrecipient shall submit Monthly or Quarterly Project Performance Reports in SIMON, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the sub award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.
- 6.2.2 Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in Section IV 4.2, Performance of Agreement Provisions.
- 6.2.3 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. The narrative must also reflect on accomplishments for the quarter 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.
- 6.2.4 Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.
- 6.3 **Project Generated Income (PGI)** - All income generated as a direct result of a subgrant project shall be deemed program income. Program income must be accounted for and reported in SIMON in accordance with the OJP Financial Guide (Section 3.4).
- 6.3.1 **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. If any PGI

remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

6.3.2 PGI Earnings and Expenditure reports must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

6.3.3 **PGI Expenditure** - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made. 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.

6.4 **Other Reports** - The subrecipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

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 Common Rule.

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 § 119, Fla. Stat., unless specifically exempted and/or made confidential by operation of § 119, Fla. Stat., 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, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award and verify expenditures in accordance with § 215.971, Fla. Stat. 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 Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, or 2 C.F.R. § 200, as applicable. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

3.1 **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, and dispose of equipment acquired under a Federal award in accordance with § 274, Fla. Stat. 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.

4.1 The Financial Closeout Audit must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

- 5.0 High Risk Subrecipients** - The subrecipient agrees to comply with any additional requirements that may be imposed during the grant performance period if FDLE's pre-award risk assessment or the U.S. Department of Justice determines the subrecipient is a high-risk grantee. Cf. 28 C.F.R. §§ 66, 70.
- 6.0 Reporting, Data Collection and Evaluation** - The subrecipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.
- 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: <http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf> <http://dos.myflorida.com/media/693578/gso2.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, Fla. Stat., 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 § 120, Fla. Stat.
- 9.0 Single Annual Audit**
- 9.1** 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 2 C.F.R. § 200(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 funds disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of Florida Statutes 11.45, "Definitions; duties; authorities; reports; rules."; 215.97, "Florida Single Audit Act"; Rules of the Auditor General; Chapter 10.550, "Local Governmental Entity Audits"; and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- 9.2** A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, including audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- 9.3** Audits shall be completed by an Independent Public Accountant (IPA) and according to Generally Accepted Government Auditing Standards (GAGAS). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipients shall procure audit services according to § 200.509, and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.
- 9.4** The subrecipient shall promptly follow-up and take appropriate corrective action for any findings on the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. Subrecipient follow-up to audit findings must abide by requirements in 2 C.F.R. § 200.511.
- 9.5** Auditees must make copies available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. Records shall be made available upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- 9.6** Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the audit requirements of 2 C.F.R. § 200(F) for that fiscal year. In this case, written notification, which can be 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 June 30 following the end of the fiscal year.

- 9.7** If this agreement is closed without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- 9.8** The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed 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 Part 200 on the specified Data Collection Form (Form SF-SAC), and be signed by a senior level representative or chief official of the auditee. If the subrecipient opts not to authorize the Federal Audit Clearinghouse to make the reporting package publically available, the single audit report must be submitted directly to the Department. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to criminaljustice@fdle.state.fl.us or mailed to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Subrecipients must use documented procurement procedures which reflect applicable state, local, and tribal laws and regulations, provided that the procurement standards conform to applicable Federal law (2 C.F.R. §§ 200.317-200.326).
- 2.0 Federal Procedures** - All procedures employed in the use of federal funds for any procurement shall also be according to 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 2 C.F.R. § 200.318, "General procurement standards", and Florida law to be eligible for reimbursement.
- 3.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price is above the simplified acquisition threshold of \$150,000. Costs or prices based on estimated costs for contracts are allowable only if allowable under 2 C.F.R. § 200.405(e), "Cost Principles".
- 4.0 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 Office of Justice Programs Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; and 2 C.F.R. § 200.405(e), "Cost Principles".
- 4.1** All procedures employed in the use of federal funds for any procurement shall be according to 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 2 C.F.R. § 200.420, "Considerations for selected items of cost"; and Florida law to be eligible for reimbursement.
- 4.2** Subrecipients eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise FDLE Office of Criminal Justice Grants in writing of both its eligibility and election, and must comply with all associated requirements in the OMB Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
- 5.0 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 the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also Subpart D—Post Federal Award Requirements, 2 C.F.R. §§ 200.300, "Statutory and national policy requirements", through 200.309, "Period of performance."

5.1 Prohibited Expenditure List - Subaward funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition.
<https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf>

5.2 Controlled Purchase List - Requests for acquisition of items on the Controlled Purchase List must receive explicit prior written approval from FDLE and BJA. If award funds are approved and used for the purchase or acquisition of any item on the Controlled Purchase List, the subrecipient must collect and retain certain information about the use of 1) the federally grant funded controlled equipment and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to FDLE and BJA upon request. No equipment on the Controlled Expenditure list that is purchased or acquired under this award may be transferred or sold to a third party without the prior approval and guidance from FDLE and BJA. Failure to comply with conditions related to Prohibited or Controlled Expenditures may result in prohibition from further Controlled Expenditure approval under this or other awards.
<https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf>

- 6.0 Review prior to Procurement** - Subrecipients are encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods/services. Subrecipients are also encouraged to use excess and surplus property in lieu of purchasing new equipment and property when this is feasible.
- 7.0 Sole Source** - If the project requires a purchase of services or equipment from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form. If the subrecipient is a state agency and the cost is at least \$150,000, then the agency must submit a copy of the approval from the Department of Management Services (287.057(5) Fla. Stat.). Sole Source form must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.
- 8.0 Unmanned Aerial Vehicles** - The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.
- 9.0 Personal Services** - Subrecipients may use grant funds for eligible personal services (salaries/benefits and overtime) and must maintain internal controls over salaries and wages. The following requirements apply to personal services paid with subgrant funds:
- 9.1 Timesheets** - Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.
- 9.2 Additional Documentation** - In accordance with Florida Statute § 215.971, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.
- 9.3 Protected personally identifiable information** - The subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the pass-through entity designates as sensitive or the subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- 9.4 Overtime for Law Enforcement Personnel** - Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.
- 9.5 Employees Working Solely on a Single Federal Award** - For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both

the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period

- 9.6 Maximum Allowable Salary** - No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subrecipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oca/payrates/index.asp>.) A subrecipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
- 10.0 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 §200.318 General procurement.
- 10.1 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 (42 U.S.C. § 3711, et seq. at www.gpo.gov/fdsys/); the provisions of the current edition of the Office of Justice Programs Financial Guide (<http://ojp.gov/financialguide/DOJ/index.htm>); 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.
- 10.2 Approval of Consultant Contracts** - The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's 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 prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.
- 11.0 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, Fla. Stat. Any foreign travel must obtain prior written approval.
- 11.1 BJA or FDLE Sponsored Events** - The subrecipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.
- 11.2 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - The subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm>
- 11.3 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**
- 12.1 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

Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, and 2 C.F.R. § 200.315 "Intangible Property," as applicable.

- 12.2 Copyright** - The awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

12.2.1 The copyright in any work developed under an award or subaward, and

12.2.2 Any rights of copyright to which a subaward recipient or subrecipient purchases ownership with support funded under this grant agreement.

- 12.3 Publication or Printing of Reports** - The subrecipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date. The subrecipient understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

All materials publicizing or resulting from award activities shall contain the following statements identifying the federal award:

"This project was supported by Award No. _____ awarded by the Bureau of Justice Assistance, 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".

- 12.4 Patents** - If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

12.4.1 Unless there is a prior agreement between the subrecipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.

12.4.2 The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).

12.4.3 Government regulations have been issued in 37 C.F.R. § 401 by the U.S. Department of Commerce.

- 13.0 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 as set forth in the effective edition of the Office of Justice Programs Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Section 3.12 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable. 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.

- 14.0 Task Force Training Requirement** - The subrecipient agrees that within 120 days of award, each 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 is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). 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 via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

15.0 Information Technology Projects

- 15.1 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.

- 15.2 State Information Technology Point of Contact** - The subrecipient agrees to ensure that the State Information Technology 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 agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046

- 15.3 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.

- 15.4 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 equipment is to be made. This form must be submitted upon application, if applicable. 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.

16.0 Interoperable Communications Guidance

- 16.1** Subrecipients that are 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 www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

- 16.2** 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 recipient 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.

- 17.0 Drug Court Projects** - A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Ballistic Resistant and Stab Resistant Body Armor

- 1.1 Mandatory Wear Policy** - Subrecipients that wish to purchase armor with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf.
- 1.2 BVP Program** - JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
- 1.3 NIJ Compliance** - Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, body armor purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

- 2.0 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.

3.0 National Environmental Policy Act (NEPA)

- 3.1** 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 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.
- 3.1.1** New construction
- 3.1.2** Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) 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;
- 3.1.3** 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; and
- 3.1.4** 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.
- 3.1.5** Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

- 3.2 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 www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.
- 3.3 For any of a subrecipient's existing programs or activities that will be funded by these subawards, the subrecipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by the Department of Justice of a national or program environmental assessment of that funded program or activity.
- 4.0 Methamphetamine Plans: Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories** - If an award is made to support methamphetamine laboratory operations the subrecipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.
- 4.1 General Requirement: The subrecipient agrees to comply with federal, state, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories. The subrecipient also agrees to complete a Methamphetamine Mitigation Plan (MMP) that includes the nine protective measures or components required by BJA and submit the plan to FDLE's Office of Criminal Justice Grants.
- 4.2 Specific Requirements: The subrecipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest. Therefore, the subrecipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subaward. In so doing, the subrecipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.
- 4.2.1 Provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories;
- 4.2.2 Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subrecipient to either the seizure or closure of clandestine methamphetamine laboratories;
- 4.2.3 As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- 4.2.4 Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- 4.2.5 Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- 4.2.6 Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- 4.2.7 Monitor the transport, disposal, and recycling components of subparagraphs 4.4.5 and 4.4.6 immediately above in order to ensure proper compliance;

- 4.2.8** Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's 1) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and 2) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and
- 4.2.9** Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can 1) respond to the potential health needs of any minor at the site; 2) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; 3) ensure immediate medical testing for methamphetamine toxicity; and 4) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity
- 5.0 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).
- 6.0 Human Research Subjects** - Subrecipient agrees to comply with the requirements of 28 C.F.R. § 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.
- 7.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
- 8.0 Disclosures**
- 8.1 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).
- 8.2 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 sub award.
- 9.0 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 governs the treatment of persons displaced as a result of federal and federally-assisted programs.
- 10.0 Limitations on Government Employees Financed by Federal Assistance** - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and 7324-28, 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.
- 11.0 Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct** - The subrecipient must promptly refer to DOJ Office of Inspector General (OIG) and the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

- 12.0 Restrictions and certifications regarding non-disclosure agreements and related matters -**
Subrecipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.
- 13.0 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.
- 14.0 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, Fla. Stat., 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.
- 15.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database -** If JAG 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/si001062.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).
- 16.0 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. §§ 1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 15). 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.
- 17.0 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.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 6: Signatures

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

Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.

State of Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Petrina T. Herring

Petrina T. Herring, Bureau Chief

Typed Name and Title: _____

Date: _____

2/29/2016

Subgrant Recipient Authorizing Official of Governmental Unit (Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: _____

JOHN PENNY

Signature: _____

[Signature]

Typed Name and Title: _____

JOHN PENNY / MAYOR

Date: _____

02/02/16

Implementing Agency Official, Administrator or Designated Representative

Typed Name of Implementing Agency: _____

HOLLY HILL POLICE DEPARTMENT

Signature: _____

[Signature]

Typed Name and Title: _____

STEPHEN K. ALDRICH, CHIEF OF POLICE

Date: _____

02/02/2016

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 7A: Certifications and Authorizations

Insert Certifications and Authorizations here.

Attachment: Edward Byrne Memorial JAG contract #2016-JAGD-VOLU-6-H4-064 (1306 : JAG Grant 2016)



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

**City Commission
Resolution**

MEETING DATE: March 22, 2016
FROM: Mark Juliano
SUBJECT: Sunrise South Park Boat Ramp Improvements - Resolution 2016-R-11
NUMBER: (ID # 1302)
APPLICANT:
PLANNER:

DISCUSSION:

On May 13, 2014, the City Commission approved the application of (2) grants to provide for the design and permitting of Boat Ramp Improvements at Sunrise Park South. In an effort to continue to address the needs and safety improvements of Sunrise Park, it is proposed that the construction phase of this project be submitted to the open grant cycles of both the Florida Inland Navigation District (FIND) and the Florida Fish and Wildlife Conservation Commission- Florida Boating Improvement Program (FBIP).

The FIND program provides a 50% match for eligible reimbursable expenditures. Under FIND grant guidelines, total project costs of \$682,220 were found to be eligible. As such, the City will be requesting \$341,110 (50% of the total eligible costs) in funds from the FIND program, which are inclusive of Planning Solutions Corp's fees.

The FBIP program similarly provides a 50% match for eligible reimbursable expenditures. Under FBIP grant guidelines, \$659,198 was found to be eligible costs. As such, the City will be requesting \$329,599 in funds from the FBIP program, which are inclusive of Planning Solutions Corp's fees.

Included in the estimated project costs for the construction phase of this project are the professional services fees of the City's continuing services consultant, Planning Solutions Corp. Planning Solutions Corp's fees are for services including grant application preparation and submittal, response to requests for additional information, presentations to the applicable grant agencies and grant administration.

The Planning Solutions Corp fees are as follows:

\$16,640 for the FIND program

\$16,078 for the FBIP program

FISCAL ANALYSIS:

Total project costs are anticipated to be \$686,380. \$650,000 has been allocated towards the construction of this project in the approved FY2015/2016 budget. An additional \$30,000 for project administration fees have also been approved in the City's current budget.

Should the City receive full funding from both the FIND and FBIP grant programs, the City would be responsible for \$20,800 (due to ineligible landscaping and sod costs). Should the City receive funding from only the FIND grant program, the City would be responsible for \$345,270. Should the City receive funding from only the FBIP grant program, the City would be responsible for \$356,781.

If neither grant is successful, the City would be responsible for the \$686,380 in construction costs. No fees would be due to Planning Solutions Corp.

As a reminder, an ECHO grant in the amount of \$327,690 has been applied for. If all 3 grants are obtained, the project would be fully funded and, in fact, would be overfunded. Landscaping and sod costs are eligible expenses under the ECHO grant.

STAFF RECOMMENDATION:

1. That the City Commission authorize the submittal of a Waterways Assistance Program grant application to FIND requesting \$341,110.
2. That the City Commission authorize the submittal of a FBIP grant application requesting \$329,599.

COMMISSION GOAL:

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

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

Goal #5: Promote a small town city "branding" that focuses on the city's accessible staff and interactive use of technologies (i.e. city website), the city's business friendly approach to attract and retain business, and the city's available open space, parks, and waterfront amenities that enhance the quality of life for citizens.

MOTION:

APPROVE RESOLUTIONS 2016-R-11 AND RESOLUTION 2016-R-12 AND STAFF RECOMMENDATION.

ATTACHMENTS:

- FBIP_HH_SunriseParkSouth_Budget (1) (PDF)
- FIND_Budget_AttachE-5 (PDF)

Resolution No. (ID # 1302)**SUNRISE SOUTH PARK BOAT RAMP IMPROVEMENTS - RESOLUTION
2016-R-11****RESOLUTION 2016-R-11**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION UNDER THE 2016 FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to undertake the following improvement project at Sunrise Park South:

Project Title: Sunrise Park - Boast Ramp Improvements

Total Estimated Cost: \$682,220

Brief Description of Project: Construction phase of access channel dredging,
access

channel lighting and markers, boat ramp improvements, kayak/canoe launch; and

WHEREAS, Florida Inland Navigation District financial assistance is sought for the program mentioned above; and

WHEREAS, the City of Holly Hill has the intention to make application to the Florida Inland Navigation District in the amount of \$341,110.

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

SECTION 1. That the program described be authorized for application to the Florida Inland Navigation District.

SECTION 2. That the City of Holly Hill has the ability and intention to finance its share of the cost of the project.

SECTION 3. That the City of Holly Hill does hereby authorize Beth G. Lemke, of Planning Solutions Corp. as the Project Manager for the referenced grant application and authorizes her to apply and administer the grant on behalf of the City.

SECTION 4. 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 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 22nd day of March, 2016.

RESOLUTION 2016-R-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION UNDER THE 2015-2016 FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FLORIDA BOATING IMPROVEMENT PROGRAM; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to undertake the following improvement project at Sunrise Park South:

Project Title: Sunrise Park - Boat Ramp Improvements

Total Estimated Cost: \$659,198

Brief Description of Project: Construction phase of access channel dredging, access

channel lighting and markers, boat ramp improvements, kayak/canoe launch; and

WHEREAS, Florida Fish and Wildlife Conservation Commission financial assistance is sought for the program mentioned above; and

WHEREAS, the City of Holly Hill has the intention to make application to the Florida Fish and Wildlife Conservation Commission in the amount of \$329,599.

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

SECTION 1. That the program described be authorized for application to the Florida Fish and Wildlife Conservation Commission.

SECTION 2. That the City of Holly Hill has the ability and intention to finance its share of the cost of the project.

SECTION 3. That the City of Holly Hill does hereby authorize Beth G. Lemke, of Planning Solutions Corp. as the Project Manager for the referenced grant application

and authorizes her to apply and administer the grant on behalf of the City.

SECTION 4. 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 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 22nd day of March, 2016.

V – BUDGET

a. Has a detailed cost estimate been developed for this project? If yes, attach a copy to application.

☐ Yes, Preliminary☒ Yes, Final☐ No**b. PROJECT COST: NON-CASH/IN-KIND**

Cost Item	Planning/Pre-Construction Costs		Construction Costs	TOTAL
	Pre-Award	Post-Award		
Administration	\$	\$	\$	\$
Project Management	\$	\$	\$	\$
In-Kind Engineering	\$	\$	\$	\$
In-Kind Labor	\$	\$	\$	\$
In-Kind Materials	\$	\$	\$	\$
In-Kind Equipment	\$	\$	\$	\$
Total Non-Cash/In-Kind Services:	\$	\$	\$	\$

c. PROJECT COST: CASH FUNDS

Cost Item	Planning/Pre-Construction Costs		Construction Costs	TOTAL
	Pre-Award	Post-Award		
Administration / Project Management	\$	\$	\$ 16,078	\$ 16,078
Design / Engineering	\$	\$	\$	\$
Permitting	\$	\$	\$	\$
Construction / Repair: Boat Ramps	\$	\$	\$ 643,120	\$ 643,120
Construction / Repair: Lifts, Hoists, Marine Railways	\$	\$	\$	\$
Construction / Repair: Piers or Docks	\$	\$	\$	\$
Construction / Repair: Parking	\$	\$	\$	\$
Construction / Repair: Restrooms	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Total Cash Funds	\$	\$	\$ 659,198	\$ 659,198

d. TOTAL COST: (non-cash/in-kind + cash funds) \$ \$ \$ 659,198 \$ 659,198

e. COST SHARE:

Grantee Share:	\$ 329,599
Partnerships (Other sources of funds):	\$
FBIP Grant Request:	\$ 329,599
Total Project Cost:	\$ 659,198

ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2016

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Sunrise Park South Improvements
Applicant:	City of Holly Hill

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity or Total Estimated Cost <i>(Number and/or Footage etc.)</i>	Applicant's Cost	FIND Cost
Construction	\$ 665,580	\$ 332,790	\$ 332,790
Project Management	\$ 16,640	\$ 8,320	\$ 8,320

**TOTALS =	\$ 682,220	\$ 341,110	\$ 341,110
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**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: March 22, 2016
FROM: Mark Juliano
SUBJECT: Raw Water Main Relocation Jimmy Ann Blvd to Derbyshire
(CONSTRUCTION) - Resolution 2016-R-13
NUMBER: (ID # 1301)
APPLICANT:
PLANNER:

DISCUSSION:

Volusia County and the City of Holly Hill have executed a Joint Project Agreement (JPA) to coordinate and accomplish all aspects of County road work and City utility work on LPGA Blvd from Jimmy Ann to Derbyshire. The City's portion of the work is the relocation of our raw water main.

The project was bid by the County with bids being opened on February 11, 2016. The County plans to award to the lowest overall bidder which is Built-Rite Construction. The City's portion of this bid for the utilities work is \$166,950. This authorization is to approve the award of the project.

FISCAL ANALYSIS:

The City of Holly Hill's portion of the utilities construction is \$166,950 and is budgeted in account number 487-3010-533.63-00 and will require additional funds appropriation through a budget amendment as outlined in Attachment "A".

STAFF RECOMMENDATION:

Approve additional funds appropriation for the City's raw water main relocation as part of the Volusia County LPGA Road Widening Project.

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 Resolution 2016-R-13 and approve construction of raw water main relocation and additional funds appropriation of \$131,700.00 to be performed under Volusia County's LPGA Road Widening Project.

ATTACHMENTS:

- County Award Recommendation (1) (PDF)
- EXECUTED & RECORDED JPA (PDF)
- Budget Amendment Attachment A (PDF)
- QLHA Recommendation (PDF)

Resolution No. (ID # 1301)**RAW WATER MAIN RELOCATION JIMMY ANN BLVD TO DERBYSHIRE
(CONSTRUCTION) - RESOLUTION 2016-R-13****RESOLUTION 2016-R-13**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROPRIATE FUNDS FOR CONSTRUCTION OF RAW WATER MAIN RELOCATION TO BE PERFORMED UNDER JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND THE CITY OF HOLLY HILL FOR UTILITY LINE ADJUSTMENT AND ROAD CONSTRUCTION CONCERNING LPGA BOULEVARD WIDENING, AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the COUNTY is constructing, reconstructing, improving or otherwise changing a portion of LPGA Boulevard from Derbyshire Road to Jimmy Ann Drive designated by the COUNTY as Project #1180 which is described hereafter as “COUNTY” Road Work”; and

WHEREAS, the CITY owns approximately four hundred sixty feet of 12-inch water main within the COUNTY right of way on the south side of LPGA Boulevard, and said utility line is required to be relocated in three separate areas to avoid conflict with the COUNTY Road Work; and

WHEREAS, the CITY and the COUNTY entered into a JOINT PROJECT AGREEMENT (AGREEMENT) for adjustments to the CITY’s utility lines within the COUNTY right-of-way and in collaboration with the COUNTY’s road construction work on a portion of LPGA Boulevard (such collaboration is referred to as JOINT PROJECT). Each of the above individually may be referred to as Party, and collectively as Parties, and

WHEREAS, the CITY, by this AGREEMENT, agrees to assume all costs incurred for the CITY’s Utility Work; and

WHEREAS, the term “costs incurred for the CITY’s Utility Work” shall include the entire amount to be paid by the CITY that is properly attributed to such utility work.

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

**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 does hereby authorize the appropriation of additional funds in Attachment "A". Budget Amendment Request.

SECTION 2. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with the County of Volusia to provide for the relocation of the raw water main for the LPGA Road Widening Project.

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

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 22nd day of March, 2016.

Volusia County
FLORIDA

PUBLIC WORKS DEPARTMENT
Engineering & Construction Division

March 1, 2016

Mark Juliano
Public Works Director
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Re: Recommendation of Award of Construction Contract
LPGA Blvd Widening from Derbyshire Road to Jimmy Ann Drive
County Project #1180

Dear Mark:

In accordance with the Joint Project Agreement (JPA) between the city and county regarding the above referenced project the county has received, opened and evaluated all bids, and after full consideration and finding no irregularities intends to recommend award of the contract to the lowest responsive and responsible bidder for the combined county's road work and city's utility work. That bidder is Built-Rite Construction with a combined total bid of \$3,758,279.11 which includes the city's utility work at \$166,950.00.

The county will not award the joint project without prior review and acceptance by the city of the city's utility work portion of the bid and issuance of a city purchase order. As provided in the JPA the city shall notify the county of its acceptance of the county's selection, in writing, within ten (10) days of receipt of this notice, including the city's intent to exercise any options permitted by the JPA.

Please send the purchase order in the amount of \$166,950.00 to my attention at 123 West Indiana Avenue, DeLand, FL 32720, Room 402.

Sincerely,



Gerald N. Brinton, P.E., County Engineer/
Director of Engineering & Construction

cc: Charles Hargrove, Deputy County Attorney
Jeaniene Jennings, Purchasing & Contracts Director
Wayne Jackson, Construction Manager

**JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND THE
CITY OF HOLLY HILL FOR UTILITY LINE ADJUSTMENT AND ROAD
CONSTRUCTION CONCERNING LPGA BOULEVARD WIDENING**

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is made and entered into by and between the **County of Volusia** (COUNTY), a political subdivision of the State of Florida, and the **City of Holly Hill** (CITY), a municipal corporation of the State of Florida, for adjustments to the CITY's utility lines within the COUNTY's right-of-way and in collaboration with the COUNTY's road construction work on a portion of LPGA Boulevard (such collaboration is referred to as JOINT PROJECT). Each of the above individually may be referred to as Party, and collectively as Parties.

WITNESSETH:

WHEREAS, the COUNTY is constructing, reconstructing, improving or otherwise changing a portion of LPGA Boulevard from Derbyshire Road to Jimmy Ann Drive designated by the COUNTY as Project #1180 which is described hereafter as "COUNTY's Road Work"; and

WHEREAS, the CITY owns approximately four hundred sixty feet of 12-inch water main within the COUNTY's road right of way on the south side of LPGA Boulevard, and said utility line is required to be relocated in three separate areas to avoid conflict with the COUNTY's Road Work; and

WHEREAS, the CITY has prepared, at its expense, design drawings and specifications for said utility work which is described hereafter as the "CITY's Utility Work"; and

WHEREAS, the CITY has furnished the COUNTY with a complete set of design drawings and specifications including a "summary of quantities" sheet covering all construction requirements of the CITY's Utility Work; and

WHEREAS, the COUNTY and the CITY have determined that it would be in the best interest of the general public and to the economic advantage of both parties to enter into this AGREEMENT providing for construction of the COUNTY's Road Work and the CITY's Utility Work to be combined into one JOINT PROJECT administered by the COUNTY; and

WHEREAS, the CITY, by this AGREEMENT, agrees to assume all costs incurred for the CITY's Utility Work; and

WHEREAS, the term "costs incurred for the CITY's Utility Work" shall include the entire amount to be paid by the CITY that is properly attributed to such utility work.

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

A. MUTUAL COOPERATION

The COUNTY and the CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of both the COUNTY's Road Work and the CITY's Utility Work within the limits of the COUNTY's Road Work as included in the CITY's and the COUNTY's design drawings and specifications. The COUNTY and CITY agree to endeavor to fulfill the responsibilities and complete the work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the COUNTY and the CITY subsequent to execution of this AGREEMENT, as expeditiously as possible.

B. CITY RESPONSIBILITIES

1. BID DOCUMENTS

At its sole cost and expense, the CITY shall prepare and provide to the COUNTY all necessary plans and documents relating to the CITY's Utility work for inclusion of the CITY's Utility work in the bid documents for the COUNTY's Road Work.

Each Party shall be responsible for the accuracy and completeness of its own plans and documents.

2. UTILITY WORK PLANS

All of CITY's Utility Work on the JOINT PROJECT is to be done according to design drawings and specifications as prepared and approved by the CITY. The CITY will be responsible for verifying the accuracy of the information furnished by the CITY to the COUNTY and will also be responsible for any changes in the CITY's design drawings made necessary by errors or omissions in the information as furnished by the CITY. The COUNTY will be responsible for the accuracy of the COUNTY's Road Work information supplied to the CITY for use in the drawings preparation. The construction contract will include the provision that the contractor's insurance requirements and warranties for the CITY's Utility Work will apply to both the COUNTY and CITY.

3. PLAN COORDINATION

The CITY agrees to coordinate its plans for the CITY's Utility Work with the COUNTY's Road Work plans to avoid conflict or construction delays. The CITY shall work proactively with the COUNTY to eliminate any conflicts that may exist between the CITY's Utility work and the COUNTY's Road Work. The basis of

survey and other survey information for the CITY's Utility work shall be consistent with the COUNTY's Road Work plans.

4. CONFLICTS

The Parties expressly agree that the COUNTY's Road Work shall take priority over the CITY's Utility Work. The CITY's Utility Work shall be designed, located or relocated to avoid conflict between CITY's Utility Work and the COUNTY's Road Work. Any conflicts between the existing or proposed facilities in the COUNTY's Road Work and the CITY's Utility Work shall be coordinated with the CITY and shall be adjusted or relocated to adequately accommodate the COUNTY's Road Work at the CITY's sole expense.

5. CITY REPRESENTATIVES

At its own expense, the CITY shall provide a knowledgeable representative to respond to any CITY's Utility Work related questions during the advertisement and bidding of the COUNTY'S Road Work. The CITY shall also provide a knowledgeable representative to attend any project meetings prior to and during the performance of the CITY'S Utility Work.

At its own expense, the CITY shall provide for the review and approval of shop drawings and any other submittals relating to the CITY's Utility Work during the construction of the COUNTY's Road Work. The review and approval of any shop drawings and submittals shall be performed in a timely manner and shall not delay the COUNTY's Road Work.

At its own expense, the CITY shall provide one on-site technician to observe the construction and assist in the coordination of testing of the CITY's Utility Work. At its own expense, the CITY shall provide for all testing required for the CITY's Utility Work, including but not limited to soil density and compaction testing. Field survey control, if required by the CITY for the CITY's Utility Work, shall be furnished to the CITY by the COUNTY.

During construction, the CITY's on-site technician shall furnish the County Engineer, or other duly appointed designee, with daily progress reports or diary records, approved quantities and amounts for weekly, monthly and final estimates. Any deficiencies noted in construction shall be immediately reported to the County Engineer, or other duly appointed designee, and the COUNTY shall maintain all necessary controls relative to the quality of construction. The CITY's on-site technician shall not communicate directly with the contractor's field representatives, but instead, shall communicate through the County Engineer, or other duly appointed designee.

C. COUNTY'S RESPONSIBILITIES**1. PROJECT SUPERVISION**

The COUNTY shall provide overall supervision to assure the JOINT PROJECT is constructed in compliance with all approved drawings and specifications. The COUNTY's responsibility for overall supervision does not relieve the CITY from performing its responsibilities in accordance with Section B.5.

2. ROAD WORK PLANS

The COUNTY shall provide to the CITY one PDF copy and one AutoCAD format copy of the COUNTY's Road Work plans. If necessary, the CITY shall be responsible for the conversion of the COUNTY'S Road Work plans to any other format at its own expense.

D. PROJECT PROCESS**1. BID DOCUMENTS**

The COUNTY shall be responsible for the assembly of all necessary bid documents for the COUNTY'S Road Work and the CITY's Utility Work. The COUNTY shall be responsible for advertisement, bidding, award and administration of the construction contract for the COUNTY's Road Work and the CITY's Utility Work. The plans, specifications and bid documents for the CITY's Utility Work shall be separately labeled as "CITY's Utility Work" for clarification. The COUNTY's contract documents will apply to both the COUNTY's Road Work and the CITY's Utility Work.

2. NOTIFICATION & AWARD

The COUNTY shall receive, open and evaluate all bids and award the contract concurrently for the combined CITY's Utility Work and the COUNTY's Road Work. The cost of such bidding process shall be at the sole expense of the COUNTY. The COUNTY will not award the JOINT PROJECT without prior review and acceptance by the CITY of the CITY's Utility Work portion of the bid and issuance of a CITY purchase order. The CITY shall notify the COUNTY of its acceptance of the COUNTY's selection, in writing, within ten (10) days of receipt of notice, including the CITY's intent to exercise any options permitted by this paragraph. The notice to the CITY by the COUNTY shall include the amount of the CITY's Utility Work listed separately. The CITY understands and agrees that the COUNTY intends to award the contract to the lowest responsive and responsible bidder for the combined COUNTY's Road Work and CITY's Utility Work; however, the COUNTY reserves the right to select and award the contract based on the lowest responsive and responsible bid for the COUNTY's Road Work or the CITY's Utility Work. Before the COUNTY considers awarding the contract to the lowest responsive and responsible bidder for the CITY's Utility Work, the CITY shall submit a formal

written request to the COUNTY agreeing to pay any difference between the bid for the COUNTY's Road Work associated with the CITY's selection, and the lowest responsive and responsible bid for the COUNTY's Road Work. The COUNTY will not award the JOINT PROJECT without receipt of a CITY purchase order.

The COUNTY and the CITY acknowledge that the COUNTY's bidding documents include a provision that subcontractors will be subject to review as to their competency prior to award of contract, and shall be one of the considerations in determining the lowest responsible bidder. In the event the lowest bidder has listed a subcontractor for the CITY's Utility Work which the CITY deems unacceptable due to cause, the COUNTY will request a change of that subcontractor with no change to the pricing in lieu of disqualifying the prime contractor. "Cause," shall include, but is not limited to considerations of past performance on projects owned by the COUNTY or the CITY and past or current litigation involving work performed by the subcontractor.

3. NO OBLIGATION

The COUNTY is under no obligation to accept any of the bids received at the bid opening for the combined COUNTY's Road Work and CITY's Utility Work, and may, at its option, without incurring any obligation to the CITY, reject all bids or any part of any bid received at bid opening.

4. CHANGE ORDERS

If any adjustments, relocations, repair and incidentals are required to be made to the CITY's Utility Work resulting from this JOINT PROJECT, not included in this Agreement, they shall be the sole responsibility and expense of the CITY and must be accomplished in written form with a description of the changed work and a sketch in a form acceptable to the COUNTY. The COUNTY shall review the change order documents only for their effect on COUNTY's Road Work and the overall cost of the contract. An authorized CITY representative shall review and approve by signing all change order documents relating to the CITY's Utility Work prior to the COUNTY's approval. The CITY shall amend its purchase order to reflect any approved change orders. All such work shall be coordinated with the construction of the COUNTY's Road Work and in a manner that will not cause inordinate delay or expense to the road contractor. If any changes are required to be made to the COUNTY's Road Work that impacts the CITY's Utility Work resulting from this JOINT PROJECT, not included in this Agreement, the CITY shall be given prompt notice and the opportunity to evaluate the changes and provide input, including the method used to measure the additional amount to be paid by the CITY, prior to the COUNTY's approval of the changes with the goal of minimizing the impacts to the CITY's Utility Work.

5. CONSTRUCTION

All services and work under the construction contract shall be performed to the

satisfaction of the County Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract for CITY'S Utility Work, including but not limited to the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the County Engineer after consultation with the CITY. The decision of the County Engineer upon all such questions, difficulties and disputes thereunder shall be final. However, the County Engineer's exercise of such decision-making authority will not authorize the Engineer to waive the requirement in Section B.2., above, that all of the CITY's Utility Work must be done in accordance with the CITY's design drawings and specifications. The County Engineer's authority is subject to the CITY's right to select the method of compensation for change orders consistent with the construction contract for the JOINT PROJECT.

The salvage value of any materials related to the CITY's Utility Work and removed from the construction site will become the property of the contractor and shall be disposed of by the contractor.

6. OWNERSHIP

Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all the CITY's utility facilities involved, according to the terms of the standard use permit required by the COUNTY's ordinance for occupancy of public rights-of-way. The CITY agrees that it shall:

- (a) Maintain and keep in good repair, or cause to be maintained and kept in good repair, all such facilities or utilities within the right-of-way of the COUNTY road; and
- (b) Comply with all provisions of law and the COUNTY's manual with amendments and specifications for traffic control routing and parking; and
- (c) Conform with all other regulations of the COUNTY pertaining to occupancy of public rights-of-way.

E. CITY FUNDING

The CITY warrants that sufficient funds to cover the CITY's Utility Work will be encumbered in an account upon receipt of the lowest responsive and responsible bid, and said funds shall be available exclusively for prompt payment of the costs of the CITY's Utility Work, including any administrative, change order or contingency costs identified by the COUNTY. The CITY shall prepare and deliver a purchase order to the COUNTY for the amount of the CITY's Utility Work prior to the award of a contract for the JOINT PROJECT. The COUNTY will prepare and deliver an invoice for the cost of the CITY's Utility Work to the CITY monthly as the CITY's work is completed and the contractor submits pay requests. The CITY will be provided the pay requests for review and written acceptance as to the percentage or quantities, as applicable, of work completed prior to processing for payment. The

CITY shall pay all received invoices to the COUNTY within twenty (20) business days following receipt of the invoice. All invoices shall be sent to: City of Holly Hill, Mark Juliano, Public Works Director, 453 LPGA Boulevard, Holly Hill, FL 32117.

Upon final completion of all construction work, the COUNTY shall within one hundred eighty (180) days, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the CITY's Utility Work performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the JOINT PROJECT; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and, the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the COUNTY's records, accounts or other relevant documents. All cost and accounts shall be subject to audit by a representative of the CITY. Upon receipt of final invoices prepared in accordance with the provision of the COUNTY procedures, the CITY agrees to reimburse the COUNTY, within twenty (20) business days the amount of such cost.

F. INDEMNIFICATION

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in § 768.28, Florida Statutes.

G. MISCELLANEOUS

1. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the Parties regarding the COUNTY's Road Work and CITY's Utility Work as set forth herein. All negotiations, proposals and draft agreements, oral or written (or portions thereof) or understandings of any kind between the parties relating to the subject matter hereof are hereby superseded by this AGREEMENT to the extent the provisions of this AGREEMENT relate to such prior agreements or understandings or portions thereof.

2. AMENDMENT

This AGREEMENT may only be amended, modified or supplemented in writing which must be duly approved and executed by the COUNTY and CITY.

3. SEVERABILITY

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this

AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

4. LAW/VENUE

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida. In the event a Party deems it necessary to take legal action to enforce any provision of this AGREEMENT, each Party shall bear its own attorneys' fees and costs.

5. NOTICES

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO COUNTY: VOLUSIA COUNTY
ATTN: JAMES T. DINNEEN
COUNTY MANAGER
123 WEST INDIANA AVENUE, RM 301
DELAND, FL 32720

COPY TO: VOLUSIA COUNTY
GERALD N. BRINTON, P.E.
COUNTY ENGINEER
123 WEST INDIANA AVENUE
DELAND, FL 32720

TO CITY: CITY OF HOLLY HILL
ATTN: JOSEPH FORTE
CITY MANAGER
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

COPY TO: CITY OF HOLLY HILL
ATTN: MARK JULIANO
PUBLIC WORKS DIRECTOR
453 LPGA BOULEVARD
HOLLY HILL, FL 32117

6. COUNTY FUNDING

The COUNTY's responsibilities under this AGREEMENT are contingent upon the

appropriation of funds required for the COUNTY's Road Work.

7. EFFECTIVE DATE/TERM

This AGREEMENT shall be effective on the date of execution by the COUNTY and shall continue in full force and effect until final reconciliation and payment, in full by the CITY under this AGREEMENT, is received by the COUNTY.

8. FORCE MAJEURE

Neither the COUNTY nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the nonperforming Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

9. ASSIGNMENT

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

10. HEADINGS

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

11. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the COUNTY and the CITY.

12. EXECUTION OF DOCUMENTS; RECORDING

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The COUNTY shall retain one (1) fully executed original and the CITY shall retain one (1) fully executed original. After execution by the Parties, this AGREEMENT shall be recorded in the Public Records of Volusia County by the COUNTY

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

Valerie Manning
VALERIE MANNING
CITY CLERK

CITY OF HOLLY HILL, FLORIDA

BY: [Signature]
JOHN PENNY
MAYOR

DATE: 9/28/15

ATTEST:

[Signature]
JAMES T. DINNEEN
COUNTY MANAGER

COUNTY OF VOLUSIA, FLORIDA

BY: [Signature]
JASON P. DAVIS, CHAIR
COUNTY COUNCIL

DATE: 9-30-15

Approved as to form
and correctness:

Shannon Eller
SHANNON ELLER
ASSISTANT COUNTY ATTORNEY

Scott G. Simpson
SCOTT SIMPSON
CITY ATTORNEY

CITY OF HOLLY HILL
Budget Amendment Request - ATTACHEMENT "A"
Fiscal Year 2015-2016

Requesting Department		Date
W&S R&R Bond		3/22/2016
TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
487-0000-380-10-00	Appropriated Fund Balance	131,700.00
	Total	131,700.00
ADD FUNDS TO ACCOUNT NUMBER:		
487-3010-533-63-00	Infrastructure	131,700.00
	Total	131,700.00

Purpose of Transfer: (include as much detail as possible)

For Commission Approval: Appropriate remainder of 2011 Water & Sewer System Improvements Bond proceeds for Joint Participation Agreement (JPA) with Volusia County to relocate raw water main facilities due to LPGA widening project.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

----- Management Approvals -----		
Department Head Signature		Date
City Manager Signature		Date
----- For Finance Use Only -----		
Step 1: Finance Review		
Finance Director Signature		Date
Step 2: Budget Adjustment Entry		
Funds are available for this request?	☐ Yes ☐ No	HTE Group #
Employee Signature		Date

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

February 17, 2016

*Emailed: wsmyser@hollyhillfl.org
Hard Copy Mailed only on Request*

Walt Smyser
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Subject: LPGA Boulevard Raw Water Main Adjustments Bid Review

Dear Walt,

As you are aware, the LPGA Boulevard Widening project by Volusia County included City of Holly Hill raw water main adjustments to be constructed as a joint participation project with the roadway widening. Our firm designed and permitted the raw water main adjustments. Bids were recently received by the county and the results were forwarded to us for evaluation. We have attached a bid tabulation for the raw water main items only, along with comments.

As can be seen, the overall bids were significantly higher than our engineer's estimate. There are several reasons for these results. The most significant is the rising demand in the construction market is causing costs to increase. We have seen recent bids coming in at 25% to 30% increase from just a year ago.

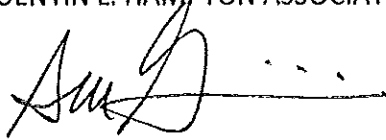
Also, the County required the City to share in funding the cost of the general provisions in the contract such as mobilization and traffic control which is difficult to predict how bidders will cost out. The "mobilization" item average cost was approximately \$10,000 above the estimate. However, two bidders submitted a mobilization cost that was relatively close to the estimated cost. Traffic control was item that was widely varied.

In comparing the apparent low bidder's (Built-Rite) cost, the items which appear to have contributed to a high bid compared to the estimate are bid items 3, 4, 5, 8 & 9. Items 10, 11, 12 are contingency items that may not be used which add up to \$16,500. Item 13 -Record Drawing Preparation is significantly higher than others. This item may be negotiated out of the project in our opinion. The City can possibly have the as-builts provided by others at a much reduced cost. With the contingency items and the item 13 amounts, there is a savings of \$26,500, possibly.

Attachment: QLHA Recommendation (1301 : Raw Water Main Relocation Jimmy Ann Blvd to Derbyshire (CONSTRUCTION))

We have worked with Built-Rite on other projects and they are qualified contractors with numerous years of experience. We have no issue with recommending them on any projects of this nature. Please call our office if there are questions.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'AMG', followed by a horizontal line.

Andrew M. Giannini, P.E.
Project Manager

AMG:mt

Enclosure



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

**City Commission
Ordinance**

MEETING DATE: March 22, 2016
FROM: Steve Aldrich
SUBJECT: Police Pension Ordinance Amendment - Ordinance 2973 - Second
and Final Reading
NUMBER: (ID # 1294)
APPLICANT:
PLANNER:

DISCUSSION: This Ordinance amendment is to address the proper effective date, October 1, 2015, of changes to the Police Officers contribution rates as agreed upon between the City and the Coastal Florida Police Benevolent Association.

FISCAL ANALYSIS: The financial impact to the City was the result of the collective bargaining agreement between the Coastal Florida P.B.A. and the City. See attached Actuarial Impact Statement. The Actuarial Impact Statement indicates and expected increase of \$4,543.00 to the city of the course of the current fiscal year.

STAFF RECOMMENDATION: Approval of Ordinance amendment as stated.

COMMISSION GOAL: 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 approve Ordinance 2973 for second and final reading as amended.

ATTACHMENTS:

- Actuarial Impact Statement for Ordinance change - 2016 (PDF)
- Implement CBA Changes Ordinance Amendment (15Feb2016) (PDF)
- Artical 31 - Pension update - 2015 (PDF)

HISTORY:

03/08/16

City Commission

APPROVED AT 1ST READING

Next: 03/22/16

Ordinance No. (ID # 1294)**POLICE PENSION ORDINANCE AMENDMENT - ORDINANCE 2973 -
SECOND AND FINAL READING****ORDINANCE 2973**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSION AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR CLARIFICATION OF THE NEW CONTRIBUTION RATES; PROVIDING FOR A REPEALER, PROVIDING FOR A SAVINGS CLAUSE, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill and the Coastal Florida Police Benevolent Association have agreed to a new collective bargaining agreement that will be in effect from October 1, 2015 through September 30, 2018; and

WHEREAS, the new collective bargaining agreement contains several changes to the pension benefits offered to police officers; and

WHEREAS, the City Council wishes to clarify the changes reached in collective bargaining and to comply with the terms of Chapter 185, Florida Statutes, and

WHEREAS, the trustees of the Police Officers Pension Trust Fund of the City of Holly Hill have requested and approved such amendment as being in the best interests of the participants and beneficiaries as well as improving the administration of the plan, and

WHEREAS, the City Council has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein.

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

Section 1. That Section 42-31(4) and 42-31(5) of the Code of Ordinances of the City of Holly Hill, Florida are hereby amended as follows:

Sec. 42-31. Pension Benefits.

- (4) All police officers employed by the city shall contribute 19.2 percent of each installment of salary to the police officers' retirement trust fund. Effective October 1, 2005, all police officer contributions shall be reduced to five percent of each installment of salary. Each police officer who is not in the DROP and was hired on or after July 1, 2011, shall, ~~beginning effective~~ effective July 1, 2011, contribute ~~seven~~ eight percent of each installment of salary to the pension plan. Effective October 1, 2015 police officers hired after July 1, 2011 shall contribute seven percent of each installment of salary to the pension plan. This contribution shall be considered an employee contribution in accordance with Ordinance No. 2373, code subsection 42-31(d) of the Code of Ordinances of Holly Hill, Florida. The city shall withhold such percentage from each installment of salary of each police officer which shall be deposited in the retirement trust fund at least monthly. This contribution shall also be considered as an employee contribution and shall be included in the computation of the police officers' average final compensation. However, police officers employed with the city prior to October 1, 1999, shall have 10.6 percent added to their final average compensation. No police officer shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the city directly to the retirement trust fund. All withholdings as required by state and federal laws shall be deducted from the above described contributions and the remaining net contribution shall be distributed to the retirement trust fund. All such contributions by the city shall be deemed and considered as part of the police officers accrued contributions and subject to all provisions of this plan pertaining to accrued contributions of police officers, except as set forth below. This city pickup of contributions is intended to comply with section 414(h)(2) of the Internal Revenue Code.
- (5) The effective date of allowing police officers to retire upon the earlier of attaining the age of 55 and completion of ten years of credited service or upon completion of 20 years of credited service regardless of age shall be October 1, 1993. The effective date of the increase of employee deductions from 9.2 percent to 11.2 and

the decrease of the employee contribution in lieu of payroll deductions from 10.6 percent to eight percent shall be as of October 1, 1999. The effective date of the decrease of employee deductions from 11.2 percent to five percent and the decrease of the employee contribution in lieu of payroll deductions from eight percent to zero shall be as of October 1, 2005. Each police officer who is not in the DROP and was hired on or after July 1, 2011 shall, effective July 1, 2011, contribute ~~seven~~ eight percent of each installment of salary to the pension plan. Effective October 1, 2015 police officers hired after July 1, 2011 shall contribute seven percent of each installment of salary to the pension plan.

Section 2. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, all charter sections or parts of sections, and all resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

Section 3. If any word, phrase, clause, subsection or section of this ordinance be for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 4. That codification of this Ordinance in the City Code of Ordinances is hereby authorized and directed.

Section 5. That this Ordinance shall become effective immediately upon its adoption.

Section 6. That this Ordinance shall be posted at City Hall as required by law.

APPROVED AND AUTHENTICATED on this 22nd day of March, 2016 for second and final reading.

CITY OF HOLLY HILL
POLICE OFFICERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

January 4, 2016
(Page 1)

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes), and the Required City Contributions, resulting from the implementation of the following changes:

- 1.) For Members hired after July 1, 2011 the Member Contribution rate is decreased from 8% of pay to 7% of pay effective October 1, 2015.
- 2.) Establishing a share plan.
- 3.) The bargaining parties mutually consent to allowing the use of all State Monies received to be utilized to offset the City's Required Contribution.

The cost impact, determined as of October 1, 2014, as applicable to the plan/fiscal year ending September 30, 2016, is as follows:

	<u>Current</u>	<u>Proposed</u>
Total Required Contribution	641,027	640,061
Expected Member Cont.	76,516	71,007
Required City and State Cont	564,511	569,054
Estimated State Contribution ¹	102,019	102,019
Balance From City	462,492	467,035

¹ Represents the amount received during fiscal 2015. The City may use all amounts received to offset their required contribution.

CITY OF HOLLY HILL
POLICE OFFICERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

January 4, 2016
(Page 2)

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All of the sections of this report and the October 1, 2014 valuation report are considered an integral part of the actuarial opinions.



Patrick T. Donlan, ASA, MAAA
Enrolled Actuary #14-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of the proposed improvement.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2014</u>	Old Benefits <u>10/1/2014</u>
A. Participant Data		
Number Included		
Actives	23	23
Service Retirees	14	14
DROP Retirees	0	0
Beneficiaries	1	1
Terminated Vested	7	7
Disability Retirees	<u>2</u>	<u>2</u>
Total	47	47
Total Annual Payroll	\$1,090,976	\$1,090,976
Payroll Under Assumed Ret. Age	1,090,976	1,090,976
Annual Rate of Payments to:		
Service Retirees	591,030	591,030
DROP Plan Members	0	0
Beneficiaries	14,283	14,283
Terminated Vested	62,860	62,860
Disability Retirees	20,698	20,698
B. Assets		
Actuarial Value ¹	8,362,160	8,362,160
Market Value ¹	8,756,934	8,756,934
C. Liabilities		
Present Value of Benefits		
Active Members		
Retirement Benefits	3,673,581	3,673,581
Disability Benefits	32,620	32,633
Death Benefits	26,595	27,341
Vested Benefits	539,256	539,256
Refund of Contributions	78,322	82,581
Service Retirees	7,205,876	7,205,876
DROP Plan Members ¹	0	0
Beneficiaries	129,257	129,257
Terminated Vested	392,916	392,916
Disability Retirees	151,829	151,829
Excess State Monies Reserve	<u>0</u>	<u>0</u>
Total	12,230,252	12,235,270

C. Liabilities - (Continued)	New Benefits 10/1/2014	Old Benefits 10/1/2014
Present Value of Future Salaries	6,375,583	6,375,583
Present Value of Future Member Contributions	377,323	406,595
EAN Normal Cost (Retirement)	152,200	152,200
EAN Normal Cost (Disability)	3,665	3,666
EAN Normal Cost (Death)	2,679	2,778
EAN Normal Cost (Vesting)	35,929	35,929
EAN Normal Cost (Refunds)	13,071	13,804
Total Normal Cost (Entry Age Method)	207,544	208,377
Present Value of Future Normal Costs (Entry Age)	1,223,346	1,227,711
Accrued Liability (Retirement)	2,779,377	2,779,377
Accrued Liability (Disability)	11,199	11,200
Accrued Liability (Death)	11,761	11,842
Accrued Liability (Vesting)	311,741	311,741
Accrued Liability (Refunds)	12,950	13,521
Accrued Liability (Inactives) ¹	7,879,878	7,879,878
Excess State Monies Reserve	0	0
Total Actuarial Accrued Liability	11,006,906	11,007,559
Unfunded Actuarial Accrued Liability (UAAL)	2,644,746	2,645,399
D. Actuarial Present Value of Accrued Benefits		
Vested Accrued Benefits		
Inactives ¹	7,879,878	7,879,878
Actives	1,570,788	1,570,788
Member Contributions	434,396	434,396
Total	9,885,062	9,885,062
Non-vested Accrued Benefits	244,372	244,372
Total Present Value Accrued Benefits	10,129,434	10,129,434
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	0	
Assumption Changes	0	
New Accrued Benefits	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total:	0	

Valuation Date Applicable to Fiscal Year Ending	New Benefits 10/1/2014 <u>9/30/2016</u>	Old Benefits 10/1/2014 <u>9/30/2016</u>
E. Pension Cost		
Normal Cost (with interest) ¹ % of Total Annual Payroll	\$228,247	\$229,163
Administrative Expenses (with interest) ¹ % of Total Annual Payroll	\$24,146	\$24,146
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years ¹ (as of 10/1/2014) % of Total Annual Payroll	\$387,668	\$387,718
Total Required Contribution % of Total Annual Payroll	\$640,061	\$641,027
Expected Member Contributions ¹ % of Total Annual Payroll	\$71,007	\$76,516
Expected City & State Contribution % of Total Annual Payroll	\$569,054	\$564,511

¹ Contributions developed as of 10/1/2014 displayed above have been adjusted to account for assumed salary increases and interest components.

ACTUARIAL ASSUMPTIONS AND METHODS

<u>Mortality Rate</u>	RP-2000 Table with no projection – Based on a study of over 650 public safety funds, this table reflects a 10% margin for future mortality improvements. (Disabled lives set forward 5 years).
<u>Interest Rate</u>	7.50% per year compounded annually, net of investment related expenses.
<u>Retirement Age</u>	Earlier of age 55 and 6 years of service (10 years of service if hired after July 1, 2011), or the completion of 20 years of service, regardless of age. Also, any member who has reached Normal Retirement is assumed to continue employment for one additional year.
<u>Early Retirement</u>	Commencing with eligibility for Early Retirement Age (age 50 with 6 years of Service (10 years of service if hired after July 1, 2011)), members are assumed to retire with an immediate subsidized benefit at the rate of 5.00% per year.
<u>Disability Rate</u>	See table below (1201), 75% of disablements are assumed to be service related.
<u>Termination Rate</u>	See table below (1305).
<u>Salary Increases</u>	6.00% per year until the assumed retirement age; see table below. Projected salary at retirement is increased 40% to account for non-regular compensation.
<u>Payroll Increase</u>	Up to 5.00% per year (1.32% for 10/1/2014 Val).
<u>Cost of Living Adjustments</u>	2.00% per year for all retirees who retired after September 30, 2006 commencing 5 years after retirement (including disability retirees & beneficiaries of retirees).
<u>Administrative Expenses</u>	\$21,956 annually.
<u>Funding Method</u>	Entry Age Normal Actuarial Cost Method.
<u>Asset Valuation Method</u>	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

<u>Age</u>	<u>% Terminating During the Year</u>	<u>% Becoming Disabled During the Year</u>	<u>Current Salary as % of Salary at age 50</u>
20	17.2%	0.03%	17.4%
30	15.0	0.04	31.2
40	8.2	0.07	55.8
50	1.7	0.18	100.0

SUMMARY OF CURRENT PLAN
(Through Ordinance No. 2945)

<u>Latest Amendment Date</u>	November 12, 2013.
<u>Eligibility</u>	Full-time employees who are classified as full-time sworn police officers shall participate in the System as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of continuous employment with the City as a Police Officer.
<u>Earnings</u>	Total W-2 Earnings plus all tax deferred or tax exempt items of income. Additional 10.6% of Earnings included for calculating AFC if employed prior to 10/1/1999.
<u>Average Final Compensation (AFC)</u>	Average Earnings for the highest 5 years during the 10 years immediately preceding retirement or termination.
<u>Member Contributions</u>	5.00% of Earnings, 8.00% if hired on or after July 1, 2011.
<u>Member Contributions by City</u>	8.00% of Earnings prior to October 1, 2005; 0.00% thereafter. Members hired on or after 10/1/1999 vest in these contributions 16.66% for each complete year of Credited Service to 100% after 6 years of Credited Service. Members hired before 10/1/1999 are 100% vested in these contributions.
<u>City and State Contributions</u>	Remaining amount necessary to pay current costs and amortize past service cost if any, over 30 years.
<u>Normal Retirement</u>	
Date	Earlier of Age 55 and 6 years of Credited Service or 20 years of Credited Service. For Members hired on or after July 1, 2011, the Earlier of age 55 and 10 years of Credited Service or 20 years of credited service regardless of age.
Benefit	3.00% of Average Final Compensation times Credited Service. Members retiring after 10/1/1999 receive \$150 per month, payable for life.
Form of Benefit	Ten Year Certain and Life Annuity (options available).

Early Retirement

Eligibility Age 50 and 6 Years of Credited Service. For Members hired on or after July 1, 2011, age 55 and 10 Years of Credited Service.

Benefit Accrued benefit, reduced 3% per year.

Cost of Living Adjustment

Annual 2.00% increase commencing 5 years after retirement for those Members who retire on or after October 6, 2009 (including disability retirees and beneficiaries, but not including those who terminate prior to reaching their Early or Normal Retirement Date and later begin drawing benefits).

Vesting

Schedule 100% after 6 years of Credited Service. For Members hired on or after July 1, 2011, 100% after 10 years of Credited Service.

Benefit Amount Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Retirement Date.

Disability

Eligibility Service Incurred: Covered from date of employment.
Non-Service Incurred: 10 years of Credited Service.

Benefit Benefit accrued to date of disability but not less than 42% of Average Final Compensation (Service Incurred), or 25% of Average Final Compensation (Non-Service Incurred).

Duration Payable for life (with 120 months guaranteed) or until recovery (as determined by the Board). Options are available.

Death Benefits

Pre-Retirement Vested: Monthly accrued benefit payable to designated beneficiary for 10 years.
Non-vested: Refund of accumulated contributions without interest.

Post-Retirement Benefits payable to beneficiary in accordance with option selected at retirement.

Board of Trustees

- a. Two Commission appointees,
- b. Two Members of the Department elected by the membership, and
- c. Fifth Member elected by other 4 and appointed by Commission.

Deferred Retirement Option Plan

Eligibility

Eligibility for Normal Retirement.

Participation

Not to exceed 60 months.

Rate of Return

Actual net rate of investment return (total return net of brokerage commissions, management fees and transaction costs).

Form of Distribution

Lump sum at termination of employment.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING CHAPTER 42 (PENSION AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR CLARIFICATION OF THE NEW CONTRIBUTION RATES; PROVIDING FOR A REPEALER, PROVIDING FOR A SAVINGS CLAUSE, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill and the Coastal Florida Police Benevolent Association have agreed to a new collective bargaining agreement that will be in effect from October 1, 2015 through September 30, 2018; and

WHEREAS, the new collective bargaining agreement contains several changes to the pension benefits offered to police officers; and

WHEREAS, the City Council wishes to clarify the changes reached in collective bargaining and to comply with the terms of Chapter 185, Florida Statutes, and

WHEREAS, the trustees of the Police Officers Pension Trust Fund of the City of Holly Hill have requested and approved such amendment as being in the best interests of the participants and beneficiaries as well as improving the administration of the plan, and

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

**THE CITY OF HOLLY HILL, FLORIDA HEREBY ORDAINS AS
FOLLOWS:**

Section 1. That Section 42-31(4) and 42-31(5) of the Code of Ordinances of the City of Holly Hill, Florida are hereby amended as follows:

Sec. 42-31. Pension Benefits.

...

- (4) All police officers employed by the city shall contribute 19.2 percent of each installment of salary to the police officers' retirement trust fund. Effective October 1, 2005, all police officer contributions shall be reduced to five percent of each installment of salary. Each police officer who is not in the DROP and was hired on or after July 1, 2011, shall, ~~beginning effective~~ effective July 1, 2011, contribute ~~seven~~ eight percent of each installment of salary to the pension plan. Effective October 1, 2015 police officers hired after July 1, 2011 shall contribute seven percent of each installment of salary to the pension plan. This contribution shall be considered an employee contribution in accordance with Ordinance No. 2373, code subsection 42-31(d) of the Code of Ordinances of Holly Hill, Florida. The city shall withhold such percentage from each installment of salary of each police officer which shall be deposited in the retirement trust fund at least monthly. This contribution shall also be considered as an employee contribution and shall be included in the computation of the police officers' average final compensation. However, police officers employed with the city prior to October 1, 1999, shall have 10.6 percent added to their final average compensation. No police officer shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the city directly to the retirement trust fund. All withholdings as required by state and federal laws shall be deducted from the above described contributions and the remaining net contribution shall be distributed to the retirement trust fund. All such contributions by the city shall be deemed and considered as part of the police officers accrued contributions and subject to all provisions of this plan pertaining to accrued contributions of police officers, except as set forth below. This city pickup of

contributions is intended to comply with section 414(h)(2) of the Internal Revenue Code.

- (5) The effective date of allowing police officers to retire upon the earlier of attaining the age of 55 and completion of ten years of credited service or upon completion of 20 years of credited service regardless of age shall be October 1, 1993. The effective date of the increase of employee deductions from 9.2 percent to 11.2 and the decrease of the employee contribution in lieu of payroll deductions from 10.6 percent to eight percent shall be as of October 1, 1999. The effective date of the decrease of employee deductions from 11.2 percent to five percent and the decrease of the employee contribution in lieu of payroll deductions from eight percent to zero shall be as of October 1, 2005. Each police officer who is not in the DROP and was hired on or after July 1, 2011 shall, effective July 1, 2011, contribute ~~seven~~ eight percent of each installment of salary to the pension plan. Effective October 1, 2015 police officers hired after July 1, 2011 shall contribute seven percent of each installment of salary to the pension plan.

...

Section 2. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, all charter sections or parts of sections, and all resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

Section 3. If any word, phrase, clause, subsection or section of this ordinance be for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 4. That codification of this Ordinance in the City Code of Ordinances is hereby authorized and directed.

Section 5. That this Ordinance shall become effective immediately upon its adoption.

Section 6. That this Ordinance shall be posted at City Hall as required by law.

The foregoing Ordinance was introduced and read on first reading before the City Council of the City of Holly Hill, Florida, at its regular meeting held in council chambers at City Hall, on the ____ day of _____, 20__.

It was moved by Councilman _____ and seconded by Councilman _____ that said Ordinance be approved on first reading. A roll call vote of the Council held on said motion for approval of the Ordinance resulted as follows:

Mayor	_____
Councilman	_____
Councilman	_____
Councilman	_____
Councilman	_____

The foregoing Ordinance was introduced and read on second reading before the City Council of the City of Holly Hill, Florida, at its regular meeting held in council chambers at City Hall, on the ____ day of _____, 20__.

It was moved by Councilman _____ and seconded by Councilman _____ that said Ordinance be adopted. A roll call vote of the Council held on said motion to adopt the Ordinance resulted as follows:

Mayor	_____
Councilman	_____
Councilman	_____
Councilman	_____
Councilman	_____

Whereupon, the Mayor of the City of Holly Hill, Florida has hereunto set her official signature, duly attested by the City Clerk, and has caused the official seal of said City to be affixed, all at City Hall in the City of Holly Hill, Florida, this ____ day of _____, 20__, as is required by law.

CITY OF HOLLY HILL, FLORIDA

Mayor

ATTEST:

CITY CLERK

Approved as to form and legality:

CITY ATTORNEY

ARTICLE 31

PENSION

31.1 The pension plan includes a five (5) year “Drop Plan” as outlined in the amendment to ordinance Chapter 42 section 42.31 (c) Pension Benefits adding a Deferred Retirement Option Program. A copy of the proposed ordinance change is attached for reference. The addition of this DROP was determined to be “cost neutral” by the fund’s actuary and will have no negative or positive impact on the fund. Bargaining unit member’s electing to enter the DROP must make application and abide by the provisions of the DROP with the understanding that participation is irrevocable.

31.2 The City shall eliminate the contributions the City makes to the fund on the behalf of each bargaining unit member. For purposes of calculating the final average compensation for each bargaining unit member who was enrolled in the pension plan as of September 30, 1999, final average compensation shall be calculated at the rate of one hundred ten and six-tenths percent (110.6%) of Pension able Income. All others will be compensated at 100% of final average compensation.

31.3 The City and the Association agree to modify the present pension plan as of October 1, 2005, to include the following provisions:

a. Each bargaining unit member who is not in the DROP shall, beginning October 1, 2005, contribute five (5%) percent of each installment of salary to the pension plan. This contribution shall be considered an bargaining unit member contribution in accordance with Ordinance #2373, Code Section 42-31(d)-of the Code of Ordinances of Holly Hill, Florida.

b. The plan will include an annual two percent (2%) cost of living increase for all bargaining unit member retiring on or after September 30, 2006, beginning on the first year

anniversary of their retirement date. Any bargaining unit member retiring after ratification of this contract, the (2%) cost of living increase will commence on the fifth (5th) anniversary year of their retirement date.

c. Each bargaining unit member who is not in the DROP and was hired on or after July 1, 2011 shall, beginning July 1, 2011, contribute seven (7%) percent of each installment of salary to the pension plan. This contribution shall be considered a bargaining unit member contribution in accordance with Ordinance #2373, Code Section 42-31(d) of the Code of Ordinances of Holly Hill, Florida.

31.4 The medical stipend benefit supplement will be increased to \$150.00 per month, payable to all future retirees and disability recipients for the life of the member's pension benefits, regardless of service.

31.5 The benefit rate multiplier of the plan shall increase from two and one-half percent (2.5%) to three percent (3.0%) for all bargaining unit members who retired on or after October 1, 1999.

31.6 When a bargaining unit member of the fund terminates employment prior to retirement, they may choose to withdraw the money they contributed to the fund. All bargaining unit members will receive 100% of the contribution they made as a police officer contribution. Bargaining unit members enrolled in the fund as of September 30, 1999 will receive 100% of the contribution the City made to the fund in the name of the officer less applicable taxes.

31.7 Normal Retirement. A bargaining unit member's normal retirement date shall be the first day of month coincident with, or next following, the later of attainment of his 55th birthday, and the completion of six (6) years of credited service in the system or the completion of twenty (20) years of credited service in the system, regardless of age. A bargaining unit member's

normal retirement date for officers hired on July 1, 2011 or thereafter shall be the first day of the month coincident with, or next following, the latter of attainment of his/her 55th birthday, and the completion of ten (10) years of credited service in the system or the completion of twenty (20) years of credited service in the system, regardless of age.

31.8 Credit for Military Service. A bargaining unit member may buy back up to four (4) years of creditable service in the system subject to the following conditions:

a. The bargaining unit member must have 10 years vested in the Holly Hill Pension System.

b. The bargaining unit member makes both the required bargaining unit member contribution and the

employer contribution.

c. Military service is defined as active duty in the Armed Forces of the United

States and bargaining unit member has received an honorable discharge DD-214.

d. Military service used in any other retirement system, including a pension

system under chapter 67 of Title 10 of the United States Code is not eligible

buy-back unto the system

31.9 Credit for Previous Law Enforcement Experience. A bargaining unit member may buy back creditable service time for periods of public law enforcement employment with the State of Florida or another state subject to the following:

- a. Previous law enforcement experience must have been as a sworn law enforcement officer and performed in the employ of a state political subdivision, thereof, or with the Federal Government.
- b. Service was provided prior to a period of membership in this pension system.
- c. Not more than four (4) years of creditable service may be purchased.
- d. The bargaining unit member makes both the required bargaining unit member contribution and the employer contribution.
- e. The bargaining unit member must have 6 years vested in the Holly Hill Pension System. For bargaining unit member hired July 1, 2011 or thereafter, the member must have ten (10) years vested in the Holly Hill Pension System.
- f. Previous law enforcement experience used in any other retirement system or where the bargaining unit member received a retirement benefit during that time of employment is not eligible.

31.10 Credit for both military and previous employment shall not exceed a total of four (4) years combined.

31.11 The parties agree that all funds in the excess state monies reserve (in the growth amount above year 2012) shall be applied to reduce the unfunded actuarial accrued liability of the Pension Plan. In addition, the parties agree that all premium tax revenues received in the future pursuant to Chapter 185, Florida Statutes shall be applied to reduce the City's annual required contribution to the Pension Plan. The parties agree that the City will establish a defined contribution plan (share plan) as a component of the Pension Plan in accordance with 2015 SB 172, but that the defined contribution plan (share plan) will not be funded during the term of this Agreement.