

**City of Holly Hill, Florida
City Commission
Agenda | October 28, 2025**

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
John Penny

District 1 - Commissioner
Debra Snow

District 3 - Commissioner
Jeffrey DeLanoy

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 City Commissioner Penny Currie
- c. Pledge of Allegiance

2. Presentations - None**3. Public Comments**

This is the time for the public to come forward with any comments they may have on any subject related to city business not listed on the Regular Agenda or under Public Hearings. Prior to commenting, individuals are asked to clearly state their name and city of residence for the record. Each individual shall be afforded no more than 3 minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's Office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. All comments shall be directed to the presiding officer.

4. Approval of Minutes

1. Minutes - October 14, 2025 Regular City Commission and CRA Meeting

(Requested by Valerie Manning, City Clerk)

5. Consent Agenda

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. 2025-R-89 - Edward Bryrne Memorial Justice Assistance Grant (JAG) JG209 FY2024 Grant Award
2. 2025-2026 Victims of Crime Act (VOCA) Agreement

6. Regular Agenda

1. 2025-R-90 - Regional Drainage and Estuary Program Grant

7. 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 will be heard first. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that members of the public keep their comments brief and try to limit these comments to information not previously discussed. Members of the public who wish to speak, should state their name and city of residence clearly for the record. Each individual shall be afforded no more than 3 minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. 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.

8. Communications

- a. City Manager Comments
- b. City Attorney Comments
- c. Mayor Comments
- d. City Commission Comments

9. Adjournment

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

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



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



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

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

STAFF REPORT:

Minutes from the October 14, 2025 regular City Commission and CRA meeting.

MOTION:

Approve the minutes as submitted by staff.



City Commission
Minutes • October 14, 2025

City Commission Chamber	Regular City Commission & CRA Meeting	6:00 PM
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City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

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

1. Call to Order

The meeting was called to order at approximately 6:02 PM.

Present:

Mayor John Penny
City Commissioner Debra Snow
City Commissioner Penny Currie
City Commissioner Jeffrey DeLanoy
Vice Mayor/City Commissioner Roy Johnson

Absent: N/A

2. Recess the CC meeting & Convene as the CRA

The City Commission meeting was recessed at approximately 6:02 PM to convene as the Community Redevelopment Agency (CRA) for the CRA meeting.

3. CRA Agenda Item(s)

1. 2025-R-81 - Overhead to Underground Phase 3 ITS Relocation - CRA

RESOLUTION 2025-R-81

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF FDOT AGREEMENT #BEG78 WITH ADVANCED CABLING SOLUTIONS, INC., AT A COST OF \$266,813.79 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the relocation of ITS facilities is required for the undergrounding of traffic control systems; and

WHEREAS, Advanced Cabling Solutions, Inc., has an active agreement with the Florida Department of Transportation that the city may piggyback for ITS relocation services; and

WHEREAS, city purchasing policy 2.39 allows for the piggybacking of other

governmental contracts; and

WHEREAS, adequate funds are allocated for this work as part of the adopted fiscal year 2025-2026 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, Florida:

SECTION 1. That the Community Redevelopment Agency of the City of Holly Hill approve the piggybacking of Florida Department of Transportation agreement BEG78 and authorize the City Manager to execute the same.

SECTION 2. That the Community Redevelopment Agency of the City of Holly Hill award Advanced Cabling Solutions with an agreement to relocate ITS facilities at a cost of \$266,813.79 and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 14th day of OCTOBER 2025.

Mayor Penny opened public participation. No one spoke.

Motion to Approve.

Result: Passed [UNANIMOUS] - 5-0

Mover: City Commissioner Penny Currie

Seconder: City Commissioner Debra Snow

Ayes: John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson

Nays: None

2. 2025-R-82 - Overhead to Underground Phase 3 Electrical Service Conversions - CRA

RESOLUTION 2025-R-82

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH CARTER ELECTRIC COMPANY TO PROVIDE THE ELECTRICAL SERVICE CONVERSIONS FOR THE PHASE 3 OVERHEAD TO UNDERGROUND UTILITY CONVERSION PROJECT AT A COST OF \$597,993.50 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the conversion of electrical services for commercial customers is required as a part of the overhead to underground project; and

WHEREAS, the city broadcast an invitation to bid for this project and received one bid on September 15, 2025, from Carter Electric in the amount of \$597,993.50; and

WHEREAS, the engineer of record reviewed the bid received and found the cost to be reasonable and less than the engineer's estimate; and

WHEREAS, Carter Electric has performed successful work with the city in the past and is considered a contractor in good standing.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, Florida:

SECTION 1. That the Community Redevelopment Agency of the City of Holly Hill

approve an agreement with Carter Electric Company to provide the electrical service conversions for the Phase 3 Overhead to Underground Utility Conversion Project at a cost of \$597,993.50 and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 14th day of OCTOBER 2025.

Mayor Penny opened public participation. No one spoke.

Motion to Approve.

Result: Passed [UNANIMOUS] - 5-0

Mover: City Commissioner Debra Snow

Second: Vice Mayor/City Commissioner Roy Johnson

Ayes: John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson

Nays: None

4. Adjourn as the CRA & Reconvene the CC meeting

The Community Redevelopment Agency (CRA) meeting adjourned at approximately 6:05 PM. The City Commission regular meeting reconvened at that approximate time.

5. Presentations

1. Proclamation - Volusia Young Marines - National Red Ribbon Week
2. Proclamation - Domestic Violence Month - October 2025

After this reading of the Domestic Violence Month, Police Chief Williams held a Swearing-In ceremony for Officer Marlon Heyliger and welcomed him to the Holly Hill Police Department.

6. Public Comments

The following individuals spoke to the Mayor and City Commissioners:
Francis Engram, Holly Hill; Jim Legary, Holly Hill and Phil Wahby.

7. Approval of Minutes

1. Minutes - September 16, 2025, Workshop - Evaluation Appraisal Review (EAR)

Motion to Approve.

Result: Passed [UNANIMOUS] - 5-0

Mover: City Commissioner Penny Currie

Second: City Commissioner Jeffrey DeLanoy

Ayes: John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson

Nays: None

2. Minutes - September 23, 2025 - Regular City Commission & Second PH on FY25-

26 Budget

Motion to Approve.

Result:	Passed [UNANIMOUS] - 5-0
Mover:	City Commissioner Penny Currie
Second:	City Commissioner Jeffrey DeLanoy
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson
Nays:	None

3. Minutes - September 23, 2025 - FEMA Workshop

Motion to Approve.

Result:	Passed [UNANIMOUS] - 5-0
Mover:	City Commissioner Penny Currie
Second:	City Commissioner Jeffrey DeLanoy
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson
Nays:	None

8. Consent Agenda

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

1. 2025-R-83 - Piggyback Truist Banking Services

RESOLUTION 2025-R-83

APPROVE AUTHORIZING A PIGGYBACK CONTRACT FOR BANKING SERVICES WITH TRUIST BANK BASED ON THE BREVARD COUNTY CONTRACT; AUTHORIZE THE CITY MANAGER TO EXECUTE BANKING SERVICES AGREEMENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to enter into a like contract with Truist Bank under the same terms and conditions as the agreement entered into by Brevard County, Florida, Contract RFP # (1-23-01); and

WHEREAS, Chapter 287, Florida Statutes, grants authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing, enabling public purchasers to benefit from competitively procured pricing while reducing administrative time and costs; and

WHEREAS, the City has reviewed the terms and pricing of the Brevard County contract with Truist Bank (RFP #1-23-01) and determined that it is in the City's best interest to piggyback on said agreement; and

WHEREAS, Truist Bank has demonstrated a strong track record of providing high-quality financial services to municipal governments and is currently providing banking services under a contract with Brevard County, effective April 1, 2023, through March 31, 2028, with the option to extend for an additional five (5) years upon mutual agreement by both parties; and

WHEREAS, the City has determined that piggybacking on the Brevard County contract is the most economically advantageous method to procure these services; and

WHEREAS, the pricing provided by Truist Bank, as detailed in Proforma #506153, is consistent with the terms of the Brevard County contract and will result in minimal change to the City's current budget; and

WHEREAS, the City Commission now desires to authorize the execution of the agreement and delegate authority to the City Manager to execute and administer the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF

HOLLY HILL, FLORIDA:

SECTION 1. AUTHORIZATION. The City Commission hereby authorizes the City Manager to execute the piggyback banking services agreement with Truist Bank based on the Brevard County contract (RFP #1-23-01).

SECTION 2. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager and City staff are authorized to take all necessary administrative actions to implement the terms of this agreement.

SECTION 3. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 4. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of OCTOBER 2025.

Mayor Penny opened public participation. No one spoke.

Motion to Approve.

Result: Passed [UNANIMOUS] 5-0

Mover: Vice Mayor/City Commissioner Roy Johnson

Second: City Commissioner Penny Currie

Ayes: John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson

Nays: None

2. Fully Insured Group Insurance and Ancillary Lines of Coverage - January 1, 2026 - December 31, 2026

Motion to Approve.

Result: Passed [UNANIMOUS] - 5-0

Mover: Vice Mayor/City Commissioner Roy Johnson

Second: City Commissioner Penny Currie

Ayes: John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson

Nays: None

3. First Amendment to the Interlocal Agreement for Operational Assistance and Voluntary Cooperation for Animal Control Services

Motion to Approve.

Result: Passed [UNANIMOUS] - 5-0

Mover: Vice Mayor/City Commissioner Roy Johnson

Second: City Commissioner Penny Currie

Ayes: John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson

Nays: None

9. Regular Agenda

1. 2025-R-84 - Overhead to Underground Phase 3 Electrical Service Conversions

RESOLUTION 2025-R-84

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH CARTER ELECTRIC COMPANY TO PROVIDE THE ELECTRICAL SERVICE CONVERSIONS FOR THE PHASE 3 OVERHEAD TO UNDERGROUND UTILITY CONVERSION PROJECT AT A COST OF \$597,993.50 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the conversion of electrical services for commercial customers is required

as a part of the overhead to underground project; and
WHEREAS, the city broadcast an invitation to bid for this project and received one bid on September 15, 2025, from Carter Electric in the amount of \$597,993.50; and
WHEREAS, the engineer of record reviewed the bid received and found the cost to be reasonable and less than the engineer's estimate; and
WHEREAS, Carter Electric has performed successful work with the city in the past and is considered a contractor in good standing.
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 an agreement with Carter Electric Company to provide the electrical service conversions for the phase 3 Overhead to Underground Utility Conversion Project at a cost of \$597,993.50 and authorize the City Manager to execute the same.
SECTION 2. Severability. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.
SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of OCTOBER 2025.

Motion to Approve.	
Result:	Passed [UNANIMOUS] - 5-0
Mover:	Vice Mayor/City Commissioner Roy Johnson
Second:	City Commissioner Debra Snow
Ayes:	John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson
Nays:	None

2. 2025-R-85 - Overhead to Underground Phase 3 ITS Relocation

RESOLUTION 2025-R-85

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF FDOT AGREEMENT #BEG78 WITH ADVANCED CABLING SOLUTIONS, INC., AT A COST OF \$266,813.79 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the relocation of ITS facilities is required for the undergrounding of traffic control systems; and

WHEREAS, Advanced Cabling Solutions, Inc., has an active agreement with the Florida Department of Transportation that the city may piggyback for ITS relocation services; and

WHEREAS, city purchasing policy 2.39 allows for the piggybacking of other governmental contracts; and

WHEREAS, adequate funds are allocated for this work as part of the adopted fiscal year 2025-2026 budget.

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

SECTION 1. That the City Commission of the City of Holly Hill approve the piggybacking of Florida Department of Transportation agreement BEG78 and authorize the City Manager to execute the same.

SECTION 2. That the City Commission of the City of Holly Hill award Advanced Cabling Solutions with an agreement to relocate ITS facilities at a cost of \$266,813.79 and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 14th day of OCTOBER 2025.

Mayor Penny opened public participation. No one spoke.

Motion to Approve.

Result: Passed [UNANIMOUS] - 5-0

Mover: City Commissioner Penny Currie

Second: City Commissioner Debra Snow

Ayes: John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson

Nays: None

3. 2025-R-86 - Police Department Vehicle Purchase FY25-26 - Interceptors

RESOLUTION 2025-R-86

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT #20250009 AND AWARDING THE PURCHASE OF TWO (2) 2026 POLICE INTERCEPTOR UTILITY VEHICLES FROM BARTOW FORD AT A TOTAL COST OF \$113,284.68 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, two Police Interceptor Utility Vehicles were approved to be purchased in the adopted fiscal year 2025-2026 budget in keeping with the Fleet vehicle replacement plan; and

WHEREAS, the City of Holly Hill desires to purchase the vehicles under Charlotte County Vehicle Purchase contract # 20250009, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of 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, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to authorize and approve the form of the contract by Charlotte County and any other related documents; and

WHEREAS, the city has determined that, in this circumstance, piggybacking onto an agreement entered into by Charlotte County, is the most economically advantageous way to procure these goods and services.

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

SECTION 1. Pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

SECTION 2. It is hereby ascertained, determined and declared that it is in the best interest of the City to enter into a contract with Bartow Ford for the purchase of two (2) Police Interceptor Vehicles and equipment at a cost of \$113,284.68.

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 14th day of OCTOBER 2025.

Mayor Penny opened public participation. No one spoke.

Motion to Approve.

Result: Passed [UNANIMOUS] - 5-0

Mover: City Commissioner Penny Currie

Second: City Commissioner Jeffrey DeLanoy

Ayes: John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson

Nays: None

4. 2025-R-87 - ABC Express Lawn Care - Landscape Maintenance - Change Order

RESOLUTION 2025-R-87

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A CHANGE ORDER WITH ABC EXPRESS LAWN CARE TO PROVIDE FOR THE LANDSCAPE MAINTENANCE OF THE PUBLIC WORKS COMPLEX AND WESTERN WELL FIELDS IN THE AMOUNT OF \$28,495 ANNUALLY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has a current agreement with ABC Express Lawn Care for the landscape maintenance of multiple city properties in the amount of \$166,210 annually; and

WHEREAS, City staff currently provide landscape maintenance in the Public Works Complex and western well fields; and

WHEREAS, staff recommend that the landscape maintenance of the Public Works Complex and western wellfield be contracted in order to reduce cost and maximize service delivery.

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 change order with ABC Express Lawn Care to provide for the landscape maintenance of the Public Works Complex and western well fields at a cost of \$28,495 annually and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 14th day of OCTOBER 2025.

Mayor Penny opened public participation. No one spoke.

Motion to Approve.	
Result:	Passed [UNANIMOUS] - 4-0
Mover:	City Commissioner Penny Currie
Seconder:	City Commissioner Debra Snow
Ayes:	John Penny, Debra Snow, Penny Currie, Roy Johnson
Nays:	Jeffrey DeLanoy

5. 2025-R-88 - Police Pension Board of Trustees - Board Appointment

RESOLUTION 2025-R-88

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE POLICE PENSION BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 42.86, City Code, the City of Holly Hill has a Police Pension Board as defined by Florida Statute Chapter 185; and

WHEREAS, the Board of Trustees shall consist of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the City Commission, and two of whom shall be police officers as defined in F.S., Section 185.02, elected by a majority of the active police officers who are members of the plan. The fifth member shall be chosen by a majority of the stated four members, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the City Commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period

of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

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

SECTION 1. That the City Commission does hereby appoint the following individual to the Police Pension Board of Trustees

Kristie Law Commission Representative

SECTION 2. That the term for said member is set to expire December 31, 2026, finishing out the term of former member, Terry Wood, who resigned on September 10, 2025.

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

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

APPROVED AND AUTHENTICATED on this 14th day of OCTOBER 2025.

Mayor Penny opened public participation. No one spoke.

Motion to Approve.

Result: Passed [UNANIMOUS] - 5-0

Mover: City Commissioner Debra Snow

Second: City Commissioner Penny Currie

Ayes: John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson

Nays: None

10. Public Hearings

1. FIRST READING - 2025-O-3092 - Comprehensive Plan Evaluation and Appraisal (EAR) Amendments

FIRST READING - ORDINANCE 3092

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163, FLORIDA STATUTES; ADOPTING COMPREHENSIVE PLAN 2045, INCLUDING AMENDMENTS TO THE FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, HOUSING ELEMENT, UTILITIES ELEMENT, COASTAL MANAGEMENT AND CONSERVATION ELEMENT, RECREATION AND OPEN SPACE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND PROPERTY RIGHTS ELEMENT, AND ALL ASSOCIATED MAPS AND FIGURES; PROVIDING FOR THE TRANSMITTAL OF AMENDMENTS TO THE STATE REVIEWING AGENCIES, THE VOLUSIA GROWTH MANAGEMENT COMMISSION, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted the City of Holly Hill Comprehensive Plan ("Comprehensive Plan") in accordance with applicable law, now known as the Growth Policy Act (Chapter 163, Part II, Florida Statutes), which Comprehensive Plan has been subsequently amended; and

WHEREAS, Section 163.3191, Florida Statutes, requires local governments to evaluate their Comprehensive Plans periodically to determine if plans amendments

are necessary; and

WHEREAS, on August 29, 2024, the Community Development Director provided a letter to the Department of Commerce confirming that the city would perform a review of the Comprehensive Plan and necessary amendments as part of an Evaluation and Appraisal Report of each of the Comprehensive Plan elements; and

WHEREAS, the proposed amendments to the Comprehensive Plan have been reviewed by the Board of Planning and Appeals and the City Commission via public workshop and public meetings; and

WHEREAS, the proposed amendments to the Comprehensive Plan are being submitted under the state coordinated review process as provided in Section 163.3184(4), Florida Statutes; and

WHEREAS, on October 6, 2025 the Board of Planning and Appeals serving as the local Land Planning Agency, conducted a public meeting with due public notice on the Comprehensive Plan amendments, and recommended approval thereof; and

WHEREAS, the City Commission has duly conducted a public hearing authorizing transmittal of the requested Comprehensive Plan amendments, as described in Section 163.3184(4) and (11), Florida Statutes; and

WHEREAS, the City Commission finds that approval of the Comprehensive Plan amendments will preserve the internal consistency of the City's Comprehensive Plan pursuant to Section 163.3177, Florida Statutes; and

WHEREAS, the Comprehensive Plan amendments are attached to this Ordinance as Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, for the purposes of this Ordinance, underlined type constitutes additions to the original text and ~~strikethrough~~ shall constitute deletions to the original text.

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

SECTION 1. The foregoing recitals are incorporated herein by reference as the legislative findings of the Holly Hill City Commission.

SECTION 2. The City of Holly Hill Comprehensive Plan, is hereby amended with the text, figures, and map amendments to the Future Land Use Element, Transportation Element, Utilities Element, Coastal Management and Conservation Element, Housing Element, Recreation and Open Space Element, Capital Improvements Element, Intergovernmental Coordination Element, Public School Facilities Element, and Property Rights Element, as set forth in Exhibit "A."

SECTION 3. In order to make the City of Holly Hill Comprehensive Plan 2045, available to the public, a copy of the enacting Ordinance, and City of Holly Hill Comprehensive Plan 2045, shall be located in the Community Development Department of the City of Holly Hill. The Community Development Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION 4. The City Manager is hereby authorized and directed to transmit the appropriate number of copies of the notice and amendment within ten (10) days after the first reading of this Ordinance to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3184, Florida Statutes, and Volusia Growth Management Commission rules per Section 202.3 of the Charter of Volusia County.

SECTION 5. Pursuant to Section 163.3184(4), Florida Statutes, the second reading of this Comprehensive Plan amendment shall not exceed 180 days after the receipt of the state land planning agency's report.

SECTION 6. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. In the event any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision thereof.

SECTION 8. The effective date of this plan amendment, if the amendment is not timely challenged, shall go into effect pursuant to the state land planning agency's notice of intent. If timely challenged, this amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED AND AUTHENTICATED on the 14th day of OCTOBER 2025 for first reading.

Mayor Penny opened public participation. No one spoke.

Motion to Approve.

Result: Passed [UNANIMOUS] - 5-0

Mover: Vice Mayor/City Commissioner Roy Johnson

Second: City Commissioner Jeffrey DeLanoy

Ayes: John Penny, Debra Snow, Penny Currie, Jeffrey DeLanoy, Roy Johnson

Nays: None

11. Communications

a. City Manager - Mr. Forte reminded everyone about the Car Show this Saturday, October 18th, from 10:00 AM - 2:00 PM at City Hall.

b. City Attorney - No comments

c. City Commission

Commissioner Currie thanked Mr. Walker for filling in during Mr. Forte's vacation.

Commissioner DeLanoy liked the stormwater notices on the website and shared his concerns with the RV Park and the flooding.

Commissioner Johnson mentioned he has been watching the property for a while as well.

Commissioner Snow mentioned how proud she is that at most of the meetings, the city takes time out to recognize people and organizations.

d. Mayor Penny reminded everyone that the Farmers Market is back at Sunrise Park, the improvements at the park look very good; there's a costume contest this coming Sunday. There is going to be Dunkin Donuts at the Devon Storage location by the end of the year, and a letter of intent with Marco's Pizza and the Car Show is this coming Saturday from 10:00 AM - 2:00 PM. The Center Avenue house bid has been awarded but not sure at this time when the demolition will start.

12. Adjournment

The meeting adjourned at approximately 6:55 PM.

DISCUSSION:

The Florida Department of Law Enforcement (FDLE) has awarded the City of Holly Hill Police Department \$7,855.00 through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. These funds will be used to acquire updated investigative tools, including a Forensic Quick Response Solution, a Trimble Forensics Reveal software subscription, and on-site training for three staff members.

This equipment will strengthen the department's capacity to conduct traffic homicide investigations by reducing on-scene time, improving crash reconstruction accuracy, and facilitating faster roadway clearance. It will also enhance the efficiency of crash and geographic data collection and analysis.

When the grant application was submitted in April 2025, a vendor quote was obtained to support the proposed purchase. However, due to the time elapsed during the grant approval process and changes in product availability, the quoted equipment has since been updated. While the specific items differ, they provide equivalent functionality and fully align with the original objectives of the grant.

The revised quote, valid through November 30, 2025, totals \$8,802.00, which exceeds the grant award by \$947.00.

FISCAL ANALYSIS:

The total cost of the equipment and training is \$8,802.00. The grant award of \$7,855.00 will cover the majority of this expense, leaving a City contribution of \$947.00 due to price adjustments since the original quote. This amount will be funded through the operating supplies budget (Account No. 001-2110-521-5201). A budget amendment to record the grant is included as Attachment A. This is a one-time expenditure with no ongoing fiscal impact.

STAFF RECOMMENDATION:

Approval and acceptance of the Edward Byrne Memorial Justice Assistance Grant (JAG) to provide funding for investigative equipment and training for the Police department.

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 BY AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2025-2026.

RESOLUTION 2025-R-89

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE); AMENDING THE ADOPTED BUDGET FOR FISCAL YEAR 2025-2026 TO RECOGNIZE GRANT REVENUE AND AUTHORIZE A BUDGET ADJUSTMENT FOR ADDITIONAL COSTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Law Enforcement (FDLE) has awarded the City of Holly Hill Police Department \$7,855.00 through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, the awarded funds will be used to purchase updated investigative tools, including a Forensic Quick Response Solution, Trimble Forensics Reveal software subscription, and on-site training for three staff members to enhance traffic homicide investigations; and

WHEREAS, due to changes in product availability and pricing since the time of the original quote in April 2025, the revised total cost for the equipment and training is \$8,802.00, exceeding the grant amount by \$947.00 to be funded by operating supply budget; and

WHEREAS, this Resolution will amend the Fiscal Year 2025-2026 budget to recognize the \$7,855.00 in grant revenue.

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

SECTION 1. The City Commission of the City of Holly Hill hereby amends the Fiscal Year 2025-2026 budget by revising the budget in total pursuant to the itemizations contained in **Exhibit “A”**, which is attached hereto and incorporated herein.

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 become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 28th day of OCTOBER, 2025.

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2025-2026

Requesting Department

Finance

Date

10/28/2025

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
001-0000-334-2400		STATE GRANTS	7,855.00
Total			7,855.00
ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
001-2110-521-5201		Operating Supplies	7,855.00
Total			7,855.00

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

Record acceptance of the Edward Byrne Memorial Justice Assistance Grant (JAG).

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 -----

Finance Review

Finance Director Signature_____
Date_____
Resolution #

Quote Number: Q-53709
Quote Date: 10/8/2025
Quote Expires: 11/30/2025

Bill To:
Holly Hill Police Dept.
1065 Ridgewood Avenue
Daytona Beach, Florida 32117

Ship To:
Holly Hill Police Dept.
1065 Ridgewood Avenue
Daytona Beach, Florida 32117

Prepared By:
Duncan-Parnell, Inc.
10265 Beach Blvd
Jacksonville, Florida 32246

Requested By: Andrew Barrett
PH: (386) 248-9475 Cell:
abarrett@hollyhillfl.org

Customer P21 Account:
Customer ID:
Ship-To ID:

Sales Rep: Daniel Detwiler
(689) 312-0330
daniel.detwiler@duncan-parnell.com

Line	Item ID	Item Description	Quantity	Optional	Unit Price	Extended Price
1	FOR-01-0118-ADV	Forensics Quick Response Solution Adv	1	No	\$3,625.00	\$3,625.00
TLM - Andrew Barrett abarrett@hollyhillfl.org						
2	109695-00	Trimble Catalyst DA2 Receiver Packout	1	No	Included	\$0.00
3	TDC6-1-1100-00	TDC6 Android 6GB/64GB GPS BT/ WiFi	1	No	Included	\$0.00
4	FOR-CAP-CAT	Trimble Forensics Capture Catalyst Subsc	1	No	Included	\$0.00
Data Collection Software is renewable each year. The first year is included. Expected yearly cost after that per year is \$399 per year. This covers all updates for the software and the GNSS corrections.						
5	125522-GEO	TDC6/MM6 Pole Clamp w/Magnet Mount	1	No	Included	\$0.00
6	125521-GEO	TDC6/MM6 Device Bracket w/ Magnetic Plate	1	No	Included	\$0.00
7	121921-GEO	TSC5 / TDC600 Charger Kit	1	No	Included	\$0.00
8	121986-01-GEO	TSC5 Pouch	1	No	Included	\$0.00
9	NPB1	Nitecore NPB1 Power Bank 5000 mAh	1	No	Included	\$0.00
10	B2323	2-Port 12W USB Wall Charger	1	No	Included	\$0.00
11	5125-00-YEL	2M GPS Rover Rod, 5/8-11 Yellow	1	No	Included	\$0.00
12	5217-04-YEL	Thumb-Release Bipod	1	No	Included	\$0.00
13	8151-00-YEL-L	Seco RTK 2M Pole Bag w/Zipper	1	No	Included	\$0.00
14	4769-04	Pocket Tape 33'x1" Tenths/Inches	1	No	Included	\$0.00
15	FOR-03-0312-NR	Trimble Forensics Reveal Subscription	1	No	\$293.00	\$293.00

1 Year Subscription License for 1 Set of User Login Credentials. Expected yearly cost of \$293 per year. This is your crash diagraming software.

TLM - Andrew Barrett

Line	Item ID	Item Description	Quantity	Optional	Unit Price	Extended Price
abarrett@hollyhillfl.org						
16	FOR-30000	Training Public Safety Onsite	3	No	\$1,900.00	\$5,700.00
17	FORENSICS HARDWARE DISCOUNT	Forensics Customer Hardware Discount	1	No	\$-900.00	\$-900.00
18	UPSFEDUSPSFRT	UPS/FED-EX/POSTAGE/DHL/ FREIGHT	1	No	\$84.00	\$84.00
Pre-Tax Total:						\$8,802.00

*Taxes not included
Do not pay from quote*

Delivery Instructions:

TERMS AND CONDITIONS:

- Optional Items are not included in Pre-Tax Total
- SALES TAX AND SHIPPING CHARGES ARE ESTIMATED. **DO NOT PAY FROM QUOTE.**

ACCEPTED BY: _____ **DATE:** _____ **PO:** _____

We withhold the right to adjust prices of these products if we receive a tariff charge from the Manufacturer before this quotation expires. If you have any questions, please let us know. We are here to help.
Online payment options are available upon receipt of invoice or by making a down payment request.
Avoid a credit card surcharge by making an ACH payment online.
Ask your sales rep today about PayNOW with Duncan-Parnell.

**CITY OF HOLLY HILL
IMPROVING TRAFFIC HOMICIDE INVESTIGATIONS
FY 2024 JUSTICE ASSISTANCE GRANT (JAG) COUNTYWIDE PROGRAM
SUBAWARD CONTRACT FOR SERVICES (CS-2004)**

THIS SUBAWARD CONTRACT is entered into between the County of Volusia (hereinafter referred to as the "**COUNTY**"), who is the sub-grantee for 1988 Anti-Drug Abuse Act grant and "**THE CITY OF HOLLY HILL.**" (hereafter referred to as "**HOLLY HILL**") a non-profit corporation who is a subrecipient on behalf of the **COUNTY** under the 1988 Anti-Drug Abuse Act grant.

The following information is identified in accordance with 2 CFR 200.331(a)(1):

Tiered subrecipient:	The City of Holly Hill
Tiered subrecipient's UEI number:	VY9UEK86CVW3
FDLE federal award number:	15PBJA-24-GG-04224-MUMU
FDLE subaward number:	JG209
Subrecipient's tiered subaward award date:	10/1/2025
Grant award period:	10/01/2025-09/30/2026
Tiered subrecipient subaward award amount:	\$7,855.00
Total amount of federal funding allocated to the tiered subrecipient from any source:	\$7,855.00
Tiered subrecipient's budget total:	\$7,855.00
Tiered subrecipient's project description	Refer to Attachment I: Application for Funding Assistance
Federal awarding agency:	Department of Justice
Pass-through entity:	Florida Department of Law Enforcement and County of Volusia
Contact information for awarding official of the tiered subrecipient:	Name: Jeffrey S. Brower, County Chair Phone number: 386-736-2700
CFDA number:	16.738
Award R&D?	No
Indirect cost rate for federal award:	Indirect costs are not included in this subaward

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the **COUNTY** and **HOLLY HILL** agree as follows:

AS TO HOLLY HILL:

1. SCOPE OF SERVICES:

HOLLY HILL agrees to provide the **Improving Traffic Homicide Investigations Program** (hereinafter referred to as "**PROGRAM**"), as approved by the Florida Department of Law Enforcement and attached to this Contract as "Attachment I: Application for Funding Assistance" on behalf of the **COUNTY**, within the regulations set forth under the 1988 Anti-

Drug Abuse Act grant (Public Law 10-600). **HOLLY HILL** also agrees to comply with the Office of Justice JAG Standard Conditions, attached to this Contract as "Attachment II: JAG Subaward Standard Conditions".

The services to be offered under the **PROGRAM** include:

Service	Service Description
Forensic Quick Response Kit	Forensic Quick Response Kit to include tablet, receiver, power bank, charger kit and on-site trainings.

2. **LOCATION OF SERVICES:**

HOLLY HILL will provide **PROGRAM** services to drug offenders throughout Volusia County.

3. **STAFF:**

a. **HOLLY HILL** will provide qualified **PROGRAM** and administrative staff

4. **GRANT COMPLIANCE:**

- a. **HOLLY HILL** agrees to comply with the regulations contained in the 1988 Anti-Drug Abuse Act grant awarded to the **COUNTY** through the Florida Department of Law Enforcement, including those conditions listed in the Standard Conditions of the Byrne/JAG application that are incorporated by reference into this Contract.
- b. **HOLLY HILL** agrees to generate, maintain, and submit required and requested reports, in the established formats of the **COUNTY** and as contained in the 1988 Anti-Drug Abuse Act, on a monthly basis, regardless of productivity or expense to the Community Assistance Division. **HOLLY HILL** further agrees to cooperate with the **COUNTY** in remedying or otherwise rectifying any deficiencies that may appear or occur in connection with such reports.

Financial Reimbursement Request – Reimbursement requests must be submitted by the **10th day of the month** for the preceding month. Reimbursement for eligible expenses will be made in accordance with the County's Travel and Reimbursement Policy, Section 112.061 and 8, Florida Statutes, or their successor, as applicable, unless preempted by the 1988 Anti-Drug Abuse Act. All services requesting reimbursement must be supported by data and documentation of reimbursable expenditures. Such documentation should include client activity logs, participant sign-in sheets, timesheets, and/or billing spreadsheets. Reimbursement will be denied and the **COUNTY** may terminate this Contract if the **COUNTY** does not receive proper supporting documentation of reimbursable expenses.

Quarterly Performance Report – Quarterly Performance reports must be submitted in accordance to the Edward Byrne Justice Assistance Grant ("JAG") specifications and requirements within **five (5) days** after the end of the months of December, March, June, and September.

Such other reports and information as may be related to the **PROGRAM** must also

be provided by **HOLLY HILL** as requested by the **COUNTY**, the State or other official designees of these governmental units. The **COUNTY** reserves the right to audit performance reports, and **HOLLY HILL** hereby consents and agrees to submit to any such audits as may be initiated by the **COUNTY** as a condition of receiving the grant funds provided pursuant to this Contract.

AS TO COUNTY:

1. GRANT AND SUBCONTRACT ADMINISTRATION

The **COUNTY** agrees to provide technical assistance to **HOLLY HILL** as requested and required in the performance of this Contract. The **COUNTY** will monitor **PROGRAM** activities and review **PROGRAM** (including financial) documentation as necessary to ensure both **HOLLY HILL** and the **COUNTY** are in compliance with grant regulations and **HOLLY HILL** is in compliance with the **PROGRAM** requirements under this Contract.

The **COUNTY** acknowledges and agrees to address the special conditions on this award as described on page 4 of Attachment III: Certificate of Subaward.

2. PAYMENTS:

- a. The **COUNTY** will reimburse **HOLLY HILL** within a timely manner upon receipt of an accurate and correct Financial Reimbursement Request form meeting the requirements of this Contract.
- b. The **COUNTY** agrees to hold final payment until all required reports are received from **HOLLY HILL** in the Community Assistance Division and outstanding material issues are resolved by the parties. The **COUNTY** agrees to the terms and conditions concerning closeout of the subaward and tiered subaward as outlined on page 9 of Attachment II: JAG Subaward Standard Conditions.
- c. Reimbursement for the **PROGRAM** will be based upon established objectives completed and **PROGRAM** implementation expenses as follows:

Services	Quantity	Reimbursement Rate	Total
Forensic Quick Response Kit	1	\$7,855.00	\$7,855.00
Total	-	-	\$7,855.00

- d. Reimbursement for the **PROGRAM** may not exceed the award amount of **\$7,855.00**. Any costs over the award amount of **\$7,855.00** are the responsibility of and must be covered by **HOLLY HILL**.

AS TO BOTH PARTIES:

1. CONFIDENTIALITY:

To the extent permitted by Florida law, all services and client records of **PROGRAM** participants will be strictly confidential, including, but not limited to, social security numbers, medical records, addresses, and other personal information. No information may be released without a proper release of information that conforms with **HOLLY HILL** and the **COUNTY'S** policies and procedures regarding confidentiality. No information will be made available by **HOLLY HILL** or its agents or any subcontractor which could be used to identify any **PROGRAM** client or family. Releases of information for which there is not a statutory basis for confidentiality do not constitute a breach of this Contract.

2. TERM OF CONTRACT:

This Contract is effective the fiscal year beginning October 1, 2025 and ending September 30, 2026. Terms and conditions intended to survive the ending date of the term, including those terms and conditions pertaining to the retention and review of records, closeout, audits, and other program oversight requirements shall survive expiration, termination, or cancellation of this Contract.

3. INDEMNIFICATION:

HOLLY HILL shall, at its own expense, defend, indemnify, and hold the **COUNTY**, including its agents and officials, including elected officials and employees of the **COUNTY**, harmless from and against all liabilities, claims, demands, actions, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees), which **COUNTY** may incur or have asserted against it under any cause of actual or claim whatsoever in statute, contract, tort, or equity, (including personal injury/death and damage to tangible property) arising from the acts, omissions, misfeasance, malfeasance, or negligence of **HOLLY HILL**.

4. CANCELLATION:

This Contract may be canceled or terminated without cause by a thirty (30) day written notice by either party sent to the other party. Cancellation or termination by **HOLLY HILL** requires **HOLLY HILL** to be in good standing with regard to its performance of its obligations under the program.

5. NONWAIVER OF SOVEREIGN IMMUNITY:

Notwithstanding anything set forth in this Contract to the contrary, nothing in this Contract may be deemed as a waiver of immunity or limits of liability of the **COUNTY** beyond any statutory limited waiver of sovereign immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature. Regardless of anything set forth in this Contract to the contrary, the cap on the amount and liability of the **COUNTY** for damages arising from this Contract,

regardless of the number or nature of claims in tort, equity or contract, may not exceed the dollar amount set by the Florida legislature for tort. Further, nothing in this Contract may inure to the benefit of any third party for the purpose of allowing any claim against the **COUNTY**, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

6. In no event will the **COUNTY** be liable to **HOLLY HILL** for any incidental, indirect, special, punitive or consequential damages, even if the **COUNTY** knew or should have known about the possibility of such damages pursuant to any provision of this Contract.
7. *Intentionally Left Blank.*
8. Regardless of the provisions of Paragraph 4, **HOLLY HILL** shall indemnify, defend, and hold the **COUNTY** harmless from and against any and all claims and actions from **HOLLY HILL'S** Subcontractors for payment for Services and Work provided by Subcontractors for **HOLLY HILL** under this Contract. **COUNTY** is under no obligation to ensure that **HOLLY HILL'S** Subcontractors are paid, and **HOLLY HILL** is solely responsible for ensuring that any such Subcontractors are paid.
9. This Contract is governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida.
10. **HOLLY HILL** acknowledges the **COUNTY's** obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (commonly known as the Florida Public Records Act), to release public records that are not otherwise statutorily exempt or confidential to members of the public upon request. **HOLLY HILL** acknowledges that the **COUNTY** is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Contract and said statute controls over the provisions of this Contract. **HOLLY HILL** agrees to comply with these laws and any other laws related to provision of public records and to assist the **COUNTY** in complying with the same as it relates to all aspects of this Contract.
11. **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the **COUNTY** is required to provide **HOLLY HILL** with this statement and establish the following requirements as contractual obligations pursuant to the Contract:

IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5955, [communityassistance@volusia.org], by mail, Volusia County Community Assistance Division, Attn: Public Records Custodian: 121 W. Rich Avenue, DeLand, FL 32720.

By entering into this Contract, **HOLLY HILL** acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if **HOLLY HILL** does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of **HOLLY HILL** or keep and maintain public records required by the County to perform the service. If **HOLLY HILL** transfers all public records to the County upon completion or termination of the Contract, **HOLLY HILL** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If **HOLLY HILL** keeps and maintains public records upon completion or termination of the Contract, **HOLLY HILL** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If **HOLLY HILL** receives any such request, **HOLLY HILL** shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify **HOLLY HILL** of such request, and **HOLLY HILL** must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

HOLLY HILL acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. **HOLLY HILL** further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. **HOLLY HILL** shall indemnify, defend, and hold the

County harmless for and against any and all claims, damage awards, and causes of action arising from **HOLLY HILL**'s failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by **HOLLY HILL**'s failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. **HOLLY HILL** authorizes County to seek declaratory, injunctive, or other appropriate relief against **HOLLY HILL** from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

12. **HOLLY HILL** agrees to maintain such financial records and other records as may be prescribed by the **COUNTY** or by applicable federal and state laws, rules, and regulations. The **COUNTY** shall have the right to audit the books, records, and accounts of **HOLLY HILL** that are directly related to this Contract. **HOLLY HILL** shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract. **HOLLY HILL** shall preserve and make available, at reasonable times for examination and audit by **COUNTY**, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by **COUNTY** to be applicable to **HOLLY HILL**' records, **HOLLY HILL** shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by **HOLLY HILL**. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for **COUNTY'S** disallowance and recovery of any payment upon such entry.
13. **HOLLY HILL** is hereby required to be registered in and utilize the E-Verify System in accordance with Section 448.095(5), Florida Statutes. Pursuant to § 787.06(13), Florida Statutes, **HOLLY HILL** further agrees to execute and return to the **COUNTY** an affidavit signed by an officer or representative of **HOLLY HILL** under penalty of perjury attesting that **HOLLY HILL** does not use coercion for labor or services as defined in § 787.06, Florida Statutes.
14. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Contract will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of the COUNTY:	With a copy of legal notices to:
Agency: County of Volusia Attention: Carmen Hall Community Assistance Director Address: 121 West Rich Avenue DeLand, FL 32720 Phone: (386) 736-5955 Fax: (386) 943-2011	Agency: County of Volusia Attention: County Attorney Address: 123 West Indiana Avenue Room 301 DeLand, FL 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of The City of Holly Hill:	With a copy of legal notices to:
Agency: City of Holly Hill Attention: Joseph Forte, City Manager Address: 1065 Ridgewood Ave. Holly Hill, FL 32117 Phone: 386-248-9420 Email: jforte@hollyhillfl.org	Agency: City of Holly Hill Attention: Valerie Manning, City Clerk Address: 1065 Ridgewood Ave. Holly Hill, FL 32117 Phone: 386-248-9420 Email: vmanning@hollyhillfl.org

15. Each party will act in good faith in the performance of its respective responsibilities under this Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision, or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this Contract.
16. By entering into this Contract, **CITY OF HOLLY HILL** and the **COUNTY** hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Contract for any litigation limited solely to the parties of this Contract.
17. If any provision of this Contract shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Contract, such provision shall be construed so as to make it enforceable to the greatest extent permitted, and the remaining provisions of this Contract shall remain in full force and effect unless the **COUNTY** or **CITY OF HOLLY HILL** elect to terminate this Contract. An election to terminate this Contract based upon this provision must be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Contract, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
18. This Contract shall not be assigned, transferred, or encumbered by **HOLLY HILL** unless authorized by the **COUNTY** in writing as modification to this Contract.
19. This Contract and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.

IN WITNESS WHEREOF, the **COUNTY OF VOLUSIA** and HOLLY HILL. have executed this Contract.

CITY OF HOLLY HILL.

Executive Officer or Official

Date

ACKNOWLEDGED:

City Council/Commission Chair

Date

COUNTY OF VOLUSIA

Carmen Hall
Community Assistance Director

Date



Criminal Justice Grants THIRD PARTY CERTIFICATE OF SUBAWARD

Email completed form to: CJgrants@fdle.state.fl.us

FDLE Recipient Name:

FDLE App/Award #:

Federal Program:

Federal Agency:

Federal Award Number:

CFDA #:

This form must be completed for all third-party agreements determined to be **SUBRECIPIENTS** by CJG's Third-Party Determination Checklist. The FDLE Recipient must complete Parts I through IV and forward a copy to the tiered subrecipient for their signature in Part V. A copy of the fully executed Certificate of Subaward must be maintained on file by both parties and provided to FDLE.

Entities passing funds through to a "tiered subrecipient" must ensure their compliance with 2 CFR §200.332 – *Passthrough entity requirements*. Failure to address, or provide documentation of, compliance with these requirements will result in a withholding of funds condition on the FDLE Recipient's award. Withholding of funds conditions prevent the review and approval of payment requests, ultimately delaying reimbursement.

Part I: Certificate of Subaward

Tiered Subrecipient's Name

Tiered Subrecipient's UEI

Tiered Subrecipient's Award/Contract Title

Tiered Subrecipient's Award/Contract #

Grant Project Period: _____ to _____
Start Date End Date Effective Date

Indirect Costs:

Project Cost: _____
Grant Funds Other Funds Total Cost

Indirect Cost Rate:

Research and Development:

Project Description:

Part II: Third-Party Compliance Review

- | | | |
|---|-----|----|
| 1. Does the tiered subrecipient have a UEI number? <i>If no, a withholding of funds condition will be placed on the award until a UEI number is obtained.</i> | Yes | No |
| 2. Does the tiered subrecipient have an active SAM.gov registration? <i>If no, a withholding of funds condition will be placed on the award until an active SAM.gov registration is provided to FDLE.</i> | Yes | No |
| 3. Does the tiered subrecipient have a current EEO Certification? <i>If no, the contract is not eligible for reimbursement with federal funds. Documentation must be provided to FDLE at monitoring.</i> | Yes | No |



Criminal Justice Grants

THIRD PARTY CERTIFICATE OF SUBAWARD

Email completed form to: CJgrants@fdle.state.fl.us

4.	Will the tiered subrecipient be interacting with minors under this award? If yes, the tiered subrecipient must comply with all requirements for Suitability to Work with Minors. Documentation must be provided to FDLE upon request.	Yes	No
5.	Does the third-party agreement contain provisions requiring the tiered subrecipient be registered in and utilize the E-Verify System in accordance with Section 448.095(5), Florida Statutes? If yes, provide the page #. If no, a withholding of funds condition will be placed on the award until an amended agreement including these provisions is provided to FDLE.	Yes	No
Page #:			
Part III: Pass-through Entity Requirements			
1.	Does the FDLE Recipient understand they will be required to complete a Third-Party Subaward Risk Assessment and provide a copy at monitoring?	Yes	No
2.	Does the FDLE Recipient understand they will be required to complete a Third-Party Subaward Monitoring Tool and provide a completed copy (including supporting documentation) at monitoring?	Yes	No
Part IV: FDLE Recipient Certification -			
As the duly authorized representative, I acknowledge, understand and agree to abide by all applicable federal subaward and pass-through entity provisions established in 2 C.F.R. 200.332. I understand the failure to comply with all provisions and conditions regarding subawards under federal awards may result in the withholding of funds, disallowance of project costs, and/or classification of questioned costs. Additionally, I understand documentation to verify compliance with the provisions above must be maintained and provided at the time of monitoring.			
Signature:		Date:	
Name:		Title:	
Signature:		Date:	
Name:		Title:	
Part V: Tiered Subrecipient Certification -			
As the duly authorized representative, I acknowledge, understand and agree to abide by all applicable federal subaward and pass-through entity provisions established in 2 C.F.R. 200. I understand the failure to comply with all applicable provisions and conditions regarding subawards under federal awards may result in the withholding of funds, disallowance of project costs, and/or classification of questioned costs. Additionally, I understand documentation to verify compliance with the provisions above must be maintained and provided at the time of monitoring.			
Signature:		Date:	
Name:		Title:	

DISCUSSION:

The Victim Advocate Coordinator (VAC) plays a critical role in providing direct support and assistance to victims of crime, helping them navigate the complexities of the criminal justice system. Core responsibilities include assessing individual service needs, providing information on safety planning and injunctions, offering crisis and critical incident counseling, coordinating referrals to community resources, and assisting victims with compensation applications.

To ensure the continued delivery of these essential services, the Holly Hill Police Department has applied for and secured grant funding from the Florida Attorney General's Office (AGO) to support the majority of the Victim Advocate Coordinator position. This funding is provided through the Victims of Crime Act (VOCA) grant for the 2025–2026 fiscal year, covering the period of October 1, 2025, through September 30, 2026.

FISCAL ANALYSIS:

The total cost to fund the full-time Victim Advocate Coordinator (VAC) position for FY 2025–2026 is \$73,980, which includes salary and benefits. The City of Holly Hill has been awarded \$50,590 in grant funding through the Florida Attorney General's Office under the Victims of Crime Act (VOCA) program.

The City's required contribution to fully fund the position is \$23,390, which has been budgeted in the current FY26 budget under GL Account 001-2210-521-1300.

While the VOCA grant covers the majority of the position's cost, the City's supplemental funding ensures the continuation of critical victim services. These services include support for family members of suicide victims as well as individuals who have been seriously injured or killed in traffic crashes. This investment enables the department to sustain a high level of victim advocacy and support for the community.

STAFF RECOMMENDATION:

Approval and acceptance of the Victims of Crime Act (VOCA) grant to provide funding for a VAC position. (Grant number: VOCA-C-2025-Holly Hill Police Department-00142).

COMMISSION GOAL:**Goal #1:**

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

Goal #4:

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

MOTION:

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



JAMES UTHMEIER
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Associate Deputy Attorney General for
Criminal Justice Programs

Joseph Spataro
PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-3013
<https://www.myfloridalegal.com>

September 26, 2025

Mr. Joe Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117-2807

Dear City Manager Forte:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that City of Holly Hill will be awarded a Victims of Crime Act (VOCA) grant for the 2025-2026 funding cycle.

Our office would like to thank those agencies that submitted a response to the September 9, 2025, letter requesting input on the award process. The comments were very helpful and the award amounts were calculated taking into consideration the responses submitted. Ultimately, this office decided to concentrate the small reduction necessary in the 2025-2026 grant awards on those agencies awarded larger grants. Those agencies that had a 2024-2025 award of \$100,000 or lower will not receive a reduction.

Our office submitted a request to the U.S. Department of Justice, Office for Victims of Crime, to extend the project period for the 2021 VOCA allocation. Until a decision is received from the federal government, our office can only award funds based on what is currently authorized. If the U.S. Department of Justice approves our request for extension, that decision may unlock additional funds that could be requested at a later date.

If you have any questions, please direct them to the Bureau of Advocacy and Grants Management at (850) 414-3380 or contact.voca@myfloridalegal.com. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

Joseph Spataro
Associate Deputy Attorney General

FY 2025/2026
(Grant Period October 1, 2025, through September 30, 2026)

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

AND

City of Holly Hill

GRANT NO: VOCA-C-2025-Holly Hill Police Department-00142

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

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

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

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

ARTICLE 2. SCOPE OF WORK

For the 2025/2026 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider’s 2025/2026 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2025, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2026. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement)

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

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

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. Failure of the Provider to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the Provider has complied. The online registration can be completed at: <https://vendor.myfloridamarketplace.com>. If the Provider needs assistance in registering, the Provider may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com. Failure of the Provider to timely register may result in cancellation of this Agreement.

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

unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

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

ARTICLE 8. E-GRANTS SYSTEM REQUIREMENT

The Provider's administrator has the authority to grant access to the E-Grants system to the Provider's employees. The Provider will immediately remove access to the E-Grants system when an employee is no longer employed at the Provider's agency or when an employee's access is no longer necessary to perform their job duties at the Provider's agency. The Provider will perform quarterly checks to ensure that only authorized employees have access to the E-Grants system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition of equipment will only be considered for VOCA grant funded positions that are approved at 100% in the budget.

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

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

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

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

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of \$2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

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

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

ARTICLE 10. PROGRAM INCOME

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

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed \$50,590.00.

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

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

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

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

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

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

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

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

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

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

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has

established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

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

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the State of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

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

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

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

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

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in

either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

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

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

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

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the

written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

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

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

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

1. In the event the Provider expends \$750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. § 200.500, will meet the requirements of this part.
2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.
3. In the event the Provider expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

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

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

- B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.
- C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

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

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

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

ARTICLE 23. GRATUITIES

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

ARTICLE 24. PATENTS, COPYRIGHTS, AND ROYALTIES

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

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

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

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

ARTICLE 25. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

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

ARTICLE 26. TERMINATION

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

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this

Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

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

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

ARTICLE 27. AMENDMENTS

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

ARTICLE 28. NONDISCRIMINATION

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

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

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

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the DOJ, Office of Justice Programs, to assist with policy and procedure development is available at <https://www.ojp.gov/program/civil-rights-office/about>.

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

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

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2025-2026 grant period and confirm compliance with this requirement to the OAG through self-reporting by December 31, 2025. The training modules are available at <https://www.ojp.gov/program/civil-rights/video-training-grantees/overview>. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

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

ARTICLE 29. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

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

ARTICLE 30. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2025-Holly Hill Police Department-00142 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (City of Holly Hill) and the state of Florida."

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

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

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

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

ARTICLE 31. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

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

ARTICLE 32. NO THIRD-PARTY RIGHTS

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

under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 33. ADMINISTRATION OF AGREEMENT

- A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.
- B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management.
- C. The Provider's contract administrator will be provided at the time of execution.
- D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 34. CONTROLLING LAW AND VENUE

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

ARTICLE 35. COMPLIANCE WITH RESPECT

PURSUANT TO SECTION 413.036(3), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

ARTICLE 36. COMPLIANCE WITH PRIDE

PURSUANT TO SECTION 946.515(2), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

ARTICLE 37. PROCUREMENT OF MATERIALS WITH RECYCLED CONTENT

Any products or materials which are the subject of or are required to carry out this Contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.

ARTICLE 38. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

As applicable, the Provider must comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement. The act prohibits the inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the OAG.

ARTICLE 39. FEDERAL LAW RIGHTS TO INVENTIONS

As applicable, Provider must comply with 37 C.F.R., part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements.”

ARTICLE 40. FEDERAL CLEAN AIR ACT

As applicable, and if this Agreement is over \$100,000.00, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President’s Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. The Provider must report any violations of the above to the OAG.

ARTICLE 41. PRO-CHILDREN ACT OF 1994

As applicable, Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider’s failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. If applicable, the Provider must also include a similar provision in any subcontracts it enters under this Agreement.

ARTICLE 42. FEDERAL SUSPENSION AND DEBARMENT LIST

As applicable, the Provider agrees to comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000 and warrants none of the Provider’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Provider must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction (as defined by federal law) it enters into. Provider must notify the OAG immediately if it or any of the Provider’s employees, affiliates or subcontractors are included on the Federal Suspension or Debarment Lists.

ARTICLE 43. INSPECTION OF RECORDS

In accordance with section 216.1366, Florida Statutes, the OAG is authorized to inspect the: (a) financial records, papers, and documents of the Provider that are directly related to the performance of this Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Provider which the OAG determines are necessary to monitor the performance of this Agreement or to ensure that the Agreement terms are being met. The Provider must provide such records, papers, and documents requested by the OAG within 10 business days after the request is made.

ARTICLE 44. ENTIRE AGREEMENT

This Agreement and the Provider’s approved 2025-2026 grant application in the E-Grants Management

System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Joseph Forte

Authorizing Official

Joseph Forte

Print Name

Oct 13, 2025

Date

Greg Slemp

OAG Authorizing Official

Greg Slemp

Print Name

Oct 20, 2025

Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

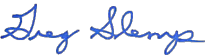
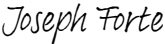
10-13-2025

FEID# of Provider

Flair Code

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

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

 Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	Office of the Attorney General Victims of Crime Act Grant	2025-2026
Subrecipient Name and Address City of Holly Hill 1065 Ridgewood Avenue Holly Hill, Florida 32117-2807	OAG Grant Number VOCA-C-2025-Holly Hill Police Department-00142	
Subrecipient UEI Number ZK7ZUMNURSG6	Project Period: From 10/1/2025 To 9/30/2026	
Subrecipient IRS/Vendor/FEIN Number 59-6000337	Budget Period: From 10/1/2025 To 9/30/2026	
Project Title OVC FY 21 VOCA Victim Assistance Formula OVC FY 22 VOCA Victim Assistance Formula	Award Date 10/1/2025	Award is R&D (Y/N) No
Previous Award Amount \$0.00	Amount of this Award \$50,590.00	Total Award \$50,590.00
Special Conditions The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.		
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance		
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.		
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period, Award Date 2021-2022: From 10/1/2020 to 9/30/2026 2022-2023: From 10/1/2021 to 9/30/2026	
OVC Federal Award Number 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021 2022-15POVC-22-GG-00725-ASSI Awarded 08-25-2022	OVC Total Award to OAG \$66,670,292 \$91,878,955	
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380	
Signature, OAG Authorizing Official, Date  Oct 20, 2025	Signature, Agency Executive Director, Date  Oct 13, 2025	

DISCUSSION:

The City of Holly Hill is experiencing increased tidal and storm-related flooding due to its proximity to the Halifax Intracoastal Waterway and the Atlantic Ocean. Rising sea levels and storm surge events push water into the Halifax River and LPGA Canal, placing significant stress on the city's stormwater infrastructure. The LPGA Canal, which conveys stormwater runoff from all land west of U.S. Route 1, serves as a critical component of the regional flood management system.

To support long-term flood mitigation planning, the City of Holly Hill has been awarded grant funding to implement the Holly Hill – Regional Drainage and Estuary Program. This project will include the installation of up to five (5) monitoring devices along the LPGA Canal to measure tidal fluctuations and stormwater discharge levels during storm events. The data collected will help develop both local and regional strategies to address flood risks, sea level rise, and drainage challenges.

On September 17, 2025, the City of Holly Hill executed a grant agreement with the Florida Department of Environmental Protection (FDEP) for this program. The total amount of the grant is \$94,500, with the City agreeing to provide an additional \$31,500 in matching funds. The project consists of four discrete tasks: Pre-Construction Activities, Bidding and Contractor Selection, Project Management, and Construction.

The City has received a proposal from Zev Cohen & Associates, Inc. to complete the first three of these tasks. Zev Cohen proposes to provide civil engineering, permitting through regulatory agencies, surveying, water level monitoring, establishment of seasonal high-water levels, bidding assistance, construction administrative services, and construction engineering observation. The total cost of this proposal is \$62,500. The proposal from Zev Cohen & Associates, Inc. is included as "Exhibit A."

FISCAL ANALYSIS:

The total cost of the project is \$126,000. Of this amount, \$94,500 will be funded through the FDEP grant, with the remaining balance covered by carryforward funds from a previously completed project. A budget amendment reflecting the grant funding is included as Attachment A.

STAFF RECOMMENDATION:

Approval and acceptance of grant funding to support the Holly Hill – Regional Drainage and Estuary Program, including the installation of data collection devices and associated project management activities. Authorize staff to proceed with the proposal for services provided by Zev Cohen & Associates for civil engineering services related to this program.

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:

MOTION TO ACCEPT GRANT FUNDING FOR THE HOLLY HILL – REGIONAL DRAINAGE AND ESTUARY PROGRAM AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AND ANY SUPPORTING DOCUMENTS. FURTHER, AUTHORIZE STAFF TO PROCEED WITH THE PROPOSAL FOR SERVICES PROVIDED BY ZEV COHEN & ASSOCIATES FOR CIVIL ENGINEERING SERVICES RELATED TO THIS PROGRAM, INCLUDING ASSOCIATED PROJECT MANAGEMENT ACTIVITIES AND THE INSTALLATION OF DATA COLLECTION DEVICES.

RESOLUTION 2025-R-90

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ACCEPTING GRANT FUNDING AND AMENDING THE ADOPTED BUDGET FOR FISCAL YEAR 2025–2026 TO REFLECT GRANT REVENUE FOR THE HOLLY HILL REGIONAL DRAINAGE AND ESTUARY PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE ASSOCIATED AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill amends its annual budget as necessary throughout the fiscal year and has previously amended the current budget by Resolutions 2025-R-89; and

WHEREAS, the city has been awarded grant funding in the amount of \$94,500 from the Florida Department of Environmental Protection (FDEP) to implement the Holly Hill – Regional Drainage and Estuary Program, a project designed to address increased flood risks caused by storm surge and sea level rise affecting the LPGA Canal and surrounding areas; and

WHEREAS, the LPGA Canal conveys stormwater runoff from land west of U.S. Route 1 within the City of Holly Hill and is increasingly impacted by tidal rise and stormwater overflow, creating a need for targeted infrastructure planning and data collection to support future mitigation strategies; and

WHEREAS, this project includes preconstruction activities, contractor selection, project management, and construction services for the installation of up to five data collection devices to monitor stormwater discharge levels and tidal conditions; and

WHEREAS, THE City received a proposal from Zev Cohen & Associates to perform services for a total cost of \$62,500 as part of the overall project implementation; and

WHEREAS, the total project, number 25SW05, cost of \$126,000 will be funded by the \$94,500. FDEP Grant and \$31,500 in City matching funds; and

WHEREAS, the implementation of this project aligns with the City Commission's strategic goals of sustainable financial planning, enhanced stormwater and disaster preparedness systems, and strengthened regional collaboration through the use of innovative technology.

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

SECTION 1. The City Commission of the City of Holly Hill hereby accepts the FDEP grant in the amount of \$94,500 for the Holly Hill – Regional Drainage and Estuary Program

and authorizes the City Manager to execute the grant agreement, the proposal from Zev Cohen & Associates, Inc., and any other documents necessary to implement the project.

SECTION 2. The City Commission hereby amends the Fiscal Year 2025–2026 budget to reflect the receipt and allocation of the grant funds and matching funds, as itemized in Exhibit “A,” attached hereto and incorporated herein by reference.

SECTION 3. SEVERABILITY. If any section, subsection, or provision of this Resolution is found to be invalid, unlawful, or unconstitutional, such finding shall not affect the validity or enforceability of the remaining provisions.

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

APPROVED AND AUTHENTICATED on this 28th day of OCTOBER, 2025.

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

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

1. Project Title (Project): Agreement Number:

Holly Hill - Regional Drainage and Estuary Program **L0218**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Holly Hill** Entity Type: **Local Government**

Grantee Address: **1065 Ridgewood Avenue, Holly Hill, Florida 32117** FEID: **59-6000337**

(Grantee)

3. Agreement Begin Date: **July 01, 2025** Date of Expiration: **June 30, 2028**

4. Project Number: Project Location(s): **Lat/Long: (29.2431, -81.0477)**
(If different from Agreement Number)

Project Description: **The Grantee will complete preconstruction activities and install up to approximately 5 data collection devices along the LPGA Canal to measure tidal rise and stormwater discharge levels to identify future flood mitigation measures.**

5. Total Amount of Funding: \$ 94,500.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	\$ 94,500.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 94,500.00

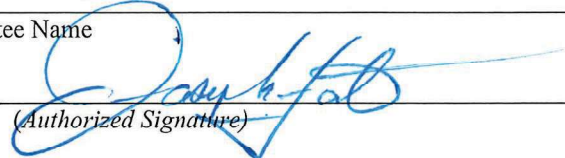
6. Department's Grant Manager Name: Charity Hudson or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-192 Email: Charity.Hudson@FloridaDEP.gov	Grantee's Grant Manager Name: Steven Juengst or successor Address: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, Florida 32117 Phone: 386-248-9463 Email: sjuengst@hollyhillfl.org
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

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

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

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

City of Holly Hill	GRANTEE
Grantee Name	
By  (Authorized Signature)	9.17.2025 Date Signed
Joseph A. Forte, City Manager	
Print Name and Title of Person Signing	

State of Florida Department of Environmental Protection	DEPARTMENT
By  Digitally signed by Angela Knecht Date: 2025.09.18 09:56:37 -04'00'	
Secretary or Designee	Date Signed
Angela Knecht, Director, Division of Water Restoration Assistance	
Print Name and Title of Person Signing	

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Charity Hudson Digitally signed by Charity Hudson
Date: 2025.09.18 08:37:28 -04'00'

Charity Hudson, DEP Grant Manager

David M. Taylor Digitally signed by David M. Taylor
Date: 2025.09.18 09:25:59 -04'00'

David M. Taylor, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

Attachment 1

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

Attachment 1

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

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of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

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

19. Limitation of Liability.

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

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

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

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

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

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

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

25. Investing in America

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

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.

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

26. Scrutinized Companies.

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

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

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

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

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

Attachment 1

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0218**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is Holly Hill - Regional Drainage and Estuary Program. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

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

b. **Commercial Automobile Insurance.**

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

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

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

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

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

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

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Holly Hill - Regional Drainage and Estuary Program.

PROJECT LOCATION: The Project will be located in the City of Holly Hill within Volusia County; Lat/Long (29.2431, -81.0477).

PROJECT BACKGROUND: The Halifax Intracoastal Waterway connects to the Atlantic Ocean approximately 12 miles southeast of the City of Holly Hill, and storm surges can cause the Halifax River to rise, sending water up the Ladies Professional Golf Association (LPGA) Canal. In addition, sea level rise has a corresponding effect on the Halifax Intracoastal Waterway and ultimately the LPGA Canal. The LPGA Canal conveys stormwater for all land west of US Route 1 in the City of Holly Hill (Grantee). The goal of this project is to collect and share data to support a local and regional solution to the tidal and storm related flooding. Strategically placed data collectors will measure tidal rise and stormwater discharge levels associated with storm events along the regional LPGA drainage canal system to inform flood mitigation.

PROJECT DESCRIPTION: The Grantee will complete preconstruction activities and install up to approximately 5 data collection devices along the LPGA Canal to measure tidal rise and stormwater discharge levels to identify future flood mitigation measures.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the Holly Hill - Regional Drainage and Estuary Program and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the project.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management related to Holly Hill - Regional Drainage and Estuary Program, to include field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct the Holly Hill - Regional Drainage and Estuary Program in accordance with the final design.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$30,000	07/01/2025	12/31/2027
2	Bidding and Contractor Selection	Contractual Services	\$2,500	07/01/2025	12/31/2027
3	Project Management	Contractual Services	\$20,000	07/01/2025	12/31/2027
4	Construction	Contractual Services	\$42,000	07/01/2025	12/31/2027
Total:			\$94,500		

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

Attachment 4

1. Public Records.

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	\$94,500	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$94,500	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

VIA EMAIL
(fgriffith@hollyhill.org)

October 17, 2025

Mr. Fred Griffith
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Hereinafter referred to as Client.

RE: Holly Hill Water Monitoring
ZC 25185 F

Dear Mr. Griffith:

Thank you for requesting a Contract/Agreement from Zev Cohen & Associates, Inc., (ZCA also referred to as Consultant) for civil site engineering and environmental services for the above referenced project. We look forward to working with you and your company in development of the site. In reviewing this Contract, we hope that you will also consider the following items:

- **Staff Size:** We have a full-time staff including engineers, landscape architects, planners, environmental scientists, GIS analysts, and CADD technicians available to work on your project. Please visit us at www.zevcohen.com.
- **Reliability:** We have been in business for over 48 years and will still be in business to finish your project. ZCA maintains a corporate office in Ormond Beach to facilitate and expedite the project coordination with you and the local permitting agencies.

Based on our credentials, ZCA is pleased to provide you with this Contract for professional services concerning the design and permitting of your development in Holly Hill, Florida.

For the purposes of this Contract/Agreement for Services, we are assuming the design of this development will not be phased and that we will be able to design the entire site (i.e. utilities, stormwater, pavement, landscaping, irrigation, etc.) with single applications to the respective reviewing agencies.

Project Summary

Zev Cohen & Associates (ZCA) will provide professional services for the LPGA Blvd. Canal Monitoring Project, which includes the design and implementation planning for future water level monitoring at five existing drainage structures in Holly Hill, Florida. ZCA will lead project coordination and manage subconsultants responsible for site-specific topographic surveying and the design of monitoring system components, including mounting details, power systems, and cellular communication requirements. The scope of work includes preparation of construction-ready design documents, coordination and submittal of applicable permits, preparation of a bid package for contractor solicitation, and limited construction observation services to verify installation is consistent with the approved design. This proposal includes design, permitting, and construction coordination services only. The physical installation of equipment and long-term monitoring operations will be performed by others.

Scope of Services

I. Civil Engineering

A. Preliminary Engineering

ZCA shall work with our Surveyor, and Sub-Consultants to obtain information necessary to prepare a Preliminary Engineering Plan (PEP). The PEP will be based upon input (i.e. height, preferences, location, etc.) provided by the Client. This plan will be used as a discussion draft with City Staff in order to confirm the desired scope of work.

B. Final Engineering and Permitting

ZCA shall prepare Construction Plans for Civil site improvements in accordance with the City of Holly Hill Land Development Code. Construction Plans shall be based upon the PEP.

The following permit applications shall be prepared for the Client's signature and submitted to the regulatory agencies:

1. Holly Hill Site Plan Permit
2. St. Johns River Water Management District (SJRWMD) Environmental Resource Permit. We assume that there will be no wetland impacts on the site.
3. County Use Permit

For purposes of this Contract, we assume that there will be no wetland impacts for this project. This final determination will be made upon receipt of the Jurisdictional Wetland Survey.

II. Sub-Consultants

A. Survey

Sliger & Associates will perform a Specific Purpose Survey at five drainage structures along the LPGA Canal in Holly Hill, Florida. Services will include:

- Surveys to be performed in NAVD 88 Vertical Datum and NAD 83 Florida East Horizontal Datum, compliant with Chapter 5J-17, Florida Administrative Code.
- Establish vertical and horizontal control from existing reference monuments.

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- Set one benchmark per site.
- Collect top of structure elevations, culvert/pipe openings, invert elevations, and structure limits.
- Provide canal cross-sections extending 25 feet on each side of the structure.
- Locate up to two SHWL (Seasonal High Water Level) markers per site.

Survey Exclusions and Assumptions:

Exclusions:

- No boundary surveys, easement delineation, or legal descriptions are included.
- No wetland delineation or environmental features will be located or flagged.
- No construction staking, layout, or as-built surveys are included.
- No underground utility locations unless visible above ground.
- No permitting or coordination with regulatory agencies.

Assumptions:

- Site access will be provided and available without delay.
- No special traffic control or maintenance of traffic is required.
- Survey will be based on visible and accessible site features; no clearing or grubbing is included.
- SHWL markers to be provided or visible at time of survey.
- Any additional work not specified will be billed at standard hourly rates upon approval.

B. Water Level Monitoring

Campbell Scientific will provide engineering support and technical design services related to the installation of water level monitoring equipment at five drainage structures. Their responsibilities include:

- **Monitoring Equipment Design:**
 - Recommend appropriate water level sensors and telemetry systems.
 - Prepare specifications and layouts for equipment installation at each structure.
- **Mounting Requirements:**
 - Design mounting configuration for each monitoring unit considering site conditions.
 - Provide structural or anchoring details if applicable.
- **Cellular Communication Design:**
 - Specify the cellular modem, antenna placement, and connectivity requirements.
 - Confirm signal strength and data transmission feasibility based on site review or desktop analysis.
- **Component Design:**
 - Prepare a bill of materials (BOM) for all required components.
 - Coordinate with vendors or manufacturers as needed for compatibility and availability.

- Electrical Design:
 - Design the power system for each unit, including battery backup and/or solar power if applicable.
 - Provide electrical schematics and connection details.

Water Monitoring Exclusions and Assumptions:

Exclusions:

- Installation of monitoring equipment is not included in this scope.
- Coordination with utility providers is not included.
- Ongoing system calibration, maintenance, or data monitoring services are excluded.
- No solar performance modeling or shadow studies.

Assumptions:

- Mounting structures will be affixed to existing infrastructure or standard poles without the need for custom structural design.
- Standard off-the-shelf telemetry and sensor systems will be utilized unless otherwise requested.
- Electrical service is not required at the monitoring sites (assumes battery/solar design).
- Site access will be provided by Holly Hill for design verification if necessary including easements on the bridge and installation locations and necessary access/construction.

III. Environmental

A. Seasonal High Water Levels

ZCA will coordinate with the project engineers to establish Seasonal High-Water Levels (SHWL)/Tail water elevations for stormwater design. ZCA will inspect these SHWL with the SJRWMD and will coordinate with the project surveyor to collect the vertical elevations.

IV. Meetings

ZCA shall attend in-person and virtual meetings (i.e., government, Client, Project Consultants, public hearings, etc.) requested by the Client. We have assumed a budget of thirty (30) hours for this service.

V. Bidding and Construction Administration Services

ZCA shall provide Construction Administration Services for the purpose of observing the progress of the project, observing that work generally aligns with design specifications and addressing technical issues. ZCA site visits are not intended to supervise the work or assume control of the project site, as these responsibilities will be that of the contractor and/or construction manager. ZCA will not be responsible for job site safety or the contractor's means and methods of work.

A. *Bidding Services*

ZCA shall provide the following bid services:

1. Prepare one (1) set of technical bid documents for Civil site and landscape architectural improvements for the Client's submittal to contractors
2. Attend one (1) Pre-bid meeting
3. Respond to up to two (2) RFI's and prepare addendums
4. Review bids and make recommendation to the Client
5. Attend one (1) Bid Opening

B. *Construction Administration Services*

ZCA shall provide the following construction administration services for civil site improvements (assume two (2) months for construction):

1. Engineering
 - a. Coordinate and attend a pre-construction meeting with the City of Holly Hill.
 - b. Review Contractor's pay applications once per month for ZCA design documents.
 - c. Review Contractor's shop drawings for ZCA design documents, maximum of one (1) review.
 - d. Respond to Contractor's request for additional information, clarification or interpretations of the Construction Documents, maximum two (2) RFIs.
 - e. Review of "As-built" survey documents.
 - f. Provide Engineering Certifications to the appropriate agencies based upon As-built Surveys prepared and certified by the Contractor's or Client's Registered Land Surveyor which will be in accordance with the regulatory agency and ZCA's requirements. The As-built survey shall be provided in both hard copy and electronic format. The As-built survey shall be prepared on ZCA's approved base plans with changes and location of design information shown.

C. *Construction Engineering Observation*

Daily observation services of civil site work for the duration of the project (including mileage and travel) to verify whether work is being performed in general conformance with permit conditions, plans, and specifications.

- a. ZCA will be available an average of approximately Four (4) hours of time each day for the duration of the project (assume 2 months)
- b. Daily reports to be produced of observations to track all civil site work being performed and a general note of current activities
- c. Regularly scheduled construction meetings
- d. Review of Contractor RFIs
- e. Review of "As-built" survey documents

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Fee Schedule

ZCA shall provide the above described professional services for the proposed following fees:

	<u>TASK</u>	<u>FEE</u>
I.	Civil Engineering	
A.	Preliminary Engineering	\$2,500.00
B.	Final Engineering and Permitting	\$15,000.00
II.	Sub-Consultants	
A.	Survey	\$12,000.00
B.	Water Level Monitoring	\$3,000.00
III.	Environmental	
A.	Season High Water Levels	\$2,500.00
IV.	Meetings	\$5,000.00
V.	Bidding and Construction Administration Services	
A.	Bidding Services	\$2,500.00
B.	Construction Administration Services	\$5,000.00
C.	Construction Engineering Observation	\$15,000.00
TOTAL FIXED FEE		\$62,500.00

**All permit application and resubmittal fees shall be paid by the Client prior to submittal.
 Reimbursable expenses are in addition to the above referenced fees.**

Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee. Consultant's services shall be limited to those expressly set forth above, and Consultant shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

1. Rezoning, comprehensive plan amendment, variances, special exceptions, etc.
2. Traffic Impact Studies and Maintenance of Traffic Plans (with exception of referencing FDOT Indexes)
3. Earthwork or Construction Cost Estimating
4. Signage Design and Permitting
5. 100-Year Flood Plain Compensating Storage or Drainage Basin Studies
6. FEMA Map Revisions or Amendments
7. Off-Site roadway, utility or stormwater improvements beyond project connection at the property
8. Species-specific field survey
9. Permit applications for impacts to protected species
10. Arbor Services, including tree survey
11. Mitigation planning and coordination, including quantitative impact and mitigation assessments
12. GPS Services

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13. Biological Services (wetland and wildlife evaluation, input and response to reviewing agencies, environmental questions)
14. NPDES permitting, inspections, and reporting
15. Site lighting or structural design
16. Construction Specification Manual/City “front-end” bid documents
17. FAA Air Studies or Formal FAA Approval
18. Coordination of franchise utilities beyond providing plans to the private utilities
19. LEED, Green Globes, or other similar environmental program Design Services, Coordination, or Commissioning

Client Responsibilities

The Client shall be responsible for providing the following services or information for ZCA’s use:

1. Written authorization to access land from current landowner
2. Cultural Resource Assessment Survey
3. Structural Engineering (retaining wall design, bollard design, foundation design, concrete slab design, etc., if applicable)
4. NPDES notification, inspections, and reporting

The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with additional compensation. Similarly, in the event that modifications to the Documents or Plans are required by the Client or Client Representative, the modifications shall be considered additional service, and additional compensation shall be required.

Please note that the proposed fee is valid for a period of up to ninety (90) days from the date of the proposal. After this period, the proposed fees are subject to review and adjustment.

Please refer to the attached Standard Conditions, which is incorporated by reference into this Contract for Services. This Contract for Services, and the attached Standard Conditions form, contain all the terms of the agreement.

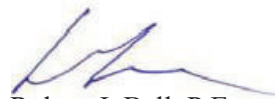
If this Contract/Agreement for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed contract will be considered our notice to commence work.**

Please be advised that our firm has provided consulting services for our Clients for over 48 years. Thus, we may have similar projects currently under design. If you have any questions in that regard, please let us know.

Client Initials _____

Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



Robert J. Ball, P.E.
President

I, as Signatory, warrant and represent that I am authorized on behalf of **The City of Holly Hill**, to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the fees resulting therefrom.

Accepted on: _____
Date

Accepted by: _____
Signature

Print Name

Print/Type Company Name

RJB/ns

25185c01 F

cc: M. Dwight DuRant, P.E.
Samuel C. Hamilton, Jr., P.E.
Randy M. Hudak, P.E.
Haluk Kilic, P.E.
Kristopher Rowley, P.E.
Mark P. Karet, AICP
William D. Lites
Viviana Vargas
Haley Calkins
File

Client Initials _____

Please help us create our files correctly by providing the following information:

1. Property Owner Name: _____

Property Owner Address: _____

Note: If Client is not the Record Owner of the subject property, ZCA must be provided with written verification of Owner's acknowledgment that ZCA will be providing professional services related to the subject property and that Record Owner understands the financial obligations related thereto. Should ZCA not receive this written notice within 7 days of the signed contract date, ZCA reserves the right to notify the Record Owner.

2. Billing Address: _____

Phone # _____ Fax # _____

3. Billing should be sent to the attention of: _____

4. Date invoices must be received by Client to maintain Client's standard billing cycle, if applicable: Date: _____ Not Applicable: _____

5. Provide property legal description or Parcel ID number: _____

Legal description attached: [] (please check if applicable)

Client Initials _____

ZEV COHEN & ASSOCIATES, INC.
STANDARD CONDITIONS

The "Consultant" referred to below is Zev Cohen & Associates, Inc. unless otherwise specified in the Contract/Agreement for Services, the following Standard Conditions shall be incorporated as part of the Agreement for Services. In the event of any conflict, the Contract/Agreement for Services shall control:

1. Compensation for services not described in the Contract/Agreement for Services, and services required due to changes to completed plans, or changes to the work as initially requested by Client, shall be based on the following current Schedule of Hourly Rates:

Principal	\$250.00	Engineer I	\$120.00
Department Director	\$230.00	Landscape Architect I	\$120.00
Senior Professional Engineer	\$210.00	Planner I	\$115.00
Senior Registered Landscape Architect	\$200.00	Designer	\$105.00
Project Manager	\$200.00	CADD Manager	\$140.00
Senior Planner	\$180.00	Senior CADD Technician	\$125.00
Senior Biologist/Env. Scientist/GIS Analyst	\$190.00	CADD Technician	\$105.00
Professional Engineer	\$175.00	Construction Administration Manager	\$155.00
Registered Landscape Architect	\$170.00	Construction Administrator	\$125.00
Environmental Scientist III/GIS Specialist III	\$155.00	Construction Administration Technician	\$110.00
Engineer III	\$155.00	Certified Soil Scientist	\$180.00
Landscape Architect III	\$155.00	Certified Arborist	\$115.00
Planner III	\$150.00	Landscape Designer	\$100.00
Environmental Scientist II/GIS Specialist II	\$130.00	Engineering Technician	\$ 90.00
Engineer II	\$130.00	Biological Technician	\$ 80.00
Landscape Architect II	\$130.00	Technical Assistant	\$ 75.00
Planner II	\$125.00	Senior Clerical	\$ 70.00
Senior Designer	\$125.00	Clerical	\$ 60.00
Environmental Scientist I/GIS Specialist I	\$120.00		

- Consultant reserves the right to modify the hourly rates at the beginning of each calendar year. An employee's position and hourly rates are subject to change during the duration of the contract.
2. Reimbursable expenses, including without limitation, permit application fees, postage, express delivery, etc. which are advanced by Consultant shall be reimbursable at cost or, upon request of Consultant, paid directly by the Client. Blueprints shall be provided for a cost of \$1.50 per page and color plots at \$35.00 per page. These reimbursable expenses may include the use of a GPS unit and/or an ATV, if required. Both are billed out at \$100 per half-day or \$150 per day.
 3. Client shall be invoiced each month for reimbursable expenses and work performed during the preceding month. Client agrees to pay each invoice within thirty (30) days of its receipt. In the event, that an invoice is not paid in full within forty-five (45) days, Consultant reserves the right to stop all work, record a claim of lien as authorized by Florida's Construction Lien Law, and notify property owner if different from the Client. Client further agrees to pay interest on all amounts invoiced and not paid within said forty-five (45) day period at a rate of 10% per month from date of invoice. Client also agrees to pay Consultant's cost of collections, including court costs and reasonable attorney's fees. Failure to make payment within said forty-five (45) days shall release Consultant from all claims which Client may have, whether known or unknown at the time. Signer for Client personally guarantees all amounts due under this Agreement. Any retainer obtained will be applied to the final invoice. Client shall have forty-five (45) days from the date of an invoice to dispute any charge on it. Failure to raise any objection during this time period shall constitute a waiver of any and all objections to the charges made within the invoice. Full payment of all outstanding invoices, except outstanding invoices containing a disputed charge, shall be a condition precedent to making any claim against Consultant by Client.
 4. Compensation for services rendered more than one year from the date of the Contract/Agreement for Services shall be based on the then current Schedule of Hourly Rates.
 5. Design Professional's services and work product are intended for the sole use and benefit of Client and are not intended to create any third-party rights or benefits or any use by any other person or entity or for any other purpose.
 6. Consultant shall not be responsible for construction cost adjustments resulting from changes required by approval agencies and/or site conditions.

Client Initials _____

7. Consultant's determination of amounts owing to Contractor(s) for completed work shall be based on the Consultant's best knowledge, information and belief. Consultant shall not be liable for the techniques of construction nor the safety precautions selected by the Contractor.
8. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant as instruments of service shall remain the property of Consultant who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. Client may reuse or make any modification to these instruments of service, providing, however, Client agrees to indemnify, defend and hold Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any reuse or modification of the instruments of service by Client or any person or entity that acquires or obtains them from or through Client without the written authorization of Consultant. Furthermore, the Client shall sign the Consultant's Memorandum of Understanding prior to the transfer of documents. Under no circumstances shall transfer of the instruments of service on electronic media for use by Client be deemed a sale by Consultant and Consultant makes no warranties, either express or implied, of merchantability and fitness for any purpose.
9. The obligation to provide further services under this Agreement for Services may be terminated by either party upon seven (7) days' written notice.
10. In the event that all or any portion of the work prepared or partially prepared by Consultant is suspended, or terminated by Client, or by others, Client shall pay Consultant for all fees, charges and services for work performed to date of suspension or termination within thirty (30) days of such suspension or termination.
11. Consultant cannot guarantee the actions of government officials and agencies to grant desired approvals, and shall therefore not be liable for damages resulting from the actions or inactions of government agencies.
12. In providing opinions of probable construction costs, Client understands that Consultant has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided by Consultant are to be made on the basis of Consultant's qualifications and experience. Consultant makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.
13. Consultant will perform its services using that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. Consultant shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project. This guaranty is in lieu of all other warranties or representations, either expressed or implied.
14. Should Consultant, or any of its employees, be found to have been negligent in the performance of services, or they have breached any expressed or implied warranty, representation or contract, Client, all parties claiming through Client, and all parties claiming to have in any way relied upon Consultant's services or work, agree that the maximum aggregate amount of Consultant's liability, or of its officers, employees and agents, shall be limited to the total amount of the fee paid to Consultant for work performed under this Contract/Agreement. Client may, upon written request received by Consultant within five (5) days of this Contract/Agreement, increase Consultant's liability to \$2,000,000 by agreeing to pay Consultant an additional 5% of the total fee charged for Consultant's services. This charge is not to be considered a charge for insurance of any type, but is increased consideration for the greater liability involved.
15. Client agrees to defend, indemnify and hold harmless from and against all suits, claims and demands howsoever arising made against Consultant by third parties in connection with the Project to the extent of Client's negligence, error or omission, including reasonable costs and reasonable attorneys' fees before trial, at trial or on appeal. The indemnity provided by Client to Consultant in this Section 14 herein shall not apply to the extent any claim, loss, damage or liability arising from the willful misconduct or gross negligence of Consultant.
16. In the event any of the provisions of the Contract/Agreement shall be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. Anything contained in any other contract document notwithstanding, Consultant shall not be bound by any provision or agreement (a) requiring or providing for arbitration of disputes or controversies arising out of Consultant's work under this Contract/Agreement, (b) that waives Consultant's rights to a construction lien, or (c) conditioning Consultant's rights to payment upon payment by a third party.
18. In the event the Client has selected certain design consultants to subcontract to the Consultant or otherwise assigned them to the project team (collectively "Other Design Consultants") the Client represents that Other Design Consultants have appropriate qualifications for their designated scope of services and carry appropriate insurance for the Project. Consultant shall coordinate its services with Other Design Consultants but shall not be responsible for errors, omissions, or other wrongful acts of Other Design Consultants. Client shall indemnify, defend, and hold harmless the Consultant for any claims, damages, or losses arising from the performance of Other Design Consultants.

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19. The Consultant shall be provided the information needed from the Client or Other Design Consultants for rendering of its services. Client or Other Design Consultants shall provide such information to Consultant and Consultant shall be entitled to rely upon the accuracy and completeness of such information. Client recognizes that it is impossible for Consultant to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information. Accordingly, Client agrees to indemnify, defend, and hold Consultant and Consultant's subconsultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising from errors, omissions or in information provided by Client or Other Design Consultants to Consultant.
20. Consultant will assist Client in applying for site permits and approvals as shown in our Scope of Services. This assistance consists of completing and submitting forms, but does not include special studies, special research, special testing or special documentation or attendance at unanticipated meetings not normally required for this type of project. Should such additional services be required, they will be furnished by Consultant with compensation based on the above Schedule of Hourly Rates or an agreed upon fee.
21. Consultant may use the services of subconsultants when, in Consultant's opinion, it is appropriate and customary to do so. Such persons and entities include, without limitation, surveyors, specialized consultants and testing laboratories. Client shall reimburse Consultant for services and out-of-pocket expenses charged by subconsultants at the actual cost incurred by Consultant for the work of such subconsultants.
22. In the event Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by Consultant, Client recognizes that such changes and the results of such changes are not the responsibility of Consultant. Accordingly, Client agrees to release Consultant from any liability arising from the construction, use or result of such changes. In addition, Client agrees to indemnify and hold Consultant harmless from any damage, liability or costs (including reasonable attorneys' fees and costs of defense) arising from such changes, except those damages, liabilities and costs arising from the sole negligence or willful misconduct of Consultant.
23. Client and/or the Client's Contractor or Other Design Consultants shall promptly report to Consultant any deficiencies or suspected deficiencies in Consultant's work or services of which Client becomes aware, so that Consultant may take measures to minimize the consequences of such a deficiency. Failure by Client and/or the Client's Contractor or Other Design Consultants to notify Consultant shall relieve Consultant of the cost of remedying the deficiencies above the sum such remedy would have cost had notice been given to Consultant when Client first became aware of the deficiency.
24. No dispute between the parties over any matter in excess of five thousand dollars (\$5,000.00), exclusive of attorney's fees and costs, shall be litigated until the parties have met with a mediator certified by the Florida Supreme Court who will assist the parties in a voluntary resolution of the dispute. This condition shall be waived if Client fails to agree to a mediator within thirty (30) days from the date of mailing a request to mediate made by Consultant, sent by certified mail, return receipt requested, (or equivalent) to the last address of Client on file with Consultant. Any time period to commence litigation is hereby extended until thirty (30) days after certification by the mediator that the parties are at an impasse. If litigation is prematurely commenced, it shall be stayed until the meditation has taken place.
25. Any suit, claim or legal proceeding of any kind between Client and Consultant shall be brought in a court of competent jurisdiction in Volusia County, Florida, which is Consultant's principal place of business.
26. Consultant's Construction Administration Phase services shall not be modified or reduced except by written modification to this agreement signed by the Client and Consultant. If the Client terminates, modifies or reduces any portion of the Consultant's Construction Administration Phase services under this agreement, the Client shall indemnify, defend, and hold the Consultant and its sub-consultants harmless from and against damages, losses and judgments arising from claims by the Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities the Consultant did not provide or in which the Consultant did not participate.
27. Upon the written request or direction of Client, Consultant shall evaluate and advise Client with respect to the Client's proposed or requested changes in materials, products, or equipment for the Project. Consultant shall be entitled to rely on the accuracy and completeness of the information provided by the Client and others in conjunction with the requested substitution. Client acknowledges that such changes may result in a reduction in the quality and performance of the Project and accepts that risk in recognition of the objectives of the change. Accordingly, Consultant shall not be responsible for errors, omissions, or inconsistencies in information or representations by others or in any way resulting from incorporating such substitution into the Project.
28. Consultant's services shall be limited to those expressly set forth in this Agreement. Consultant shall have no other obligations or responsibilities for the Project except as agreed upon Agreement amendments. Amendments to the contract authorized by the Client by verbal, email, or other forms of communication shall be considered binding.

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29. Non-Solicitation Agreement - For a period of two years from the date of this Agreement, the Client and the Client's signatory on this Agreement (together, "Client"), agrees not to induce or attempt to persuade, directly or indirectly, any current or future employee of Consultant ("Employee") to terminate his or her employment with Consultant in order to enter into any relationship with the Client, or any firm, corporation, or other entity in which the Client is a participant in any capacity. Consultant will suffer financial harm if an Employee terminates his employment caused by breach of this Non-Solicitation Agreement. As actual damages necessary to compensate Consultant for such harm are uncertain and not readily ascertainable, the parties have agreed upon (liquidated) such damages as follows: An amount equal to the amount payable by Consultant to the Employee for the year following termination of employment. These liquidated damages are not intended by the parties as a penalty, but rather as an approximation of actual compensation due to Consultant as a result of the breach of this Non-Solicitation Agreement. The Client also acknowledges that the services rendered under this Agreement are of a unique, special, and extraordinary character that would be difficult or impossible for Consultant to replace, and by reason of such difficulty, the Client hereby agrees that for the breach or threatened breach of this Non-Solicitation Agreement, Consultant shall, in addition to any other rights and remedies available under this Agreement, at law or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction enjoining and restraining the Client from breaching this Non-Solicitation Agreement.
30. Nothing contained in this Agreement shall require the Consultant to exercise professional skill and judgment greater than that which can be reasonably expected from other Consultants performing similar services. No fiduciary agreement or relationship is intended or implied. The Consultant makes no warranties or guarantees, express or implied, regarding the adequacy of the Instruments of Service or the outcome of the Project, all of which are hereby expressly disclaimed, including without limitation, warranties of constructability, fitness for a particular use and merchantability. The Consultant shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged, or accepted as of the time during which the Consultant is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care. The Client shall establish a reasonable contingency line item in the construction budget to cover damages and costs resulting from errors and omissions. The Consultant shall not be liable therefore unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the standard care.

**PURSUANT TO THE FLORIDA STATUTES §558.0035,
ANY INDIVIDUAL EMPLOYEE OR AGENT OF ZCA MAY
NOT BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE.**

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2025-2026

Requesting Department

Finance

Date

10/28/2025

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
461-0000-334-3100		STATE GRANTS	94,500.00
Total			94,500.00
ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
461-8110-580-6300	25SW05	INFRASTRUCTURE	94,500.00
Total			94,500.00

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

Record acceptance of State appropriated Regional Drainage and Estuary Program grant and related expenditure.

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 -----

Finance Review

Finance Director Signature

Date

Resolution #