

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • AUGUST 27, 2024

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

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

- 1. Minutes - August 13, 2024 Regular City Commission Meeting and Election Minutes - August 20, 2024 General Election
(Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 3)

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

- 1. Resolution -2024-R-56 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Mayor and City Manager to Enter into an Agreement with Volusia County Regarding Transportation Impact Coordination; Providing for Severability; and Providing for an Effective Date.
(Requested by Joseph Forte, City Manager)
- 2. Resolution -2024-R-57 A Resolution of the City of Holly Hill, Florida, Approving the Piggy-Back of the Toho Water Authority Agreement with A.C. Schultes for Maintenance and Repair Services for Water Supply Wells and Pumps at a Cost of \$58,684.07; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 3. 2024-2025 Holiday Calendar
(Requested by Valerie Manning, City Clerk)

5. REGULAR AGENDA

- 1. Resolution -2024-R-58 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2023-2024; Providing for Severability; and Providing for an Effective Date.
(Requested by Michele Moore, Finance)
- 2. Request for Code Enforcement Lien Reduction - 135 Walker Street
(Requested by Joseph Forte, City Manager)

6. PUBLIC HEARINGS - NONE

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.

7. COMMUNICATIONS

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

8. ADJOURNMENT

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

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



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



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

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



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

3.1

**City Commission
Agenda Item**

MEETING DATE: August 27, 2024
FROM: Valerie Manning
SUBJECT: Minutes - August 13, 2024 Regular City Commission Meeting and
Election Minutes - August 20, 2024 General Election
NUMBER: (ID # 4600)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the August 13, 2024 regular City Commission meeting and the Election Minutes from the August 20, 2024 General Election.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - August 13, 2024 - Regular City Commission meeting (PDF)
- Election Minutes - August 20, 2024 - General Election (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • AUGUST 13, 2024

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner Roy Johnson - Senior Pastor Vic Pruett, Holly Hill Church of Christ Pastor Pruett led the invocation.

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

2. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commission:

Arthur Byrnes, Holly Hill.

3. APPROVAL OF MINUTES

1.

Minutes - July 23, 2024 Budget Workshop and July 23, 2024 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 13th day of August, 2024, in Holly Hill



4. CONSENT AGENDA - ITEMS (1 - 5)

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

1. -2024-R-51 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Increasing the “Not to Exceed” Purchasing Authority with Hydra Services, Inc., to \$155,000 for Lift Station Pumps, Repairs and Parts, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2024-R-51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, INCREASING THE “NOT TO EXCEED” PURCHASING AUTHORITY WITH HYDRA SERVICES, INC., TO \$155,000 FOR LIFT STATION PUMPS, REPAIRS AND PARTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, INCREASING THE “NOT TO EXCEED” PURCHASING AUTHORITY WITH HYDRA SERVICES, INC., TO \$155,000 FOR LIFT STATION PUMPS, REPAIRS AND PARTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Utility requires pumps, repairs and parts to maintain continuous sewer collection and wastewater treatment as required under the Florida Department of Environmental Protection permit; and

WHEREAS, the Holly Hill City Commission approved an annual purchase with Hydra Services, Inc., for lift station pumps, repairs and parts in an amount not to exceed \$110,000 annually through Resolution 2024-R-2; and

WHEREAS, the failure of the pump at a major lift station necessitated the emergency purchase of a lift station pump at a cost of \$24,607, causing the pump replacement

project to exceed its approved budget; and

WHEREAS, adequate budget is available within the City sewer funds to increase the annual purchasing amount to \$155,000 for lift station pumps, repairs, and parts.

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

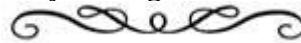
SECTION 1. That the Commission of the City of Holly Hill approve increasing the “Not to Exceed” purchasing authority with Hydra Services, Inc., to \$155,000 for lift station pumps, repairs and parts for the current fiscal year.

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

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

APPROVED AND AUTHENTICATED on this 13th day of AUGUST, 2024.

Enacted and approved this 13th day of August, 2024, in Holly Hill



2. -2024-R-52 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Declaring Identified Items as Surplus and Authorizing the Recycling of Information Technology Zone Director and Hewlett Packard (HP) Computers and the Scrapping of 2004 Ford Ranger Vehicle 110 and 2006 Ford F-150 Vehicle 3; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2024-R-52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, DECLARING IDENTIFIED ITEMS AS SURPLUS AND AUTHORIZING THE RECYCLING OF INFORMATION TECHNOLOGY ZONE DIRECTOR AND HEWLETT PACKARD (HP) COMPUTERS AND THE SCRAPPING OF 2004 FORD RANGER VEHICLE 110 AND 2006 FORD F-150 VEHICLE 3; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

IDENTIFIED ITEMS AS SURPLUS AND AUTHORIZING THE RECYCLING OF INFORMATION TECHNOLOGY ZONE DIRECTOR AND HEWLETT PACKARD (HP) COMPUTERS AND THE SCRAPPING OF 2004 FORD RANGER VEHICLE 110 AND 2006 FORD F-150 VEHICLE 3; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Information Technology Department has identified three (3) computers and one (1) zone director as past their useful life; and

WHEREAS, the Public Works Department has identified a 2004 Ford Ranger vehicle #110 as past its useful life and no longer safe to drive and a 2006 Ford F-150 vehicle #3 as past its useful life with repair costs exceeding the value of the vehicle; and

WHEREAS, City staff recommend that Information Technology identified equipment be approved for recycling and that Public Works identified vehicles be approved to scrap.

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

SECTION 1. That the City Commission does hereby declare the Information Technology items identified as surplus and authorize the recycling of three (3) HP computers and a zone director.

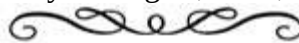
SECTION 2. That the City Commission does hereby declare the Public Works 2004 Ford Ranger vehicle 110 and the Public Works 2006 Ford F-150 vehicle 3 as surplus and authorize the scrapping of these vehicles.

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 on this 13th day of AUGUST 2024.

Enacted and approved this 13th day of August, 2024, in Holly Hill



3.

Boys & Girls Club Lease Agreement Extension Executing the First of Three (5) Year Extensions

(Requested by Joseph Forte, City Manager)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 13th day of August, 2024, in Holly Hill



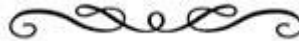
4.

Team Volusia - Economic Development Agreement FY24-25

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 13th day of August, 2024, in Holly Hill



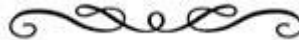
5.

Final Agreement Extension Between the City of Holly Hill and Arrow Service and Towing

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 13th day of August, 2024, in Holly Hill



5. REGULAR AGENDA

1. -2024-R-53 Resolution

A Resolution of the City of Holly Hill, Florida, Ratifying a Three-Year Agreement with the National Association of Government Employees of Holly Hill (N.A.G.E.) Local 05-025 October 1, 2024 - September 30, 2027; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

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

RESOLUTION

2024-R-53

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE-YEAR AGREEMENT WITH THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES OF HOLLY HILL (N.A.G.E.) LOCAL 05-025 OCTOBER 1, 2024 - SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE-YEAR AGREEMENT WITH THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (N.A.G.E.) LOCAL 05-025 OCTOBER 1, 2024 - SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, negotiations between management of the City of Holly Hill and representatives from the National Association of Government Employees (N.A.G.E.) Local 05-025 have concluded with an agreement between the representatives and now requires ratification by the City Commission; and

WHEREAS, on July 25, 2024, management was advised that the members of the National Association of Government Employees (N.A.G.E.) Local 05-025 voted in support of the proposed agreement.

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

SECTION 1. That the City Commission hereby ratifies the attached Agreement with the National Association of Government Employees (N.A.G.E.) Local 05-025 as a three-year contract, effective October 1, 2024 and expiring on September 30, 2027.

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

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

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

APPROVED AND AUTHENTICATED on this 13th day of AUGUST, 2024.

Enacted and approved this 13th day of August, 2024, in Holly Hill



2. -2024-R-54 Resolution

A Resolution of the City of Holly Hill, Florida, Establishing a Policy for the Use of the City's Social Media Sites that the Comment Function Shall be Deactivated; Providing for Conditions; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

There was **consensus** from the Mayor and City Commission to bring this agenda item back at a later date so that Attorney Simpson can look at the policy that was attached the agenda item.

RESULT:	CONSENSUS TO BRING BACK TO NEXT CC MTG
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3. -2024-R-55 Resolution

A Resolution of the City of Holly Hill, Florida, Creating the First Amendment to the Contractor for Solid Waste Collection, Disposal and Transportation, Providing for Conflicting Resolutions; Providing for Severability; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2024-R-55

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, CREATING THE FIRST AMENDMENT TO THE CONTRACTOR FOR SOLID WASTE COLLECTION, DISPOSAL AND TRANSPORTATION, PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, CREATING THE FIRST AMENDMENT TO

THE CONTRACTOR FOR SOLID WASTE COLLECTION, DISPOSAL AND TRANSPORTATION, PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, This First Amendment to the Contract for Solid Waste Collection, Disposal and Transportation Services is made and entered into as of the date of last execution below (“Amendment Effective Date”), by and between, the City of Holly Hill, a Florida municipal corporation (the "City"), and Waste Pro of Florida, Inc., a Florida Corporation (the "Contractor"). City and Contractor may also be referred to herein individually as a “Party” or collectively as the “Parties”; and

WHEREAS, the City and the Contractor executed the Contract for Solid Waste Collection, Disposal and Transportation Services, dated August 22, 2017, as approved by City Resolution 2017-R-45 (the “Contract”); and

WHEREAS, the Contract term ends September 30, 2027, and may be renewed for five-year renewal terms by mutual consent; and

WHEREAS, the City is satisfied with the services being provided by the Contractor and desires to have the Contractor continue to provide services; and modify Section 7 Payments To Contractor paragraph C., Adjustments To Fuel Component.

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

SECTION 1. SECTION C. ADJUSTMENTS TO FUEL COMPONENT.

The adjustments provided in Paragraph C shall be an adjustment applicable to the fuel component (FAC) only on an annual basis for either the percentage increase or decrease in the fuel component. The FAC shall be adjusted annually beginning October 1, 2024, with the base of fuel pricing being set at the April monthly price as per fuel pricing index know as:

"On Highway Retail Diesel Price" Lower Atlantic Region, U.S. Department of Energy Information Administration published on the internet at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp

This fuel adjustment component will not be considered within the CPI adjustment in paragraph B above.

- (1) The fuel component shown on **Exhibit E** shall remain in effect until September 30, 2024.
- (2) Beginning on October 1, 2024, the fuel component will be adjusted periodically. The length of the adjustment period will be annually. These periodic adjustments to the fuel component shall be based upon the average percentage change in annual fuel prices during the period of measurement. The percentage change in fuel prices will be measured by comparing the monthly average (May to April) diesel fuel price during the current year to the average monthly diesel fuel price in the year prior to that (May to April). During the initial adjustment, the diesel fuel price will equal the diesel fuel pricing index stated above.

(3) Beginning on October 1, 2024, the fuel component will be adjusted periodically. The length of the adjustment period will be annually, or some longer period if mutually acceptable to both Parties. These periodic adjustments to the fuel component shall be based upon the percentage change in fuel prices during the period of measurement.

The fuel adjustment calculations for the upcoming fiscal year must be delivered to the city no later than May 31st of each year prior to the end of the current fiscal year.

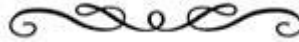
All other provisions of the Contract not in conflict with this Amendment shall remain in full force and effect.

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

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

APPROVED AND AUTHENTICATED on this 13th day of AUGUST, 2024.

Enacted and approved this 13th day of August, 2024, in Holly Hill



6. PUBLIC HEARINGS - NONE

7. COMMUNICATIONS

A. City Manager Comments

Mr. Forte showed the Mayor and Commissioners two plaques for their opinions. One plaque is for the Veterans Memorial and the other plaque is for Pictona at Holly Hill. There was **consensus** to remove the city seal to allow for more room for the wording on both plaques. Mr. Forte mentioned that the new fire station is moving along and they are looking for a December 2024 completion date, he will keep them updated and at this time, there is not much update on the playground equipment just yet for Sunrise Park North. He will get back to them on that.

B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Penny stated that yesterday was the first day of school. Mr. Forte, Chief Williams and Chief Bland and several members of the community came out and we did the Red Carpet welcoming to all of the elementary school children. As he understands it, we have been the Holly Hill School since it became the K-8 and they have applied to now become the Holly Hill Elementary but it has to go to Tallahassee but we are still the Holly Hill School. That was a good event and he is looking forward to a good year and good things to come with the school. Many of you helped with the reading program at the school and he wants to thank you for doing that and as a thank you, we're hosting a Volunteer Appreciation Evening at Copper Bottom Friday night at 6:00 PM. If you came and read to the kids, it's honor system, there will be a food truck there. It's called *The*

Knot. They make giant garlic knots and they cut them in half and they slather them with butter and they fill them with goodness like chicken parmesan or buffalo chicken or Philly cheese steak. We will buy you a slider and a drink and just tell you thank you and hope that you will participate in the future. Commissioner Penny stated many of you know that he is no longer an Allstate agent. He hasn't been an Allstate agent for 6 weeks now. In the mail today he received his congratulations on 25 years of service from Allstate. In his spare time, he now volunteering for a lot of things. He is the President of the Seabreeze Kiwanis Club and he's also the President of the Holly Hill Police Foundation, which is a newly formed 501(c)(3) and the goal of that organization is to raise money and supplement our police force. One of our first task is to try and gather donations for our K9. Your donations will be fully tax deductible contributed to the Holly Hill Police Foundation. With that being said, our Chamber of Commerce went out of business last year and a golf tournament date was available at the Riviera and so he took it upon himself, got a little ahead of himself, and told them to hold that weekend. It was going to be September 21st. He was either going to raise some money for the Kiwanis Club or raise some money for the Holly Hill Police Foundation. Our police force went sideways and we didn't know what to do but so they held the weekend. Historically, he believes former mayor Bill Arthur started it, but they are going to continue to call it the Mayor's Cup and the golf tournament will be held on Saturday, September 28th. Commissioner Penny mentioned that he has some flyers and he is hoping that all past mayors will come and that Mayor Via will come and MC and welcome the people to the community and the event. The golf tournament is an opportunity to benefit the Seabreeze Kiwanis Club for a reading program for next year and also for our newly formed Holly Hill Police Foundation for a K9. Because we were waiting for the 501(c)(3), everything is being run through the Seabreeze Kiwanis Club and then they will make a donation to the Holly Hill Police Foundation so that everything is fine with the IRS. He has some flyers with the sponsorship's on the back and the amounts. This should be a good event and we can raise some money to supplement our Holly Hill Police Foundation and the school reading program next summer.

Commissioner Currie mentioned the new Holly Hill Historic Society Museum over at Sica Hall is fantastic. She encouraged everyone to make some time to go by and see what they have done. They did a fantastic job over there. Encouraged everyone to get out and vote in August.

Commissioner Danio agreed with Commissioner Currie pertaining to the museum. Be sure to get out and vote and reminded everyone that today marks 20 years since Hurricane Charley came through Holly Hill.

Commissioner Johnson mentioned that it makes him feel good that Pastor Pruett mentioned that Pictona is known nationwide; widening of LPGA and negotiations are still moving forward in discussions; the Holly Hill RV Park is moving along; mentioned he attended the Sunrail dedication/grand opening in DeLand and reminded everyone about the upcoming Car Show here at City Hall on October 19th.

D. Mayor's Comments

Mayor Via stated mentioned that Mr. Forte, Mr. Walker and himself met with Barb Girtman, she is now working with Miriam Gabi, and they spoke about the four-laning of

LPGA, future project, and we met with several individuals from the State and from TPO as well to get everybody on board, the same vision and talked about the future of what that project is and they wanted to kind of hear from us on our vision and why it would be important, not only to our city but regionally as we move forward over the next, probably decades. He explained that the project is very hard and that it's obviously too big of a project for our city alone and explained the regional impact that it would have. He thinks that really sank in with them. They agreed, on board, several members from the State and from the County are going to help to push that along. The study is still taking place. FDOT was on the call and understood what we were asking for and is going to help do that and give us feedback along the way and ask for our input, as well, once they begin to start seeing the feasibility of the study. It was a positive meeting that he wanted to share with the Commission. As a reminder, October 22nd will be his and Commissioner Danio's farewell meeting because on November 12th will be the first meeting of the newly elected officials. Himself and Commissioner Danio will still be attending the November 12th meeting and will turn the meeting over to Mayor Penny who ran unopposed. Reminded everyone that there is an election on August 20th and encouraged everyone to go out and vote. District 1 City Commission seat is on the ballot. Mayor Via mentioned the candidate mailers for the Senate race and how he receives something every day.

8. **ADJOURNMENT**

The meeting adjourned at approximately 6:55 PM.

**MINUTES
CITY OF HOLLY HILL, FLORIDA
GENERAL ELECTION
August 20, 2024**

1. Election Summary Report - Group Detail - Official Results

These are the total number of votes and percentages from the City of Holly Hill's municipal election held on Tuesday, August 20, 2024.

Holly Hill City Commissioner - District 1

	Total Votes	<u>Percentage</u>
Arthur J. Byrnes	<u>680</u>	45.82 %
Debra Snow	<u>804</u>	54.18 %

Attest:


Valerie Manning
City Clerk, CMC

 Holly Hill City Commissioner District 1 (Vote For 1)

Participating Precincts Reporting: 4 / 4

Choice	Percent	Votes
Arthur J. Byrnes	45.82%	680
Debra Snow	54.18%	804
		1,484



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

**City Commission
Resolution**

4.1

MEETING DATE: August 27, 2024
FROM: Joseph Forte
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Mayor and City Manager to Enter into an Agreement with Volusia County Regarding Transportation Impact Coordination; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2024-R-56
APPLICANT:
PLANNER:

DISCUSSION:

Volusia County established a county-wide transportation thoroughfare road impact fee pursuant to its home rule authority, establishing common law regarding the creation and imposition of impact fees, and section 163.31801, Fla. Statute.

The county-wide thoroughfare road system consists of all state roadways and any roadway that designated and shown on the Thoroughfare Road Map (Figure 2-1) contained in the Transportation Element of the Comprehensive Plan, connects municipalities and regions of the County and is an important component for the County and the Cities; and

Currently Volusia County collects the thoroughfare road impact fees for developments in municipal areas that impact the County thoroughfare road system and

Section 70-75 (b) of the Code of Ordinances, County of Volusia, requires that no county or municipal certificate of occupancy, local business tax receipt, or use permit, or any activity requiring payment of an impact fee shall be issued unless and until the thoroughfare road impact fee (“impact fee”) has been paid.

CS/HB 479 (2024) creates a new paragraph j in section 163.3180(5), Fla. Stat., that require the entity issuing the building permit to collect the impact fees and new subparagraph 163.3180(5)(j)(4) provides that the new paragraph j does not apply to a county or municipality that has entered into an existing interlocal agreement as of October 1, 2024, to coordinate the mitigation of transportation impacts; and

The purpose of this interlocal agreement is to continue the existing system of the collection and enforcement of county wide transportation impact fees as well as to not modify the existing system for transportation concurrency for County thoroughfare roads.

- a. City and County agree that payment and collection of impact fees shall:

[X] be in the same manner as provided in Section 70-76 of the Code of

Ordinances, County of Volusia. Fee payers shall pay the thoroughfare road impact fees to the County of Volusia. Pursuant to Section 70-77 of the Code of Ordinances, County of Volusia, the County shall collect and retain the actual costs of administering the impact fee program, which is in addition to the impact fee.

More details are contained in the Interlocal agreement attached.

FISCAL ANALYSIS:

No budget impact

STAFF RECOMMENDATION:

For the City Commission to approve the Interlocal Agreement Regarding Transportation Impact Coordination between Holly Hill and Volusia County, and authorize the Mayor and City Manager to execute the Agreement.

MOTION:

APPROVE THE INTERLOCAL AGREEMENT REGARDING TRANSPORTATION IMPACT COORDINATION BETWEEN HOLLY HILL AND VOLUSIA COUNTY, AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- Transportation Impact Fee ILA Template (PDF)
- HB 479-Holly Hill-Forte (PDF)

Resolution No. 2024-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VOLUSIA COUNTY REGARDING TRANSPORTATION IMPACT COORDINATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VOLUSIA COUNTY REGARDING TRANSPORTATION IMPACT COORDINATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Volusia County established a county-wide transportation thoroughfare road impact fee pursuant to its home rule authority, establishing common law regarding the creation and imposition of impact fees, and section 163.31801, Fla. Stat.; and

WHEREAS, the county-wide thoroughfare road system consists of all state roadways and any roadway that designated and shown on the Thoroughfare Road Map (Figure 2-1) contained in the Transportation Element of the Comprehensive Plan, connects municipalities and regions of the County and is an important component for the County and the Cities; and

WHEREAS, the County and Cities have coordinated on the imposition and collection of thoroughfare road impact fees; and

WHEREAS, currently Volusia County collects the thoroughfare road impact fees for developments in municipal areas that impact the County thoroughfare road system; and

WHEREAS, Section 70-75 (b) of the Code of Ordinances, County of Volusia, requires that no county or municipal certificate of occupancy, local business tax receipt, or use permit, or any activity requiring payment of an impact fee shall be issued unless and until the thoroughfare road impact fee ("impact fee") has been paid; and

WHEREAS, CS/HB 479 (2024) creates a new paragraph j in section 163.3180(5), Fla. Stat., that require the entity issuing the building permit to collect the impact fees; and

WHEREAS, new subparagraph 163.3180(5)(j)(4) provides that the new paragraph j does not apply to a county or municipality that has entered into an existing interlocal agreement as of October 1, 2024, to coordinate the mitigation of transportation impacts; and

WHEREAS, the purpose of this interlocal agreement is to continue the existing system of the collection and enforcement of county wide transportation impact fees as well as to not modify the existing system for transportation concurrency for County thoroughfare roads.

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

SECTION 1. That the City Commission Approve the Interlocal Agreement Regarding Transportation Impact Coordination Between Volusia County and the City of Holly Hill.

SECTION 2. That the Mayor and City Manager are authorized to execute said contract with Volusia County.

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

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

APPROVED AND AUTHENTICATED on this 27th day of AUGUST, 2024.

INTERLOCAL AGREEMENT
REGARDING TRANSPORTATION IMPACT COORDINATION
BETWEEN THE COUNTY OF VOLUSIA ("COUNTY")
AND
("CITY")

THIS INTERLOCAL AGREEMENT REGARDING TRANSPORTATION IMPACT COORDINATION (hereinafter "Agreement") is made and entered into this 27th day of August, 2024, by and between the City of Holly Hill (hereinafter referred to as the "City") and the County of Volusia (hereinafter referred to as the "County") (Individually, "Party" and collectively, "Parties.").

WITNESSETH

WHEREAS Volusia County established a county-wide transportation thoroughfare road impact fee pursuant to its home rule authority, establishing common law regarding the creation and imposition of impact fees, and section 163.31801, Fla. Stat.; and

WHEREAS, the county-wide thoroughfare road system consists of all state roadways and any roadway that designated and shown on the Thoroughfare Road Map (Figure 2-1) contained in the Transportation Element of the Comprehensive Plan, connects municipalities and regions of the County and is an important component for the County and the Cities; and

WHEREAS, the County and Cities have coordinated on the imposition and collection of thoroughfare road impact fees; and

WHEREAS, currently Volusia County collects the thoroughfare road impact fees for developments in municipal areas that impact the County thoroughfare road system; and

WHEREAS, Section 70-75 (b) of the Code of Ordinances, County of Volusia, requires that no county or municipal certificate of occupancy, local business tax receipt, or use permit, or any activity requiring payment of an impact fee shall be issued unless and until the thoroughfare road impact fee ("impact fee") has been paid;

WHEREAS, CS/HB 479 (2024) creates a new paragraph j in section 163.3180(5), Fla. Stat., that require the entity issuing the building permit to collect the impact fees; and

WHEREAS, new subparagraph 163.3180(5)(j)(4) provides that the new paragraph j does not apply to a county or municipality that has entered into an existing interlocal agreement as of October 1, 2024, to coordinate the mitigation of transportation impacts; and

WHEREAS, the purpose of this interlocal agreement is to continue the existing system of the collection and enforcement of county wide transportation impact fees as well as to not modify the existing system for transportation concurrency for County thoroughfare roads;

SECTION 1. The above recitals are hereby incorporated in this Agreement as adopted findings of fact and intent.

SECTION 2. IMPOSITION AND COLLECTION OF THOROUGHFARE ROAD IMPACT FEES

- a. Pursuant to section 163.3180(5)(j)(4), Fla. Stat., the County thoroughfare road impact fees are imposed County wide, including in the incorporated areas of the City, as provided in Chapter 70, Article III, of the Code of Ordinances, County of Volusia.
- b. Pursuant to section 70-76(a) of the Code of Ordinance, County of Volusia, the person applying for the issuance of a building permit shall make an application, verified by City staff, to the County for an impact fee statement. The County shall issue an impact fee statement to the applicant for a building permit. Such impact fee statement sets forth the amount of the impact fee due.
- c. County shall provide the City with appropriate contact information for personnel who will administrate the collection of impact fees.
- d. City and County agree that payment and collection of impact fees shall:

☒ be in the same manner as provided in Section 70-76 of the Code of Ordinances, County of Volusia. Fee payers shall pay the thoroughfare road impact fees to the County of Volusia. Pursuant to Section 70-77 of the Code of Ordinances, County of Volusia, the County shall collect and retain the actual costs of administering the impact fee program, which is in addition to the impact fee; or

☐ be collected by the City, as the entity issuing building permits, prior to the issuance of a certificate of occupancy, or the occupancy of the building. The City retains their portion of the actual costs of administering the impact fee program, which is in addition to the impact fee. Thoroughfare Road Impact Fees collected by the City shall be transferred to the County every month on the 15th of each month together with documentation on that each building or structure has paid the required impact fee.

- e. County shall use the collected Impact Fees in the same manner as provided in Sections 70-75, 70-76, and 70-77 of the Code of Ordinances, County of Volusia.

SECTION 3. NONPAYMENT OF IMPACT FEES

- a. County and City agree that in the event of non-payment of impact fees by the fee payer the City shall not issue a certificate of occupancy or approve occupancy of the building for which impact fees are due.
- b. If the fee payer has not paid the impact fees, the County may use the process provided in section 70-76 for collection of the impact fee.

SECTION 4. REFUND

- a. Nothing in this agreement alters the right of a fee payer to request refunds pursuant to section 70-78 of the Code of Ordinances, County of Volusia.

SECTION 5. TRANSPORTATION CONCURRENCY AND PROPORTIONATE FAIR SHARE; IMPACT FEE CREDITS

- a. Nothing in this agreement modifies, waives, or alters the method for transportation concurrency calculation or imposition or modifies the calculation, methodology, or imposition of proportionate share agreements pursuant to Chapter 70, Article I of the Code of Ordinances, County of Volusia or section 163.3180(5), Fla. Stat.
- b. Impact fee credits generated from transportation concurrency contributions, from proportionate fair share agreements pursuant to Chapter 70, Article I and Section 163.3180(5), or from right-of-way and for completed and accepted non-site related improvements may be used pursuant to section 70-75 and 70-79, of the Code of Ordinances, County of Volusia.
- c. Impact fee credits may be transferred pursuant to section 70-75(c)(3)(e) of the Code of Ordinances, County of Volusia.

SECTION 6. ADMINISTRATIVE REVIEW; INDEPENDENT CALCULATION

- a. Nothing in this agreement modifies or prevents the right of any fee payer to administrative review or hearing of any decisions regarding impact fees under Section 70-81 and 70-82 of the Code of Ordinances, County of Volusia.
- b. Nothing in this agreement modifies or prevents the right of any fee payer to determine their thoroughfare road impact by providing independent traffic documentation pursuant to the provisions of Section 70-75(c)(1) of the Code of Ordinances, County of Volusia.

SECTION 7. RIGHT-OF-WAY USE PERMITS; RIGHT-OF-WAY PERMITS. Nothing in this agreement modifies, waives, alters, or transfers County jurisdiction over the County Road System or City jurisdiction over the Municipal Road System or the ability to issue right-of-way permits or use permits for improvements to roads.

SECTION 8. TERM AND EFFECTIVE DATE. The Term of this Agreement shall commence on September 30, 2024 when filed with the Clerk of the Court for Volusia County Circuit Court, in accordance with Section 163.01(11), Fla. Stat., and shall continue until terminated by either party.

SECTION 9. TERMINATION. The City or County may terminate this Agreement at any time upon providing 90 days written notice of termination to the other Party.

SECTION 10. DISPUTE RESOLUTION.

- a. The City and County agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other

- party. Initiation of the dispute resolution process shall operate as a state of the action which is the subject of the dispute.
- b. Notwithstanding the foregoing, in the event that either party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon filing any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.
 - c. Within ten (10) days of the abatement order, the allegedly aggrieved Party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.
 - d. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph "a", above, the Parties shall conduct mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Volusia County, Florida. The mediation contemplated by this section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues fostering joint problem-solving and exploring settlement alternatives.
 - e. If the parties are unable to reach a mediated settlement, within fifty (50) days of receipt of the initial notice of conflict, the Parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.
 - f. The Parties agree this dispute resolution procedure is intended to satisfy the requirements of Sections 163.01(5)(p) and Chapter 163, Fla. Stat.

SECTION 11. NOTICE. All notices, consents, approvals, waivers, and elections that either Party requests or gives under this Amended Agreement shall be in writing and shall be provided by certified mail, return receipt requested, or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses as set forth below or as either Party may otherwise designate in writing.

If to the County: County of Volusia
 Attn: County Manager
 Copy to: County Attorney
 123 West Indiana Avenue
 DeLand, Florida 32720

If to the City: [INSERT]

SECTION 12. SOLE BENEFIT. This Agreement is solely for the benefit of the City and County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

SECTION 13. AUTHORITY. The City and County each represent and warrant to the other its respective authority to enter into this Agreement and acknowledge the validity and enforceability of this Agreement. The City and County hereby represent, warrant, and covenant this Agreement constitutes a legal, valid, and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

SECTION 14. ENFORCEMENT. This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms covenants, or conditions; nor shall any waiver or relinquishment of any right or power hereunder be deemed to be a wavier or relinquishment of such right or power at any other time.

SECTION 15. DEFENSE. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

SECTION 16. AMENDMENTS. Amendments to this Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a

majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and the County.

SECTION 17. NO WAIVER OF SOVEREIGN IMMUNITY. Both the City and County expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Fla. Stat. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County or City for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City or County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement.

ATTEST:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

Jeffrey S. Brower
County Chair

Approved by:

County Attorney's Office

ATTEST:

CITY

Joseph Forte
City Manager

Chris Via
Mayor

Approved by:

City Attorney's Office



July 15, 2024

Mr. Joe Forte
City Manager
Holly Hill, Florida
1065 Ridgewood Avenue
Holly Hill, FL 32117

George Recktenwald
County Manager
Volusia County, Florida
123 W. Indiana Ave., DeLand, Florida 32720

RE: House Bill 479 - Alternative Mobility Funding Systems

Mr. Joe Forte,

Governor DeSantis signed House Bill 479, Alternative Mobility Funding Systems and Impact Fees, on June 25. The new law takes effect on October 1, 2024. The bill provides that if a county and/or a municipality charge developers of a new development or redevelopment a fee for transportation capacity impacts, the county and/or municipality must, by October 1, 2025:

- (1) Create and execute an interlocal agreement to coordinate the mitigation of transportation capacity impacts
- (2) Establish a process to collect and distribute the collected revenue

The bill does not eliminate county transportation impact fees; however, it does encourage coordination between counties and municipalities regarding transportation impacts. If there is no interlocal agreement, the developer receives a ten percent reduction in the impact fees and proportionate fare share agreements. In addition, the entity that issues the building permit must collect the transportation impact fees and distribute the proceeds to the relevant county or municipality within 60 days of payment receipt. The above requirements do not apply to counties or municipalities that enter into an interlocal agreement by October 1, 2024.

Volusia County's thoroughfare road impact fees are only based on County roads and State arterial roads within an impact fee zone. Transportation concurrency contributions and proportionate fair share agreements for developments within municipalities still generate thoroughfare road impact fee credits for qualifying contributions. The attached interlocal agreement secures the status quo existing system that exists between Volusia County and most of the municipalities regarding the calculation and collection of county-wide thoroughfare road impact fees. It also confirms that the preferred option for developers to pay impact fees is directly to the County, rather than being collected by a municipality and remitted to the County.

We strongly encourage each municipality to consider adopting the interlocal agreement in order to comply with House Bill 479 and secure local control over the transportation capacity impact fee collection process within our community. Please feel free to contact me at 386.736.5920 or grecktenwald@volusia.org if you have any questions.

Thank you,

George Recktenwald
County Manager
Volusia County, Florida

cc: Mr. Scott Simpson



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

4.2

MEETING DATE: August 27, 2024
FROM: Antoine Khoury
SUBJECT: A Resolution of the City of Holly Hill, Florida, Approving the Piggy-Back of the Toho Water Authority Agreement with A.C. Schultes for Maintenance and Repair Services for Water Supply Wells and Pumps at a Cost of \$58,684.07; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2024-R-57
APPLICANT:
PLANNER:

DISCUSSION:

Utility Staff are requesting that the City Commission authorize the use of a specialized well and well pump contractor to complete rehabilitation of utility water system production of wells 18 and 19. The pumps are original equipment of the wells built in the year 1985. The 39 year old pumps are in poor condition with signs of significant fatigue.

To maintain reliable water withdrawal from well pumps 18 and 19, the pumps should be rehabilitated. Attached as Exhibit "A" is a proposal in the amount of \$63,445.16 to remove the old well pumps and install the 2 new submersible well pumps from a well maintenance contractor, A.C. Schultes.

Toho Water Authority has a contract with A.C. Schultes for maintenance and repair for water supply wells and well pumps that staff recommends to be piggybacked. The contract renewal of Bid No IFB-19-122 is attached as Exhibit "B" for reference.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

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

FISCAL ANALYSIS:

The Utility Headworks project includes the delivery and process of water. The Capital Clear Well and Piping Project Number 24WA01 has \$63,445.16 to fund the maintenance and repair services for water supply well and well pumps.

STAFF

RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff and authorize the City Manager to approve task order for maintenance and repair for water supply well and well pumps.

COMMISSION GOAL:

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

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

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

MOTION:

APPROVE THE PIGGY-BACK OF THE TOHO WATER AUTHORITY AGREEMENT WITH A.C. SCHULTES AND AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENT ORDERS FOR MAINTENANCE AND REPAIR SERVICES FOR WATER SUPPLY WELL AND WELL PUMPS AT A COST OF \$63,445.16.

ATTACHMENTS:

- Exhibit B - A.C. Schultes Piggyback Bid No IFB-19-122 (PDF)
- Exhibit A - A.G. Schultes Proposal (PDF)

Resolution No. 2024-57**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGY-BACK OF THE TOHO WATER AUTHORITY AGREEMENT WITH A.C. SCHULTES FOR MAINTENANCE AND REPAIR SERVICES FOR WATER SUPPLY WELLS AND PUMPS AT A COST OF \$58,684.07; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGY-BACK OF THE TOHO WATER AUTHORITY AGREEMENT WITH A.C. SCHULTES FOR MAINTENANCE AND REPAIR SERVICES FOR WATER SUPPLY WELLS AND PUMPS AT A COST OF \$63,445.16; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT ORDERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the City's purchasing policy, "piggy-back" contracts are allowed for existing government contracts; and

WHEREAS, the City has determined that in this circumstance piggy-backing onto an agreement entered into by Toho Water Authority, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City Commission of the City now desires to (i) authorize and approve staff to piggy-back a contract with A. C. Schultes for maintenance and repair services for water supply wells and pumps and (ii) authorize the City Manager to execute an agreement in the amount of \$63,445.16 for the purchase of this service.

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

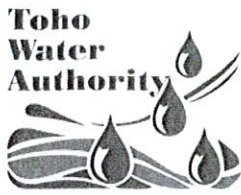
SECTION 1. That the City Commission of the City of Holly Hill approve a piggy-back of the Toho Water Authority contract and authorize the City Manager to execute an

agreement for \$ 63,445.16 for maintenance and repair services for water supply well and pumps.

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

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

APPROVED AND AUTHENTICATED on this 27th day of AUGUST, 2024.



Document Processing Form

(This form should remain with the document throughout processing)

Date: 1/17/23 Requestor's Name: M. Nzee
Department: Procurement Services Extension: 5183
Title of Document: Wet Well maintenance & Repair services
Project Number: IFB-19-122 Project Name: _____

Requested Processing:	
Check all that apply	
☒	Board Signature: Board Meeting Date: <u>01-18-23</u> Agenda Item No.: <u>79.</u>
☐	Executive Director's Signature
☐	Notary
☐	Forward to Legal Administrative Assistant for Recording
Check all that apply	
☐	Forward to County Clerk for Recording. Select the applicable County or Counties: ☐ Osceola ☐ Orange ☐ Polk
☐	Scan to Laserfiche & Notify Requestor
☐	Return to Requestor
☐	Dispose of Original

To be Completed by Processor	
Processed By: (Initial)	Date:
Executive Assistant to process:	
Legal Administrative Assistant Notes:	

Comments:

**FIRST AMENDMENT
TO AGREEMENT
FOR
MAINTENANCE AND REPAIR SERVICES FOR WATER SUPPLY WELLS AND
WELL PUMPS (IFB-19-122)**

THIS FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES OF WATER SUPPLY WELLS AND WATER PUMPS (the “First Amendment”) is made and entered between Tohopekaliga Water Authority, an independent special district established and created under Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the “AUTHORITY” or “TWA”) and A.C. Schultes of Florida, Inc., a Florida profit corporation, whose principal address is 11865 US Highway 41, South Gibsonton, Florida 33534, (the “CONTRACTOR”). The AUTHORITY and the CONTRACTOR may individually be referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, TWA and the CONTRACTOR entered into an agreement for maintenance and repair services of water supply wells and well pumps, as more specifically set forth in Agreement IFB-19-122 (collectively the “Services”), which was approved by TWA’s Board of Supervisors (the “Board”) on December 18, 2019 (the “Agreement”); and

WHEREAS, TWA has assumed the responsibility for managing and operating the City of St. Cloud’s Utility System and desires the CONTRACTOR continue to provide Services on its behalf to both TWA and St. Cloud locations, as more specifically listed herein; and

WHEREAS, pursuant to Section 25, entitled “Modification,” the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the purpose of this First Amendment is to amend the Agreement, as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated as a material part of this First Amendment.
2. The list of active water supply wells as shown, as set forth in Exhibit “A,” Table I entitled “Toho Water Authority Active Potable Water Supply Wells,” is hereby repealed and replaced to read as follows:

Well ID	Wellfield	Year Constructed	Casing Diameter (inches)	Casing Depth (ft bmp)	Total Depth (ft bmp)
2-1	Peabody	1984	12	146	502
2-2	Peabody	1990	12	146	470
2-3	Peabody	1999	12	153	400
4-3	Bella Lago (WTP#6)	2002	16	160	500
4-4	Bella Lago (WTP#6)	2003	16	162	541
5-1	Huron	1988	12	225	502
5-2	Huron	1980	12	190	666
5-5	Huron	2002	17	400	902
BLE-1	Bay Lake Estates	1986	8	271	505
BLE-2	Bay Lake Estates	2017	16	250	550
BVL-1	Buenaventura Lakes	1974	12	250	689
BVL-2	Buenaventura Lakes	1979	16	251	749
CW-1	Camelot West	1987	16	201	385
CW-2	Camelot West	1995	24	201	500
H-1	Harmony	2000	18	305	560
H-2	Harmony	2000	18	305	530
HG-1	Hidden Glen	1994	4	79	101
IC-1	Intercession City	1924	4	78	208
IC-2	Intercession City	1983	8	84	225
NB-1	North Bermuda	1969	16	278	458
NB-2	North Bermuda	1969	16	281	1195
NB-4	North Bermuda	1997	20	270	505
NB-5	North Bermuda	1997	20	260	508
NB-6	North Bermuda	2000	20	365	670
NW-1	Northwest Kissimmee	1972	12	147	375
NW-2	Northwest Kissimmee	1973	12	195	367
NW-3	Northwest Kissimmee	1997	14	415	608
NW-4	Northwest Kissimmee	1999	16	215	510
P-1	Parkway	1972	12	185	414
P-2	Parkway	1973	12	290	430
P-3	Parkway	1997	20	290	515
P-4	Parkway	2007	20	300	502
SW-1	Southwest	2004	24	155	390
SW-2	Southwest	2004	24	153	417
Well 1	Springlake Village	1991	8	255	454
Well 2	Springlake Village	2001	12	396	558

Well ID	Wellfield	Year Constructed	Casing Diameter (inches)	Casing Depth (ft bmp)	Total Depth (ft bmp)
SC -Well 1	WTP 1	1960	20	223	628
SC -Well 2	WTP 2	1954	20	317	692
SC -Well 3	EEOC Building	1954	20	327	671
SC -Well 5	WTP 4	2005	26	110	510
SC -Well 6	Kissimmee Park Road	2007	26	104	585
SC -Well 7	Kissimmee Park Road	2007	26	115	552

3. Section 1, entitled "Term," is hereby repealed and replaced to read as follows:

SECTION 1. TERM

The term of this Agreement shall become effective on March 1, 2020 and continue through February 28, 2025.

4. The "Price Sheet," as set forth in Exhibit "A," Section 6 to the Agreement, entitled "Revised Bid Form," is hereby repealed and replaced with a modified "Revised Bid Form," a copy of which is attached and incorporated hereto by reference.
5. Section 5, entitled "Compensation," is hereby repealed and replaced to read as follows:

SECTION 5. COMPENSATION

- A. The amount to be paid under this Agreement for Services rendered shall be in accordance with the unit prices listed in Exhibit "A," for a total not-to-exceed amount of Eight Hundred Eighty Nine Thousand, Five Hundred Eighty Dollars (\$889,580) for the term of the Agreement.
- B. Compensation for Services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. The AUTHORITY reserves the right, in its sole discretion, to forego the use of the CONTRACTOR for any project, which may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the Services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem to the satisfaction of the AUTHORITY.
6. Section 30, entitled "Employment Eligibility Verification (E-Verify)," is hereby repealed and replaced to read as follows:

SECTION 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- a.) As a condition precedent to entering into this Agreement, and in compliance with section 448.095, Florida Statutes, the CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- b.) The CONTRACTOR shall require each of its subcontractors to provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The CONTRACTOR shall maintain a copy of the subcontractor's affidavit as a part of and pursuant to the records retention requirements of this Agreement.
- c.) The CONTRACTOR or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated section 448.09(1), Florida Statutes, or the provisions of this section, shall terminate the contract with the person or entity.
- d.) The AUTHORITY upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the CONTRACTOR otherwise complied, shall promptly notify the CONTRACTOR and the CONTRACTOR shall immediately terminate the contract with the subcontractor.
- e.) A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to section 448.095(2), Florida Statutes. The CONTRACTOR acknowledges that upon termination of this Agreement by the AUTHORITY for a violation of this section by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year. The CONTRACTOR further acknowledges that the CONTRACTOR is liable for any additional costs incurred by the AUTHORITY as a result of any contract for violation of this section.
- f.) **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- g.) Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security

website: <http://www/dhs/gov/E-verify>.

7. Section 35, entitled "Counterparts Electronic Transactions and Electronic Signatures," is hereby created to read as follows:

**SECTION 35. COUNTERPARTS, ELECTRONIC TRANSACTIONS,
AND ELECTRONIC SIGNATURES.**

This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement in accordance with Parts I and II of Chapter 668, Florida Statutes.

8. Section 36, entitled "Signatory," is hereby created to read as follows:

SECTION 36 SIGNATORY

Each signatory below represents and warrants that he or she has the full power, and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

9. The changes set forth in the First Amendment shall become effective upon the execution of both Parties.
10. All of the terms and conditions of the original Agreement and any subsequent Amendment, not otherwise revised or amended herein, shall remain in full force and effect. To the extent of the conflict between this First Amendment and the original Agreement or subsequent Amendment, the terms and conditions of this First Amendment shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this First Amendment effective this 18th day of January, 2023.

A.C SCHULTES OF FLORIDA, INC.

By: [Signature]
 Print Name: Gregory Schultes
 Title: Vice President

Attest: [Signature]
 Print Name: Jeff DeMatte
 Title: Secretary / Treasurer
 Address: 11865 US HWY 41 S.
Gibson, FL 33534

TOHOPEKALIGA WATER AUTHORITY

By: [Signature]
 Print Name: Henry Thacker
 Title: Board of Supervisors Chairman

Attest: [Signature]
 Print Name: William Land
 Title: Board of Supervisors Secretary
 Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of January, 2023, by Gregory Schultes as Vice President of A.C Schultes of Florida, Inc., a Florida profit corporation, on behalf of the corporation. He/she is X personally known to me OR _____ has produced _____ as identification.

[Signature]
 Notary Public



ANNA COMINSKI
 Notary Public
 State of Florida
 Comm# HH248646
 Expires 4/4/2026

Printed Name or Stamp:

Anna Cominski

My Commission Number: HH248646

My Commission Expires: 04/04/2026

(Stamp)

Revised Bid Form

Item #	Description	UOM	Unit Price
1	Pre-performance testing in accordance with Specifications	EA	\$ 2,675.00
2	Mobilization/demobilization, remove pump, column assembly, etc. from well, disassemble, complete inspection & report, reassemble & reinstall pump, etc., back into well, including site restoration	EA	\$ 9,095.00
3	Disinfection of water supply well in accordance with Specifications	EA	\$ 2,354.00
4	Post-performance testing in accordance with specifications	EA	\$ 2,675.00
5	Complete well casing cleaning & video-recorded inspection of well in accordance with Specifications	EA	\$ 7,490.00
6	Hourly charge for well pump handling rig & crew	HR	\$ 315.65
7	Hourly charge for service truck & crew	HR	\$ 214.00
8	Business hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	\$ 117.70
9	Business hourly charge geophysical logging truck & operator for water quality testing	HR	\$ 374.50
10	After hours/emergency hourly charge for well pump handling rig & crew	HR	\$ 326.35
11	After Hours/Emergency hourly charge for service truck & crew	HR	\$ 219.35
12	After hours/emergency hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	\$ 160.50
13	Labor and materials for closure of 4" well	L.S.	\$ 9,095.00
14	Labor and materials for closure of 8" well	L.S.	\$ 14,980.00
15	Mechanical Integrity Testing (Packer Testing)	L.S.	\$ 26,750.00
16	Fixed % Mark-Up for replacement parts		10%



A. C. Schultes of Florida, Inc.
11865 US Highway 41 South
Gibsonton, FL 33534

24 Hour Service
(813) 741-3010
Fax (813) 741-3170

August 8, 2024

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

RE: Well #18 & 19 - Convert to new submersible pump

Dear Mr. Smith;

In accordance with your request, A.C. Schultes of Florida, Inc. (ACS) is pleased to present the following proposal based on all the information you have provided:

Scope of Services

Mobilize to site with equipment and crew
Remove existing VTP assembly at Well #18 & investigate well & discharge piping
Demobilize, prepare & procure material for conversion to submersible pump
Remobilize, furnish & install new submersible pump rated at 350 gpm @ 150 TDH
**Simflo bowl SP7 - 1 submersible bowl & 7.5 HP / 460 Volt / 3 Phase submersible motor*
Furnish & install 60' of new 4" Certa-Lok drop pipe & 75' of new #8 Awg wire
Install stainless steel safety cable
Fabricate new 304 SS discharge head that will bolt to existing well flange & discharge piping
Install submersible pump assembly, chlorinate and test operation
Clean up site & repeat all steps at Well #19

Total Estimated Cost	\$ 63,445.16
-----------------------------	---------------------

Bid Clarifications:

Holly Hill to provide legal and safe access well sites / vaults
Existing well casing shall remain & ACS will adapt new discharge head to fasten to well
Simflo pump curve is attached / conditions of service are based off information provided for Well #18
Existing pump depth is unknown / If additional setting depth is required, it shall be an additional cost
Surface electrical work and site restoration is not included
Water quality sampling & analysis is not included
Lead time is estimated to be 5 - 7 weeks after receipt of purchase order
This quote is valid for 45 days

Sincerely,

Gregory Schultes

Gregory Schultes

Attachment: Exhibit A - A.G. Schultes Proposal (2024-R-57 : Piggyback of Toho Water Authority Agreement with A.C. Schultes)

Estimate - Contract IFB-19-122 Maintenance & Repair for Water Supply Wells & Well Pumps					
Item	Description	Unit	Est. Qty	Unit Cost	Extended Price
1	Pre-performance testing in accordance with Specifications	EA	0	\$ 2,675.00	\$ -
2	Mobilization/demobilization, remove pump, column assembly, etc. from well, disassemble, complete inspection & report, reassemble & reinstall pump, etc., back into well, including site restoration	EA	2	\$ 9,095.00	\$ 18,190.00
3	Disinfection of water supply well in accordance with Specifications	EA	2	\$ 2,354.00	\$ 4,708.00
4	Post-performance testing in accordance with specifications	EA	0	\$ 2,675.00	\$ -
5	Complete well casing cleaning & video-recorded inspection of well in accordance with Specifications	EA	0	\$ 7,490.00	\$ -
6	Hourly charge for well pump handling rig & crew	HR	18	\$ 315.65	\$ 5,681.70
7	Hourly charge for service truck & crew	HR	42	\$ 214.00	\$ 8,988.00
8	Hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	0	\$ 117.70	\$ -
9	Geophysical logging truck & operator for water quality testing	HR	0	\$ 374.50	\$ -
10	Overtime hourly charge for well pump handling rig & crew	HR	0	\$ 326.35	\$ -
11	Overtime hourly charge for service truck & crew	HR	0	\$ 219.35	\$ -
12	Overtime hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	0	\$ 160.50	\$ -
13	Labor and materials for closure of 4" Well	LS	0	\$ 9,095.00	\$ -
14	Labor and materials for closure of 8" Well	LS	0	\$ 14,980.00	\$ -
15	MIT testing	EA	0	\$ 26,750.00	\$ -
Subtotal					\$ 37,567.70
16	Fixed % Mark-Up for replacement parts (not to exceed 10%)	%			10%
	Simflo bowl SP7 - submersible bowl & 7.5 HP / 460 Volt / 3 Phase submersible motor (1 / well)	LS	2.00	\$ 4,766.00	\$ 9,532.00
	4" Certa-Lok drop pipe (60' / well)	LF	120.00	\$ 27.89	\$ 3,346.80
	4" SS Certa-Lok adapters (2 / well)	EA	4.00	\$ 633.54	\$ 2,534.16
	#8 Flat jacketed submersible wire (75' / well)	LF	150.00	\$ 3.12	\$ 468.00
	304 SS fabricated discharge head (1 / well)	EA	2.00	\$ 2,500.00	\$ 5,000.00
	4" SS nipple & check valve (1 / well)	EA	2.00	\$ 1,022.00	\$ 2,044.00
	Miscellaneous material (pvc, small fittings, pipe dope, gaskets, etc.)	LS	1.00	\$ 600.00	\$ 600.00
	Mark-Up (10%)				\$ 2,352.50
TOTAL ESTIMATED COST					\$ 63,445.16
Sincerely, <i>Gregory Schultes</i> Vice President					



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

**City Commission
Agenda Item**

4.3

MEETING DATE: August 27, 2024
FROM: Valerie Manning
SUBJECT: 2024-2025 Holiday Calendar
NUMBER: (ID # 4589)
APPLICANT:
PLANNER:

DISCUSSION:

Each year the City Commission authorizes the annual holiday calendar, which includes the staff recommended floating holiday.

STAFF RECOMMENDATION:

Approve the 2024-2025 Holiday Calendar as submitted by staff.

MOTION:

APPROVE THE ATTACHED 2024-2025 CITY HOLIDAY CALENDAR.

- Payroll Calendar w-Holidays FY 2024-2025 (PDF)



2024-2025 EMPLOYEE PAYROLL CALENDAR

PAY PERIOD #	PAY PERIOD BEGINS	PAY PERIOD ENDS		PAYDAY
21	23-Sep-24	06-Oct-24		10-Oct-24
22	07-Oct-24	20-Oct-24		24-Oct-24
23	21-Oct-24	03-Nov-24		07-Nov-24
24	04-Nov-24	17-Nov-24		21-Nov-24
25	18-Nov-24	01-Dec-24		05-Dec-24
26	02-Dec-24	15-Dec-24		19-Dec-24
1	16-Dec-24	29-Dec-24		02-Jan-25
2	30-Dec-24	12-Jan-25		16-Jan-25
3	13-Jan-25	26-Jan-25	*	30-Jan-25
4	27-Jan-25	09-Feb-25		13-Feb-25
5	10-Feb-25	23-Feb-25		27-Feb-25
6	24-Feb-25	09-Mar-25		13-Mar-25
7	10-Mar-25	23-Mar-25		27-Mar-25
8	24-Mar-25	06-Apr-25		10-Apr-25
9	07-Apr-25	20-Apr-25		24-Apr-25
10	21-Apr-25	04-May-25		08-May-25
11	05-May-25	18-May-25		22-May-25
12	19-May-25	01-Jun-25		05-Jun-25
13	02-Jun-25	15-Jun-25		19-Jun-25
14	16-Jun-25	29-Jun-25		03-Jul-25
15	30-Jun-25	13-Jul-25		17-Jul-25
16	14-Jul-25	27-Jul-25	*	31-Jul-25
17	28-Jul-25	10-Aug-25		14-Aug-25
18	11-Aug-25	24-Aug-25		28-Aug-25
19	25-Aug-25	07-Sep-25		11-Sep-25
20	08-Sep-25	21-Sep-25		25-Sep-25
			* = No insurance deductions	

2024-2025 CITY HOLIDAYS

1	Thursday	28-Nov-24	Thanksgiving
2	Friday	29-Nov-24	Day after Thanksgiving
3	Tuesday	24-Dec-24	Floating Holiday
4	Wednesday	25-Dec-24	Christmas Holiday
5	Wednesday	1-Jan-25	New Years Day
6	Monday	20-Jan-25	Martin Luther King Day
7	Friday	18-Apr-25	Good Friday
8	Monday	26-May-25	Memorial Day
9	Friday	4-Jul-25	Independence Day
10	Monday	1-Sep-25	Labor Day



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

**City Commission
Resolution**

MEETING DATE: August 27, 2024
FROM: Michele Moore
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2023-2024; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2024-R-58
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 Program (JAGD) for a total amount of \$2,577.00 towards the purchase of one in-car radar system.

The In-Car Radar System will allow the police department's traffic officer to monitor traffic flow and speeds on residential streets while remaining mobile.

FISCAL ANALYSIS:

The total cost of the purchase is \$3,197.50. The acceptance of the Edward Byrne Memorial Justice Assistance Grant Program (JAGD) for \$2,577.00 will leave the City with a \$620.50 fiscal obligation which is budgeted in Police Department Operating Supplies budget (001-2110-521-5201).

STAFF RECOMMENDATION:

Approval and acceptance of the Edward Byrne Memorial Justice Assistance Grant - Direct Program (JAG-D) of \$2,577.00 to be used for the purchase of an In-Car Radar System. Award: D-R7036 KAGD22 IN-CAR RADAR PROJECT

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 RESOLUTION BY AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023-2024.

ATTACHMENTS:

- R7036 - Original Signed Agreement (1) (PDF)
- APPROVED - JAGD22 In-Car Radar Project (PDF)
- EXHIBIT A-BAR JAG Grant (In-car radar) (PDF)

Resolution No. 2024-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City amends its annual budget as changes to the budget occur during the year, the City has amended the current budget for such changes by the following Resolutions; 2023-R-52, adopted an operating budget for Fiscal Year 2023-2024; budget amendments: 2023-R-59, 2023-R-68, 2023-R-69, 2023-R-71, 2024-R-4, 2024-R-9 and 2024-R-34 amended the operating budget for Fiscal Year 2023-2024; and

WHEREAS, this resolution, amending the budget, is to account for additional revenue from the Edward Byrne Memorial Justice Assistance Grant Program (JAGD) with an adjustment of \$2,577 revenues and expenditures in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, the budget adjustments will allow the City of Holly Hill to adjust the Fiscal Year 2023-2024 budget.

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

SECTION 1. Amended Budget: The City Commission of the City of Holly Hill amends the Fiscal Year 2023-2024 budget by revising the budget in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 27th day of AUGUST, 2024.

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

AWARD AGREEMENT

Recipient: City of Holly Hill
Recipient SAM UEI: ZK7ZUMNURSG6
Award Number: R7036
Award Period: 10/01/2023 – 09/30/2024
Award Title: D-R7036: JAGD22 IN-CAR RADAR PROJECT
Federal Funds: \$2,577.00
Matching Funds: \$0.00
Total Funds: \$2,577.00
CFDA: 16.738
Federal Award Number: 15PBJA-22-GG-00656-MUMU
Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)
Federal Awarding Agency: U.S. Department of Justice (USDOJ)
Pass-through Entity: Florida Department of Law Enforcement (FDLE)
Research & Development: No
Indirect Cost: No

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

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

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

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

SCHEDULE OF APPENDICES

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

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

Attachment: R7036 - Original Signed Agreement (1) (2024-R-58 : Budget Resolution for FY2023 - 2024 JAG Grant)

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

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

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

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

FINANCIAL REPORTING

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

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

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

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

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

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

Award Signatures

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

Award ID: R7036
Award Title: D-R7036: JAGD22 IN-CAR RADAR PROJECT
Award Period: 10/01/2023 – 09/30/2024

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____



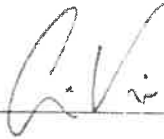
Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

10/13/23

Recipient
City of Holly Hill

Signature: _____



Typed Name and Title: Christopher Via, Mayor

Date: _____

10/11/2023

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

Chief Official Designee (optional)
City of Holly Hill

Signature: _____

Typed Name and Title: _____

Date: _____

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

Appendix A - Scope of Work

Award Number: R7036
 Recipient: City of Holly Hill
 Award Title: D-R7036: JAGD22 IN-CAR RADAR PROJECT
 Award Period: 10/01/2023 - 09/30/2024

Problem Identification

The City of Holly Hill hosts three major arterial roadways - Nova Road, Ladies Professional Golf Association (LPGA) Boulevard, and Ridgewood Avenue. These roadways link the larger neighboring municipalities of Daytona Beach and Ormond Beach. Traffic studies have demonstrated that tens of thousands of motorists transit the City of Holly Hill daily - primarily along Ridgewood Avenue's (U.S. Highway 1) and Nova Road's (State Road 5A) busy commercial corridors. The Holly Hill Police Department (HHPD) encourages its patrol officers to conduct at least 3 traffic stops per shift - pending call volume - in order to help reduce speeding and aggressive driving. Officers of the HHPD have conducted approximately 4,116 traffic stops from January – July 2023. The high number of traffic stops exemplifies how serious the HHPD takes traffic complaints. The number one verbal complaint still received from citizens living in Holly Hill is aggressive driving and speeding. Also, the HHPD has a limited amount of speed measurement devices. The City of Holly Hill doesn't have sufficient funds budgeted to purchase more radars/lasers to help address the speeding problem. Because of the three major thoroughfares that run through the City of Holly Hill, many travelers use neighborhood roads to avoid traffic congestion. This problem has created more traffic in local neighborhoods which has increased the volume of vehicles and speeders.

Scope of Work

The Holly Hill Police Department will use JAG funds to purchase an in-car radar with dual antennas. This will allow the officer to detect speed from both directions - approaching and from behind. The in-car radar will also allow the unit to be mounted on the dash of a patrol vehicle and capture speeding while the vehicle is moving. This process allows the officer to cover more neighborhoods while being mobile. In addition, the in-car radars project falls under Program Area 1 under the Byrne/JAG Strategic Plan allowing the police department to purchase equipment to help reduce traffic fatalities related to speeding or aggressive driving.

Appendix B - Deliverables

Award Number: R7036
 Recipient: City of Holly Hill
 Award Title: D-R7036: JAGD22 IN-CAR RADAR PROJECT
 Award Period: 10/01/2023 - 09/30/2024

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

Deliverable 1	Recipient will use federal grant funds to procure an in-car radar.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$2,577.00

Appendix C - Approved Budget

Award Number:	R7036		
Recipient:	City of Holly Hill		
Award Title:	D-R7036: JAGD22 IN-CAR RADAR PROJECT		
Award Period:	10/01/2023-09/30/2024		
Award Amount:	\$2,577.00	\$0.00	\$2,577.00
	Grant Funded	Match	Total

Standard Budget Terms

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

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

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

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

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

D. Equipment

Item Name	Description	Grant Funded	Match	Total
In-Car Radar	1 In-Car Radar @ \$3,175.00 each, plus \$22.50 for shipping = \$3,197.50.	\$2,577.00	\$0.00	\$2,577.00
	The City of Holly Hill will cover all fees that are applicable over the grant award.			
D. Equipment Subtotal:				\$2,577.00

Appendix D: Award Contacts

Award Number: R7036
 Recipient: City of Holly Hill
 Award Title: D-R7036: JAGD22 IN-CAR RADAR PROJECT
 Award Period: 10/01/2023 - 09/30/2024

Recipient Grant Manager (GM)

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

Recipient Chief Official (CO)

Name: Christopher Via
Title: Mayor
Address: 1065 Ridgewood Avenue
 Holly Hill, FL 32117-2807
Phone: 386-248-9491
Email: cvia@hollyhillfl.org

Recipient Chief Financial Officer (CFO)

Name: Michele Moore
Title: Finance Director
Address: 1065 Ridgewood Avenue
 Holly Hill, FL
Phone: 386-248-9426
Email: mmoore@hollyhillfl.org

Recipient Additional Point of Contact (POC)

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

Appendix E: Special Conditions

Award Number: R7036
 Recipient: City of Holly Hill
 Award Title: D-R7036: JAGD22 IN-CAR RADAR PROJECT
 Award Period: 10/01/2023 - 09/30/2024

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

- S0001 During application review, it was noted the recipient's SAM.gov registration will be expiring within the next 60 days. In order to prevent delays in payment, the recipient should renew their registration in SAM.gov prior to October 26, 2023.
- S0002 Although federal regulations require a three-year retention period on all grant records, the State of Florida General Records Schedule GS1-SL for state and local agencies, which is more stringent, requires award recipients to maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for review upon request.
- W0003 WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the Recipient must provide a management response in regards to findings noted on the Single Audit for the year ending September 30, 2022 to the Office of Criminal Justice Grants.
- S0004 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0005 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2022 Award Standard Conditions

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

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

For NCHIP and NARIP Awards

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

GENERAL REQUIREMENTS

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

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

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

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

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

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

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

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

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

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

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

U.S. Code:

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

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

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

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

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

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

State of Florida Statutes

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

Chapter 119, F.S., Public Records

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

Section 215.97, F.S. Florida Single Audit Act

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

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

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

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal

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

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

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

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

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

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

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

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

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

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

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

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to

match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

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

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

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

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

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

SECTION I: TERMS AND CONDITIONS

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

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

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

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

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

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal

or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

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

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

- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

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

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

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

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

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.
- Equal Employment Opportunity Certification (EEOC)** – The recipient must submit an EEO Certification annually within 120 days of award.
- Equal Employment Opportunity Program (EEOP)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.
- Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).
- 3.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."
- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other

Neighborhood Organizations”, specifically including the provision for written notice to current or prospective program beneficiaries.

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

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

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

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

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

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

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

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

end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

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

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

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

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

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

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

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

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

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

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

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified ass Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and

fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://oip.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://oip.gov/funding/Explore/FFATA.htm>.
- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

- 15.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period.

This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- 21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

- 22.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

27.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient

agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If award funds are 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 award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

- 11.0 Forensic Genealogy Testing** – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.
- 12.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 13.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 14.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as “employees” of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

- 16.0 Employment Eligibility Verification for Hiring Under This Award** – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
 - 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
 - 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
 - 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
 - 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
 - 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

- 17.0 Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

- 18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

- 19.0 Safe Policing and Law Enforcement** – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

- 20.0 For JAG: Extreme Risk Protection Programs** – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

- 21.0 For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

- 22.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

5.1.b

MEETING DATE: October 10, 2023
FROM: Jeff Miller
SUBJECT: Edward Byrne Memorial Justice Assistance Grant (JAG) Award
Name: D-R7036: JAGD22 IN-CAR RADAR PROJECT City
of Holly Hill
NUMBER: (ID # 4281)
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 - Direct Program (JAG-D) for a total amount of \$2,577.00. This funding will go toward the purchase of an In-Car Radar System.

The In-Car Radar System will allow the police department's traffic officer to monitor traffic flow and speeds on residential streets while remaining mobile.

- R7036 Federal Award - Agreement (PDF)

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

Attachment: APPROVED - JAGD22 In-Car Radar Project (2024-R-58 : Budget Resolution for FY2023 - 2024 JAG Grant)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2023-2024

Requesting Department		Date
Finance		11/14/2023
ADD FUNDS TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION:	AMOUNT:
001-0000-331-2410	Federal Grants	\$2,577.00
	Total	\$2,577.00
ADD FUNDS TO ACCOUNT NUMBER:		
001-2110-521-5201	Clothing & Equipment	\$2,577.00
	Total	\$2,577.00

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

Record the acceptance of the FDLE Edward Byrne Memorial Justice Assistant Grant given to the Police Department in the amount of \$2,577.00 for the purchase of an In Car Radar System. Commission approval of grant 10/10/2023.

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
Employee Signature	Date

Attachment: EXHIBIT A-BAR JAG Grant (In-car radar) (2024-R-58 : Budget Resolution for FY2023 - 2024 JAG Grant)



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

**City Commission
Agenda Item**

5.2

MEETING DATE: August 27, 2024
FROM: Joseph Forte
SUBJECT: Request for Code Enforcement Lien Reduction - 135 Walker Street
NUMBER: (ID # 4614)
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a request for a Reduction of Code Enforcement Lien placed on the real property located at 135 Walker Street, Parcel # 424250020072. The original owner was Lorreen Sheldon and is now with Great Equity, LLC. Mr. Bobby Ellison is under contract with Greater Equity, LLC who is the assignor via an Assignment of Residential Purchase Contract with a closing date no later than August 31, 2024.

The code violation had been cited and the case brought to the Special Master on August 17, 2023. A finding of Fact and Conclusion of Law found the property to be in violation of several IPMC codes and city Ordinances that if not remedied, would accumulate fines in the amount of \$50.00 per day per violation plus a \$250.00 Special Master fee. The liens began to accrue and over time have accumulated to \$94,900.00.

The property is not in compliance however, the buyer of the property is entering into an agreement with the City to bring the property into compliance within an agreed upon time frame to have the lien reduced as recommended by the City Manager. Therefore, the property eligible for a lien reduction.

The City has determined a lien reduction in the amount of \$10,480.53.

FISCAL ANALYSIS:

Total lien	\$94,900.00
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Required Payment to Release lien

Special Master fee for 1 meeting	\$ 250.00
Recording fees	\$ 30.00
Finance Dept. Staff time for 1 hour at 18.83 plus 30%	\$ 24.48
Code enforcement staff time 7 hours at 22.48	\$ 204.57
Community Development Director 1 hour at 54.98	\$ 71.48

Agenda Item (ID # 4614)

Meeting of August 27, 2024

Percentage of original lien at 10%

\$9,900.00

Total

\$10,480.53

STAFF RECOMMENDATION:

Reduce the lien from \$94,900.00 to the amount **\$10,480.53**.

COMMISSION GOAL:

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

MOTION:

REDUCE THE LIEN FROM \$94,900.00 TO \$10,480.53 PAYABLE NO LATER THAN AUGUST 31, 2024 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT. FAILURE TO PAY THE LIEN BY AUGUST 31ST WILL RESULT IN THE LIEN REMAINING ON THE PROPERTY SUBJECT TO THE CITY FILING FOR COLLECTION ON THE LIEN.

- 135 Walker Lien Agreement (PDF)



AGREEMENT

Request to Reduce Lien.
135 Walker Street
Holly Hill, FL 3217

WHEREAS, the property located at 135 Walker Street, Holly Hill, FL 32117, Parcel # 424250020072 (Property) has been in a state of disrepair and neglect despite repeated requests for improvements and code enforcement action by the City of Holly Hill (City).

WHEREAS, Bobby Ellison is under contract with Greater Equity LLC (Assignor) via an Assignment of Residential Purchase Contract with a closing date no later than August 31, 2024.

WHEREAS, an Order of Non-Compliance was issued on August 17, 2023, to the property owner (Loreen P. Sheldon) for violations of several Sections of the IPMC and City Ordinances which are contained in the attached Order of Non Compliance.

The property remains in non-compliance.

WHEREAS, The buyer is willing to enter into this Agreement to bring the property into full compliance by repairing and rehabilitating the property according to the current standards of the Florida Building Code, within a specific period of time, in exchange for a reduction in the amount of the lien.

WHEREAS, the City is willing to reduce the lien to Buyer to an amount of \$ 10,480.53 and file a release of lien after payment is made to the City of Holly Hill and the property is in compliance.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

The City will receive payment following the closing through the title company, in the amount of \$ 10,480.53 as payment for the recorded lien and fines for the violation.

The City hereby agrees to release all liens under the new ownership of Buyer to an amount \$ 10,480.53 and file a release of lien after payment is received and the property is in compliance with all code violations.

1) Buyer hereby agrees to:

a) Acquire the Property no later than August 31, 2024.

1065 Ridgewood Ave Holly Hill, Florida 32117
Hollyhillfl.org



- b) Within 30 days of becoming the owner of the Property, the Buyer shall clean the exterior of the Property (mowing, tree trimming and debris/trash removal), secure the structure on the Property (broken windows and doors shall be closed to prevent unauthorized access even if with just temporary material such as plywood) and take all other action necessary to correct the existing code violations as identified in Code Enforcement Case #23-3083. In addition, during this time period, the Buyer shall submit construction plans to renovate the structures on the Property and promptly respond to questions and comments from the City to the construction plans and promptly submit revisions and additional information to acquire the appropriate permits.
- c) No later the December 31, 2024 the Buyer shall remedy all existing code violations and take other action necessary to correct any existing code violations bringing the property into full compliance, including but not limited to the items identified in the Code Enforcement case # 23-3083.
- 2) If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to pursue any and all remedies available to the City based on the determination by the City that this Property constitutes a public nuisances and the existing recorded City Code enforcement liens. If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to collect the remaining balance of the lien in the amount plus any additional Administrative costs or, pursue foreclosure.
- 3) Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida and the parties specifically waive any Federal Court jurisdiction and agree that the State court shall have jurisdiction for all claims.

City of Holly Hill

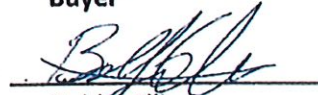
By: _____

Joseph Forte

Title: _____ City Manager

Date: _____

Buyer


Bobby Ellison

Date

Aug 20 2024

1065 Ridgewood Ave Holly Hill, F
Hollyhillfl.org

IDAHO USA **DRIVER'S LICENSE**
NOT ACCEPTABLE FOR REAL ID OFFICIAL PURPOSES



9 Class D
9a End NONE
12 Rest NONE
1 ELLISON
2 BOBBY CHRISTOPHER
8 3500 LAKESHORE DR
SAGLE, ID 83860-8388

4d DLN CC219297A
4a Iss 04/26/2024
4b Exp 03/12/2029
13 DOB 03/12/1992

15 Sex M
16 Hgt 6'-01"
17 Wgt 240 lb
18 Eyes BRO
19 Hair BRO
5 DO 091241170097

03/12/92

DUPLICATE
VETERAN
DONOR

