



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA

CITY COMMISSION MEETING

FEBRUARY 3, 2026

6:00 PM, Shores Community Center, 3000 Bellemead Drive

Daytona Beach Shores, FL 32118

Upon being recognized, a member of the public shall proceed to the podium and give his or her name and address and may, thereafter, speak for a maximum of three minutes on any matter relevant to a specific agenda item. During "Audience Comments," a member of the public may speak on any matter relevant to City business which is not on the agenda, for a maximum of three minutes in accordance with Section 2-1.1(d) and 2-2 of the City Code. In accordance with Section 2-2, during periods set aside for public discussion any person desiring to speak shall secure a form located at the agenda table, complete the form and present it to the City Clerk so the speaker can be recognized by the presiding officer. The use of profanity, obscene language, threats or any violent or abusive conduct by any person shall constitute a violation of this section. It shall be the duty of the Director of Public Safety, upon the order of the presiding officer at any such meeting, to forcibly, if necessary, evict any person violating the provisions of this section from the Commission Chambers. Any such violation shall subject the offender, upon conviction thereof, to a fine and/or imprisonment as prescribed by Section 1-8.

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
 - A. Proclamation for Teacher of the Year
 - B. R.J. Longstreet Student Art Awards
 - C. Proclamation for Encephalitis Awareness Day
- 6. APPROVAL OF MINUTES**

A. City Commission Minutes January 6, 2026

7. CONSENT AGENDA:

A. Public Safety December monthly report

B. Community Services Department Monthly Report - December 2025

C. Mutual Aid Agreement

D. Interlocal agreement for animal control services

E. Sole Source - Southern Coast K9 Incorporated

F. Withdrawal of Project 4673-143-R Emergency Operations Center Safe Room, contract #H1137

G. Approval Of Work Order 2026-01 For The Design & Construction Administration Services With Hall & Ogle Architects, Inc. For The Public Works Facility Building Expansion Project

H. City Sponsorship Policy

8. OLD BUSINESS:

9. NEW BUSINESS:

A. Celebration of the USA's 250th Birthday

B. Overview of Communication Channels, Survey Software Options and Board History

C. Petitions submitted by Resident

10. CITY ATTORNEY COMMENTS

11. CITY MANAGER COMMENTS

12. COMMISSION COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-7635364, CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

MINUTES
CITY COMMISSION MEETING
January 6, 2026
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

Staff: Interim City Manager Michael Fowler, City Clerk Cheri Schwab, City Attorney Becky Vose, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Recreation Director Nancy Maddox, and Acting Public Safety Director Mark Swanson.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Commission Minutes November 25, 2025

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the City Commission Minutes of November 25, 2025.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

B. City Commission Minutes December 2, 2025

COMMISSIONER MARK CARD moved, seconded by COMMISSIONER CHRIS CONOMOS to Approve the City Commission Minutes of December 2, 2025.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

7. CONSENT AGENDA:

A. Public Safety November monthly report

B. Community Services Department Monthly Report - November 2025

C. November 2025 Executive Financial Report

- D. Approval of Law Enforcement Immigration Grant Award
- E. Approval of Public Safety Complex HVAC Design/Engineering Independent Contractor's Agreement With Salas O'Brien Florida, Inc. (RFQ2025-10-01)
- F. Bank of America contract extension through 12/31/2026
- G. Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - Samsula Waste, Inc.
- H. Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - Creech Enterprises, Inc., dba Southeast Containers
- I. Renewal of Non-Exclusive Construction & Demolition Debris And Recyclables Removal Franchise - Fence Service Inc., dba AAA Dumpster Rentals

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to Approve the consent agenda.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

8. OLD BUSINESS:

9. NEW BUSINESS:

A. Consideration of City Manager's Contract

Finance Director Lory Irwin presented the contract that was negotiated through VM Politis and Attorney Becky Vose. The total compensation package is \$8,200 less than the previous City Manager's.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the City Manager Contract for Michael Fowler as presented.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

B. Consideration of Guy Desai as Regular Member of Planning and Zoning Board

Community Services Director Stewart Cruz provided a brief background on Mr. Desai's board membership. With the recent adoption of Ord. 2025-18, appointees who are non-residents would need a 4-5th vote to waive the residency requirement. The appointee must own real property within the city limits and Mr. Desai owns two. It also must be found that it is in the best interest of the city to appoint the applicant. Mr. Cruz noted that Mr. Desai was first appointed in 2022 to the board after being interviewed by the City Commission. Mayor Miller provided a brief statement in support of Mr. Desai's appointment.

Audience member, Harry Jennings spoke to protest the appointment due to the fact that Mr. Desai

was a non-citizen of the city. He felt that citizens knew what the city needed and was taking the place of true residents.

COMMISSIONER CHRIS CONOMOS moved, seconded by VICE MAYOR MICHAEL POLITIS to reaffirm Mr. Desai's Regular Membership on the Planning and Zoning Board based on the following findings: it is in the best interest of the City of Daytona Beach Shores to waive the residency requirement and Mr. Desai is a real property owner located in the city limits of the City of Daytona Beach Shores.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

C. Consideration to Appoint Chris Pollard as regular member to the Planning & Zoning Board

Community Services Director Stewart Cruz provided a brief background on Mr. Pollard's board membership. With the recent adoption of Ord. 2025-18, appointees who are non-residents would need a 4-5th vote to waive the residency requirement. The appointee must own real property within the city limits and Mr. Pollard satisfies this. It also must be found that it is in the best interest of the city to appoint the applicant. Mr. Cruz noted that Mr. Pollard was first appointed in 2023 to the board after being interviewed by the City Commission. VM Politis explained that the code was recently amended for this reason, to allow real property owners to be board members.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL POLITIS to reaffirm Mr. Pollard's Regular Membership on the Planning and Zoning Board based on the following findings: it is in the best interest of the City of Daytona Beach Shores to waive the residency requirement and Mr. Pollard is a real property owner located in the city limits of the City of Daytona Beach Shores.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

Yes: Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

Mayor Miller abstained from the vote due to Mr. Pollard's contribution to her County Council Campaign Fund.

D. Petitions submitted by Citizen

Mayor Miller announced the agenda item. She inquired if the petitioner, Lonnie Groot, was present. He was not in the audience to speak, and the commission did not wish to hold a discussion on the item.

E. Discussion of 2026 Meeting Dates

The City Manager presented the upcoming meeting dates for 2026. He noted that two months would need to be changed. In September, two meetings will need to be held for the TRIM process and budget. At this time, the dates can not be chosen as coordination with other governmental agencies needs to occur. The meeting in November is also Election Day. It was decided to meet the following Tuesday, November 10th, instead.

10. CITY ATTORNEY COMMENTS

Attorney Becky Vose officially introduced Attorney Taylor Simonds to the commission. Ms. Simonds will be attending future meetings for the firm.

11. CITY MANAGER COMMENTS

City Manager Fowler had the following announcements: HR Manager Susan Martin attained a certification from SHRM, Permit Clerk Coralys Rodriguez attained a certification from the Intl. Code Council, Josh Hemmerlein acquired both the electrical inspector and electrical plans examiner certifications, Mayor Miller was complimented for mentoring a newly elected official, and PSO Anthony McCully retired at the end of last year.

12. COMMISSION COMMENTS:

Comm. Card stated that he had visited a few new businesses recently with CIC Madie McAllister. Mayor Miller explained that this would be her last year in office. She recognized the former city attorney who provided guidance and introduced her to the Florida League of Cities and its many available programs. The Mayor would like to hold an appreciation dinner for the Planning & Zoning Board. She received consensus approval from the commission. Upcoming events were announced that included - Coffee with Mayor, Better Life Expo, the art festival and food trucks.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

Emma Clark from the PO/SD Chamber of Commerce provided information on upcoming events. She introduced Stacy Conomos as the new Operations Manager. Goth Stepium, who lives at 129 Esmeralda, was concerned about living near the vacant hotel at 3221 S. Atlantic Avenue. He stated there was a large feral cat problem and vagrants frequented the property. He has spoken with Code Enforcement, but the problem keeps recurring. He and his wife felt unsafe and hoped the city could try to provide additional protection. Sandy Cook inquired when the Economic Development RFP would be on the agenda for approval. The City Manager responded that the study could be done without the RFP process, which would move faster. He thought work could begin in the next few months.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

Vice Mayor Politis would like a discussion or survey on citizen involvement.

15. ADJOURNMENT:

The meeting ended at 7:09 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL FOWLER**

ATTEST:

CITY CLERK, CHERI SCHWAB

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Miller, Nancy J</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Daytona Beach Shores</i>
MAILING ADDRESS <i>2990 S. Atlanta</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY COUNTY <i>Daytona Beach Shores</i> <i>Volusia</i>	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED <i>1-6-2026</i>	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Nancy J Miller, hereby disclose that on Jan 6,, 2026 :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

A vote came before Commission to approve a board member to our Planning & Zoning Board. The business owner in question contributed to my campaign.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Jan 7, 2026
Date Filed

Nancy J Miller
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



REQUEST TO BE HEARD BY CITY COMMISSION

WRITTEN PUBLIC COMMENT IN RELIANCE UPON SECTION 286.0114, *FLORIDA STATUTES*, WHICH PROVIDES THAT "MEMBERS OF THE PUBLIC SHALL BE GIVEN A REASONABLE OPPORTUNITY TO BE HEARD ON A PROPOSITION BEFORE A BOARD OR COMMISSION." THIS DOCUMENT IS THE PUBLIC MEMBER'S MEANS OF BEING HEARD.

Request comments to be read by the Mayor into the public record.

DATE: January 6, 2026

ITEM # YOU WISH TO ADDRESS: 6. Approval Of Minutes.

PLEASE PRINT

NAME: Lonnie N. Groot

ADDRESS: 3047 South Atlantic Avenue, # 1103, Daytona Beach Shores, Florida 32118

COMMENTS: Without recognizing the legitimacy of the special meeting referenced in item 6.A., as to item 6.B., the excused absence of Commissioner Dembinsky, who is not recognized as validly serving, expresses no basis for excusing the absence (one of many by Commissioner Dembinsky).

Note: Minutes of the City Council meetings are not transcribed verbatim. If you require a verbatim transcript, you must make arrangements for a court reporter or some other method of recording/transcribing.



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Request comments to be read by the Mayor into the public record.

DATE: January 6, 2026

ITEM # YOU WISH TO ADDRESS: 9. A. Consideration of City Manager's Contract.

PLEASE PRINT

NAME: Lonnie N. Groot

ADDRESS: 3047 South Atlantic Avenue, # 1103, Daytona Beach Shores, Florida 32118

COMMENTS: The population of Port Orange is said to be 66,556 in 2025. Port Orange is currently growing at a rate of 0.44% annually and its population has increased by 6.09% since the most recent census, which recorded a population of 62,734 in 2020. The land area of Port Orange is reported to be 26.831 square miles. The population of Daytona Beach Shores is 5,223. Daytona Beach Shores is currently growing at a rate of 0.17% annually and its population has increased by 2.01% since the most recent census, which recorded a population of 5,120 in 2020 with a land area of only 0.824 square miles. The Port Orange City Council recently discussed comparative salaries in Volusia County and differing city responsibilities (utilities, population and full-service municipal operations). After discussion, the council voted 5–0 to increase the city manager's base salary from \$195,000 to \$220,000. The proposed Daytona Beach Shores pay proposal is more favorable in other respects aside from salary (such as a \$1,000.00 a month car allowance). Also, please see the recent Brevard County city manager pay study which shows that the Daytona Beach Shores proposal is outside the norm for cities with even far greater populations than Daytona Beach Shores. The fact that some cities overpay their city managers and that the Daytona Beach Shores City Manager has been overpaid in the past does not warrant the proposed pay rate. Further, the Daytona Beach Shores *City Code* provides that the City Manager is also to serve as City Clerk and, currently, if

COLIN BAENZIGER ASSOCIATES - FLORIDA 2024 CITY MANAGER SALARY SURVEY

City Name	County	Population	# of Full-Time Employees	# of Part-Time Employees	General Fund Budget	Total Budget	Name of City Manager / Administrator	Date of Hire 06/2020 as Mgr Original Hire: 2/4/2002	Years of Service as a mgr	Annual Salary	Amount of Exp Allowance	Car Allowance per month	Housing Allowance
Cape Canaveral	Brevard County	10,045	56	6	\$21,191,371	\$36,141,980	Todd Mesley		3	\$152,776.00	N/A	\$500.00	N/A
Cocoa	Brevard County	20,051					Stockton Whitten	1/18/2024	>1	\$196,000.00	N/A	\$600	N/A
Cocoa Beach	Brevard County	11,389					Wayne Carragipio	8/30/2018	5	\$121,000.00	\$50/mo phone	\$400	N/A
Grant-Valkaria	Brevard County	5,033		2	\$3,136,424	\$5,742,546	Jason Mahoney	7/1/2018	5	\$133,245.29	N/A	\$250.00	N/A
Indian Harbour Beach	Brevard County	9,019	52	13	\$11,079,274	\$13,295,876	John W. Coffey	5/16/2022	40+	\$145,950.00	\$2,500 for a laptop and provided cellular telephone or provided a monthly allowance of \$125.00 for reimbursement for use of his personal cellular telephone.	\$500.00	N/A
Malabar	Brevard County	3,159					Lisa Morell	11/6/2023	>1	\$105,000.00	Professional dues and subscriptions	Vehicle Provided	0
Melbourne	Brevard County	87,307					Jenni Lamb	City Manager: 05/25/2023, Original Hire: 2000	>1	\$230,000.00	N/A	\$500	N/A
Melbourne Beach	Brevard County	3,274	24	1	\$3,930,998	\$4,582,113	Elkebeth Mascaro	9/14/2014	3	\$119,101.60	\$0.00	\$200.00	0
Palm Bay	Brevard County	141,798					Suzanne Sherman	1/7/2021	3	\$229,307.00	Professional development, dues and subscriptions	Same as Group 1 employees	N/A
Roodee	Brevard County	28,790	255	10	\$28,623,543	\$68,996,399	Brenda Fittow	12/1/2016	7	\$217,618.55	\$100 for cell phone, professional dues, professional development	\$500.00	N/A
Sancliffe Beach	Brevard County	11,311					Courtesy Backer	4/15/2013	10	\$146,610.84	N/A	\$350.00	N/A
Titusville	Brevard County	50,091					Scott Laree	9/1/2014	9	\$220,604.80	N/A	\$525.00 per month	N/A
West Melbourne	Brevard County	30,725	144	4	\$19,391,310	\$56,483,835	Timothy L. Rhode	9/1/2022	1	\$177,248.03		Vehicle provided	None



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Request comments to be read by the Mayor into the public record.

FROM THE PUBLIC.

DATE: January 6, 2026

ITEM # YOU WISH TO ADDRESS: 9.B. (Appointment of Guy Desai as member to the Planning & Zoning Board.

PLEASE PRINT

NAME: Lonnie N. Groot

ADDRESS: 3047 South Atlantic Avenue, # 1103, Daytona Beach Shores, Florida 32118

Mr. Desai is not a resident of the City. The agenda item does not state who else has applied for the position. The agenda item does not say why it was determined by City staff that the appointment would be in the best interests of the City to make the appointment although Mr. Desai is a non-resident of the City. All of those discussions would be normal in a normal city or county government. Also, since there are other applicants, why would City staff have the authority to select one to present to the City Commission? This is a City Commission decision to **SELECT** an applicant **OVER** the other applicants for valid reasons. If the City Commission asserts that it is in the best interests of the City to appoint a **NON-RESIDENT OVER A RESIDENT OF THE CITY**, then it must state why. Also, this is not a reaffirmation of the appointment of Mr. Desai as the original action said to be an appointment was actually an invalid action by the City Commission. Further, the City has not shown any normative activity, as occurs in other cities and county governments, to recruit members to this lone surviving board of the City.

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FROM THE PUBLIC.

DATE: January 6, 2026

ITEM # YOU WISH TO ADDRESS: 9.C. (Appointment of Chris Pollard as member to the Planning & Zoning Board.

PLEASE PRINT

NAME: Lonnie N. Groot

ADDRESS: 3047 South Atlantic Avenue, # 1103, Daytona Beach Shores, Florida 32118

Mr. Pollard is not a resident of the City. The agenda item does not state who else has applied for the position. The agenda item does not say why it was determined by City staff that the appointment would be in the best interests of the City to make the appointment although Mr. Pollard is a non-resident of the City. All of those discussions would be normal in a normal city or county government. Also, since there are other applicants, why would City staff have the authority to select one to present to the City Commission? This is a City Commission decision to **SELECT** an applicant **OVER** the other applicants for valid reasons. If the City Commission asserts that it is in the best interests of the City to appoint a **NON-RESIDENT OVER A RESIDENT OF THE CITY**, then it must state why. Also, this is not a reaffirmation of the appointment of Mr. Pollard as the original action said to be an appointment was actually an invalid action by the City Commission. Further, the City has not shown any normative activity, as occurs in other cities and county governments, to recruit members to this lone surviving board of the City.

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**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 3, 2026 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: Public Safety December monthly report

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. PS December monthly report



CITY OF DAYTONA BEACH SHORES

DEPARTMENT OF PUBLIC SAFETY

3050 South Atlantic Avenue

Daytona Beach Shores, Florida 32118

Office of Director of Public Safety

Office 386-763-5333 Fax 386-763-5341

MONTHLY REPORT FOR DECEMBER 2025

	Dec-25	25/YTD	Dec-24	24/YTD
<i>Police Related Calls</i>	1,819	27,545	2,668	23,303
<i>Fire Related Calls</i>	49	967	48	810
<i>Rescue Related Calls</i>	68	758	60	1,079
<i>Fire Related Alarms Sounding</i>	14	254	15	278
<i>Traffic Citations</i>	141	2,383	164	2,102
<i>Written Warnings</i>	65	958	65	1,340
<i>Building Inspections</i>	44	746	37	577
<i>Arrests: Adults</i>	25	361	25	304
<i>Juveniles</i>	0	6	0	4
<i>City Ordinance Charges</i>	1	7	0	5
<i>Florida State Statute Charges</i>	27	422	32	357
<i>Accidents: Total</i>	14	210	13	142
<i>Street/Highway</i>	8	86	5	70
<i>Parking Lot</i>	6	114	8	72

Mark Swanson, Interim Public Safety Director

OK WS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

DECEMBER 2025 STATISTICS

FIRE CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
STRUCTURE FIRES	0	0	0
HAZARDOUS CONDITIONS	1	27	0
VEHICLE FIRES	0	1	0
BOAT FIRES	0	0	0
OTHER FIRES NOT LISTED	5	14	0
VEHICLE CRASHES W/ENGINE RESPONSE	2	12	0
SERVICE CALLS	41	652	0
FIRE ALARMS	14	206	278
CANCELLED EN ROUTE	19	143	0
TOTALS	82	1055	278

INSPECTIONS	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR	
	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP	INITIAL	FOLLOW-UP
HIGH RISE	9	0	52	64	0	0
HOTEL/MOTEL	4	1	34	31	0	0
ASSEMBLY	0	0	7	2	0	0
MERCANTILE	1	0	21	20	0	0
RESTAURANT	0	0	12	11	0	0
BUSINESS	2	0	84	35	0	0
OTHER	20	3	156	8	0	0
CONSTRUCTION	0	0	0	0	0	0
OCCUPATIONAL LICENSES	0	0	0	0	0	0
APARTMENTS/CONDO	2	2	43	36	0	0
TOTALS	38	6	409	207	0	0

PLANS EXAMINATION HOURS: 3 HRS

DAYTONA BEACH SHORES DEPARTMENT OF PUBLIC SAFETY

DECEMBER 2025 STATISTICS

EMS CALLS	CURRENT MONTH	YEAR TO DATE	PRIOR YEAR
ALS CALLS	37	274	0
BLS CALLS	12	416	0
TOTALS	49	690	0



Daytona Beach Shores Department of Public Safety
Office of Director
3050 S. Atlantic Ave.
Daytona Beach Shores, FL 32118
Office 386-763-5333

TRAINING SEMINARS ATTENDED

Month of December 2025

<i>Anthony Compierchio</i>	<i>12/1-12/13</i>	<i>Drug Recognition Expert IPTM- Jacksonville</i>
<i>Trevor Raylean</i>	<i>12/1-3</i>	<i>Detecting Deception Eastern State College</i>
<i>Jacob Smith</i>	<i>12/4</i>	<i>Drug Interdiction Techniques Lake Mary</i>
<i>Zach Ignoffo</i>	<i>12/9-11</i>	<i>CPTED for houses of workshop Orlando</i>
<i>Peyton Carmin Anthony Compierchio</i>	<i>12/15-18</i>	<i>Firearms Instructor Seminole State College</i>
<i>Bill Phillips</i>	<i>12/8-12</i>	<i>CCO & CCPA Inseyets Orlando</i>



Daytona Beach Shores Department of Public Safety
Office of Director
3050 S. Atlantic Ave.
Daytona Beach Shores, FL 32118
Office 386-763-5333

MONTHLY REPORT FOR DECEMBER 2025

Vehicle Maintenance Division: 2 Positions Assigned: Conducted routine, scheduled maintenance checks and repairs on all city vehicles (includes oil changes and tire exchanges). Additional items were:

Install jump box	veh #211
Install jump box	veh #212
Replace wiper blades	veh #176
Replace drive belt	veh #176
Replace wiper blades	veh #179
Replace drive belt	veh #179
Replace bulbs	veh #214
Replace valve stem	veh # 55
Replace wiper blades	veh #191
Replace battery	veh #184



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 3, 2026 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Community Services Department Monthly Report - December 2025

SYNOPSIS:

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT:

1. CSD Planning & Building Divisions Monthly Report - December 2025
2. CSD Public Works & Sewer Divisions Monthly Report - December 2025

City of Daytona Beach Shores Planning & Building Division Statistics Monthly Report – December, 2025

Planning Division

Site Plans - Submittals and Approvals:

- Submitted this Month: 0
- Submitted this Fiscal Year: 1
- Approved by Staff this Month: 1
- Approved by Staff this Fiscal Year: 1
- Approved by City Commission this Month: 0
- Approved by City Commission this Fiscal Year: 0
- Amendments Approved by Staff this Fiscal Year: 3

Building Division

Specific Large Projects (Over \$10,000) - Submitted This Month:

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Dennaoui Residence	3047 South Atlantic Avenue, Unit 902	12/1	Replace kitchen cabinets, tops and bathroom vanities	\$36,896.00	\$376.32
Williams Residence	2937 South Atlantic Avenue, Unit 509	12/1	Replace 4 sliding glass doors	\$37,163.00	\$378.85
Dennaoui Residence	3047 South Atlantic Avenue, Unit 902	12/1	Kitchen and bathroom remodel, new vanities, toilets	\$13,896.00	\$108.38
Lundberg Residence	4 Oceans West Boulevard, Unit 106D	12/2	Reinstall bathroom wall tile where needed	\$13,000.00	\$152.50
Sun Viking Lodge	2411 South Atlantic Avenue	12/2	Concrete repairs	\$26,950.00	\$281.50
Peterson Residence	1925 South Atlantic Avenue, Unit 1101	12/2	Bathroom remodel	\$25,000.00	\$262.91
Danis Residence	2837 South Atlantic Avenue	12/2	Replace impact windows and doors	\$10,850.00	\$133.15
White Surf Condo	3555 South Atlantic Avenue	12/2	Concrete repairs to the tennis court and walkways	\$75,000.00	\$739.54
Vilece Residence	3333 South Atlantic Avenue, Unit 403	12/2	Install 3 motorized rolldown hurricane shutters	\$14,721.00	\$168.09
Modica Residence	4 Oceans West Boulevard, Unit 201A	12/2	Replace 2 sliding glass doors	\$12,751.00	\$150.27
Durtschi Residence	2947 South Atlantic Avenue, Unit 406	12/3	Install valve, shower base with acrylic walls	\$12,708.00	\$149.88

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Kurz Residence	3023 South Atlantic Avenue, Unit 601	12/3	Replace 2 impact windows, size for size	\$14,600.00	\$166.97
Hyatt Place	3161 South Atlantic Avenue	12/3	Re-roof metal to metal roof	\$22,050.00	\$235.70
Peck Plaza Condo	2625 South Atlantic Avenue	12/4	Replace UG piping that supplies sprinkler system	\$25,772.00	\$404.78
Scaccia Residence	2937 South Atlantic Avenue, Unit 908	12/4	Replace 3 sliding glass doors	\$26,250.00	\$274.83
Chandler Residence	3145 South Atlantic Avenue, Unit 402	12/4	Install 7 motorized rolldown hurricane shutters	\$24,525.00	\$258.54
Boyce Residence	2967 South Atlantic Avenue, Unit 406	12/4	Replace 6 windows and 4 sliding glass doors	\$23,000.00	\$244.46
Metz 1	3278 South Atlantic Avenue	12/5	Replace 15 ton HVAC system	\$29,400.00	\$379.86
Shores Club Condo	3815 South Atlantic Avenue	12/5	Replace entry doors and sidelights	\$206,000.00	\$1,988.29
Spera Residence	3115 South Atlantic Avenue, Unit 301	12/5	Replace 2 sliding glass doors and 2 windows	\$35,770.00	\$365.58
Spera Residence	3115 South Atlantic Avenue, Unit 902	12/5	Replace 2 sliding glass doors and 1 window	\$34,930.00	\$357.58
Aku Tiki Inn	2225 South Atlantic Avenue	12/10	Replace existing beach access stairs	\$26,000.00	\$272.44
Degano Residence	3855 South Atlantic Avenue, Unit 506	12/10	Replace drywall and tile for bathroom remodel	\$10,474.50	\$360.33
Mitchell Residence	3799 South Atlantic Avenue, Unit 901	12/10	Tub to shower conversion, add pocket closet door	\$21,500.00	\$230.63
Marzigliano Residence	2 Oceans West Boulevard, Unit 2009	12/11	Install 3 motorized rolldown hurricane shutters	\$16,225.00	\$181.96
Peavy Residence	2545 South Atlantic Avenue, Unit 1606	12/11	Install 4 motorized rolldown hurricane shutters	\$21,475.00	\$230.39
Carmichael Residence	2545 South Atlantic Avenue, Unit 1904	12/11	Replace cabinets, countertops, and vanities	\$10,000.00	\$125.50
Public Safety Building	3050 South Atlantic Avenue	12/12	Build 2 kennels, install wall, add chain link fence	\$17,800.00	\$0.00
Speck Residence	2937 South Atlantic Avenue, Unit 1709	12/15	Replace 4 sliding glass doors	\$35,800.00	\$365.86
Payne Residence	3228 South Peninsula Drive	12/16	Reroof 28 modified bitumen and 11 shingle squares	\$24,000.00	\$253.69
Ismail Residence	3425 South Atlantic Avenue, Unit 1501	12/17	Install 8 motorized roll down hurricane shutters	\$31,295.00	\$322.93
Myers Residence	136 Key Colony Court	12/17	Replace 12 windows, size for size	\$15,020.00	\$170.85
Behrens Residence	2937 South Atlantic Avenue, Unit 1202	12/17	Replace 3 sliding glass doors, size for size	\$22,634.00	\$241.08
Oceans Six Condo	2967 South Atlantic Avenue	12/17	Remove and replace 7 doors	\$26,600.00	\$278.16
Welsing Residence	3 Oceans West Boulevard, Unit 1D7	12/19	Replace insulation, drywall, and trim	\$25,000.00	\$262.91
Phillips Residence	2937 South Atlantic Avenue, Unit 1607	12/22	Replace 4 sliding glass doors	\$35,850.00	\$366.35

PROJECT	WORK ADDRESS	DATE	WORK DESCRIPTION	VALUE	REVENUE
Waters Residence	3333 South Atlantic Avenue, Unit 406	12/22	Replace 3.5 ton HVAC system	\$10,741.00	\$132.18
Beach Quarters	3711 South Atlantic Avenue	12/23	Install Hardi board soffit on roof perimeter	\$11,700.00	\$140.80
Jeziarski Residence	3051 South Atlantic Avenue, Unit 704	12/29	Remodel kitchen and master bathroom, add wall ship lap	\$61,500.00	\$610.85
Tropic Shores	3111 South Atlantic Avenue	12/29	Replace impact windows, size for size	\$51,050.00	\$511.23
Barnes Residence	3737 South Atlantic Avenue, Unit 803	12/29	Change out 4 ton split straight cool HVAC system	\$24,398.00	\$257.36
Quinteros Residence	4 Oceans West Boulevard, Unit 306B	12/30	Tub to shower remodel, replace acrylic wall, vanity	\$17,846.00	\$196.92
Quinteros Residence	4 Oceans West Boulevard, Unit 306B	12/30	Replace fixtures, valves, vanity and toilet	\$17,846.00	\$128.08
TOTALS	WORK ADDRESS	DATE	WORK DESCRIPTION	\$1,255,986.50	\$13,218.48

Building Division Revenue by Permit Category:

PERMIT TYPE	DECEMBER 2025	FISCAL YEAR-TO-DATE 2025 TO 2026	DECEMBER 2024	LAST FISCAL YEAR-TO-DATE 2024 TO 2025
BUILDING	\$16,323.06	\$140,797.81	\$16,376.14	\$42,796.61
ROOF	\$489.39	\$13,303.55	\$2,968.37	\$4,789.65
DEMOLITION	\$0.00	\$0.00	\$0.00	\$0.00
ELECTRICAL	\$2,280.14	\$8,331.06	\$2,169.50	\$8,182.39
MECHANICAL	\$2,770.84	\$11,447.00	\$3,211.16	\$16,044.38
PLUMBING	\$2,915.08	\$7,996.19	\$1,904.75	\$6,103.26
SIGN	\$112.00	\$424.00	\$99.25	\$153.75
POLITICAL SIGN BONDS	\$0.00	\$0.00	\$0.00	\$0.00
STORMWATER MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
MISCELLANEOUS	\$99.00	\$742.10	\$210.23	\$610.73
DEVELOPMENT FEES	\$2,456.00	\$2,506.00	\$235.00	\$920.00
PROMOTIONAL ACTIVITIES	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$27,445.51	\$185,547.71	\$27,174.40	\$79,600.77

Building Division Activities:

ACTIVITY	DECEMBER 2025	FISCAL YEAR-TO-DATE 2025 TO 2026	DECEMBER 2024	LAST FISCAL YEAR-TO-DATE 2024 TO 2025
INSPECTIONS	{252} + [0] = 252	829	{241} + [7] = 248	714
FINAL CERTIFICATES OF OCCUPANCY ISSUED	0	1	0	0
TEMPORARY CERTIFICATES OF OCCUPANCY ISSUED	0	0	0	0
FINAL INSPECTIONS	{181} + [0] = 181	608	{134} + [6] = 140	479
FAILED INSPECTIONS	{13} + [0] = 13	54	{6} + [0] = 6	41

NOTE: { } indicates City inspection; [] indicates Universal Engineering Services inspection

Annual Totals, Large Projects (Over \$10,000):

Projects Begun Current Fiscal Year-to-Date – 2025 to Present: \$14,795,263.59

Projects Begun Last Fiscal Year – 2024 to 2025: \$47,604,112.31

Projects Begun Two Fiscal Years Ago – 2023 to 2024: \$88,785,455.00

COMMUNITY SERVICE DEPARTMENT PUBLIC WORKS & SEWER DIVISIONS MONTHLY REPORT - DECEMBER 2025

FACILITIES MAINTENANCE DIVISION:

This division has four positions, two building maintenance employees, one electrician and one position that routinely assists the electrician.

Normal monthly duties:

This division is responsible for the upkeep and maintenance of city buildings. The facilities staff assesses problems reported with the buildings and repairs as needed within the staff's capabilities. The facilities staff have a HVAC certification therefore certain related repairs can be performed in-house. Among other things, Staff pressure wash buildings, clean window exteriors, paint, lubricate the locks, deliver water jugs and perform any other general maintenance needed with the city buildings and city owned properties. Tasks outside the expertise of the staff are contracted to third party specialists. The electrician and assistant are responsible for street light maintenance as well as any other electrical related issue that may arise within the City.

Additionally, this month:

- Community Center: Replaced tennis court bathroom door locks, assisted with set up and break down for the tree lighting and other events, trained new employees on tennis court maintenance
- Public Safety: Continued assistance with AC issues, repaired/replaced a few lighting issues, met with contractor fixing exit gate, fixed clogged sink, worked on fencing by gas pumps
- City Hall: Replaced toilet on second floor, applied holiday lighting to flood lights

- Facility: Assisted in paver repairs at the Emerald Shores beach ramp walkway

Electrician:

- Electrical Locates: 52
- Installed a new 47' pole
- Replaced/repainted/painted bollards and landscape lights on Oceans West Blvd, Public Safety, Andrinopoulos Park and Beachcomber Park
- Installed temporary lights at Public Safety for holidays
- Repaired/replaced fuses and boxes for holiday decorations on decorative light poles
- Tested, fixed or replaced GFCI receptacles at Veterans Park, Public Safety, Court of Flags and the balcony at the Community Center
- Replaced cameras at Station 1
- Repaired/replaced post and solar lights at the pickleball courts
- Troubleshoot the city sign at Public Safety, called vendor to fix
- Fixed the rope lighting at the pavilion

PARKS / STREETS DIVISION:

This division has twelve maintenance positions, one custodial position, four street maintenance positions and seven park maintenance positions. Currently this division is down three park maintenance positions.

Normal monthly duties:

This division performs maintenance, upkeep and general appearance of all the City parks, streets, sidewalks and medians daily, including, but not limited to, mowing, restocking supplies, replacing plants as needed, replacing or repairing street signs, checking and clearing storm drains, checking and repairing beach walkovers as well as any other related issue that may arise in the City. Per the City-County Park Maintenance

Agreement, this division also is responsible for the cleaning and upkeep of the new county parks. The custodial position is responsible for assisting with setting up for rentals at the Community Center if needed, janitorial type duties like emptying trash, cleaning of bathrooms in all the buildings, vacuuming and mopping floors, dusting and taking care of whatever else is needed regarding the city buildings' cleaning needs.

Additionally, this month:

- Continued putting up Christmas decorations at city buildings and parks
- Repaired irrigation problems at Beachcomber Park, the city sign on Dunlawton and Florida Shores as well as the Public Works facility building
- Replaced broken lock on McElroy Park bocce ball door and rehung the windsail
- Pressure washed the Pavilion
- Helped with set up and break down of the tree lighting event
- Added new wood borders to street corner mulch beds
- Adjusted and moved holiday decorations at the Community Center
- Installed new concrete trash cans, bus benches and bench emblems

SEWER DIVISION:

This division currently has all four positions

Normal monthly duties:

This division maintains and inspects all the sewer stations daily, performs all the general maintenance of the sewer stations, generators and the station properties, including, but not limited to, mowing and general outside maintenance, cleaning pump areas, wet wells and floats. The division also maintains and inspects city manholes, delivers past due

sewer bill notices for the Finance Department every month, performs cooling tower readings, and quarterly grease trap inspections.

Additionally, this month:

- Sewer locates – 52
- Diagnosed high pump runtime at Station 8, met contractor to fix generator
- Finished painting stations 3 and 4
- Installed a new panel vent fan at Station 5
- Pressure washed the fence at Station 10



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 3, 2026 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Mark Swanson, LT
PREPARED BY: Joanne Sweeney, Admin Asst
SUBJECT: Mutual Aid Agreement

SYNOPSIS:

Approval of Mutual Aid Agreement

FISCAL IMPACT STATEMENT:

N/A

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

- ATTACHMENT:**
1. Mutual Aid Letter 01062026
 2. FINAL 01062026 COMBINED MUTUAL AID AGREEMENT 2025

General Counsel

Peter A.D. McGlashan, Esq.

OFFICE
(386) 736-5961



OFFICE OF THE GENERAL COUNSEL VOLUSIA SHERIFF'S OFFICE

123 WEST INDIANA AVE • FOURTH FLOOR • DELAND, FLORIDA 32720
(386) 822-5074 (FAX) • WWW.VOLUSIASHERIFF.GOV

January 6, 2026

Re: Mutual Aid Agreement Expiration

Dear Chiefs and Managers,

The Volusia County Combined Operational Assistance and Voluntary Cooperation Agreement for Volusia County, Florida (Mutual Aid Agreement) expired on January 1, 2026. There is currently no County Mutual Aid Agreement in place. Therefore, **no agency is authorized to conduct operations** under its terms.

To restore this essential operational capability, please find the replacement agreement attached for your review and execution. Please return the executed document to the Office of the General Counsel at officeofthegeneralcounsel@volusiasheriff.gov as soon as possible. The sooner we receive the signed and executed agreement; the sooner we can restore mutual aid coverage across the county.

Thank you for your prompt attention to this matter.

Sincerely,

PETER A. D. McGLASHAN, ESQUIRE

General Counsel

Volusia Sheriff's Office

Fla. Bar No.: 0990477

123 West Indiana Avenue

DeLand, FL 32720-4613

Telephone (386) 736-5961

Facsimile (386) 822-5074

pmcglashan@volusiasheriff.gov /

mcarlin@volusiasheriff.gov /

aabdoukarim@volusiasheriff.gov

MUTUAL AID AGREEMENT

COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION AGREEMENT FOR VOLUSIA COUNTY, FLORIDA

WITNESSETH

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

1. Intensive situations including but not limited to emergencies as defined under Section 252.34, Florida Statutes and
2. Continuing, multi-jurisdictional law enforcement problems, so as to protect the public's peace and safety, and preserve the lives and property of the people; and

WHEREAS, the Volusia Sheriff's Office, Daytona Beach Police Department; Daytona Beach Shores Department of Public Safety; DeLand Police Department; Edgewater Police Department; Holly Hill Police Department; Lake Helen Police Department; New Smyrna Beach Police Department; Orange City Police Department; Ormond Beach Police Department; Port Orange Police Department; Ponce Inlet Police Department; and South Daytona Police Department, have the authority under Section 23.12, Florida Statutes (et seq.), the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

1. Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;

2. Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34, Florida Statutes.

JURISDICTION: The jurisdiction under this agreement exists throughout the territorial limits of the participating municipalities, those municipalities that contract law enforcement services with the Volusia Sheriff's Office, and the unincorporated areas of Volusia County. Any law enforcement officer of any of the participating agencies shall be considered to be operating under the provisions of this Mutual Aid Agreement when participating in any law enforcement activity (preplanned or unplanned) that is requested and approved under the terms of this agreement or dispatched in response to a request for assistance from any other participating agency. Under this agreement, any law enforcement officer of a participating agency shall have the authority to operate, subject to the terms of the agreement, throughout the territorial jurisdiction of the agreement even if outside of the officer's primary jurisdiction. Any law enforcement officer of a participating agency shall, when engaging in authorized mutual cooperation and assistance pursuant to this agreement, have the same powers, duties, rights, privileges and immunities as if the law enforcement officer were performing duties inside the political subdivision of his/her normal primary jurisdiction. Notwithstanding, the Volusia Sheriff's Office's jurisdiction, pursuant to Section 30.15(5)(a), Florida Statutes, runs throughout the entire county regardless of whether there are incorporated cities or other independent districts or governmental entities in the county.

NOW, THEREFORE, the parties agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but is not necessarily limited to,

investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and joint multi-jurisdictional preplanned law enforcement operations, including but not limited to: traffic/vessel enforcement, drug enforcement task forces, and/or joint investigations.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with terrorist activities, acts of sabotage, hostage and barricaded subject situations, civil disturbances, large demonstrations, aircraft disasters, fires, natural or man-made disasters, control of major crime scenes, area searches, perimeter control, pursuits, missing persons calls, high profile trials, sporting events, Spring Break, motorcycle weeks, automobile race events, concerts, parades, community events, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this agreement needs assistance, either of a voluntary cooperation or operational assistance nature, the agency head or designee of the requesting agency shall notify the agency head or designee of the agency from whom such assistance is required/requested. The agency head or designee of the agency whose assistance is sought shall evaluate the situation and the request, the agency's available resources, consult with supervisors as necessary and respond in an appropriate manner. The agency head or designee in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority to

grant mutual aid or receive mutual aid may be made verbally or in writing as the particular situation dictates.

Exigent Circumstances: In the event of exigent circumstances or other situations which precludes a formal request, any sworn member of the requesting agency may request such assistance directly from a sworn member of another participating agency. Such request may be made verbally, in writing, or by use of radio communication. As soon as the situation allows, the requesting officer shall notify his/her supervisor of the existence of the request and the basis for it.

Official Business Outside of Jurisdiction: Should a sworn law enforcement officer of a participating agency be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting, going to or from work, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said officer, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, the officer shall, as soon as possible, notify the agency having normal primary jurisdiction and upon arrival of officers with normal primary jurisdiction, turn the situation over to them and shall provide any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. **This provision is not intended to and does not grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal primary jurisdiction, but is intended to address critical, life threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter. The agency head's decision in these matters shall be final.**

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or designee of the requesting agency.

Conflicts: Whenever an officer, deputy sheriff or other appointee is rendering assistance pursuant to this agreement, the officer, deputy sheriff or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

Handling Complaints: Whenever there is cause to believe that a complaint has arisen as a result of cooperative effort as it may pertain to this agreement, the agency head or designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, along with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or designee of the assisting agency for

administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of its own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

1. Members of the participating agencies when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state under the terms of this agreement shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if they were performing duties inside the political subdivision in which they are normally employed.

2. Each party agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities and services in furnishing such mutual aid.

3. A political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

4. The agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and

maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

5. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of the officers, agents, or employees of the agencies when performing their respective public duties apply to them to the same degree, manner and extent while engaged in the performance of their duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer and reserve employees.

6. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: CONCURRENT JURISDICTION

Whereas, it is to the mutual benefit of the subscribing law enforcement agencies, rendering assistance and/or conducting law enforcement activities, preplanned or unplanned, pursuant to this agreement, to exercise jurisdiction in and throughout the territorial limits of participating municipalities, those municipalities that contract law enforcement services with the Volusia Sheriff's Office, and the unincorporated areas of Volusia County, Florida, the subscribing parties agree as follows and mandate their agency personnel to strict compliance with requirements of this agreement for officer safety, case integrity and agency cooperation:

1. **Arrests**: Participating agency law enforcement officers are authorized to make arrests for felonies, misdemeanors, including arrestable traffic offenses, when operating under this

7

agreement, in and throughout the territorial limits of participating municipalities and unincorporated areas within Volusia County, Florida, excluding those areas within the territorial limits of municipalities not participating in this Mutual Aid Agreement. Authority derived pursuant to this subparagraph may be exercised only in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. No participating agency law enforcement officer is authorized, when operating under this agreement, to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, absent a search warrant or constitutional exigent circumstances.

2. **Search Warrants**: When operating under this agreement, participating agency law enforcement officers may execute search warrants outside the normal primary jurisdiction of their employing municipality for offenses which occurred in the territory of their normal primary jurisdiction only after receiving permission from the other agency.

3. **Crime Scene Perimeters**: Participating agency law enforcement officers are authorized to establish a crime scene perimeter or area of containment for the securing of a crime scene or apprehension of suspects.

4. **Surveillance Operations**: Participating agency law enforcement officers are authorized to conduct mobile and stationary surveillance, provided that appropriate notification is given including the general location of the surveillance, targets of the surveillance and a description of the vehicles involved.

5. **Traffic Enforcement**: Participating agency law enforcement officers are authorized to enforce Florida traffic statutes on roadways contiguous to and forming the border between participating law enforcement agency jurisdictions. Participating agency law enforcement officers

are also authorized to investigate and arrest any individual(s) found to be in violation of the Florida criminal statutes who has been identified as a result of enforcement of the Florida traffic statutes. For purposes of this agreement, “roadway” is defined as the paved portion subject to vehicular travel and the right-of-way constituting the “shoulder” of the road. Participating agency law enforcement officers are also authorized to enforce Florida traffic statutes when operating under this agreement, in and throughout the territorial limits of participating municipalities and unincorporated areas within Volusia County, Florida, excluding those areas within the territorial limits of municipalities not participating in this Mutual Aid Agreement.

6. **Radio Communications:** The Volusia Sheriff’s Office is the provider agency for all county-wide consolidated public safety communications and is responsible for tracking and recording all radio communications relating to assistance provided. Operational radio channel will be determined by the Volusia Sheriff’s Office Command Director and agency heads will be notified annually of the radio channels.

7. **General Requirements:**

A. Prior to taking any enforcement action, the officer, who does not have jurisdiction, shall notify the agency in the jurisdiction where the action will be taken, unless exigent circumstances prevent such prior notification. In this case, notification shall be made as soon after the action as possible.

B. Prior to executing a search warrant under this agreement, outside an agency’s jurisdiction, the officer, who does not have jurisdiction, shall contact the jurisdiction’s point of contact and the Volusia Sheriff’s Office point of contact to coordinate the operation. Event deconfliction will be conducted through Case Explorer. Notification shall be made to the Watch Commander on duty in the area of responsibility where the search warrant will be executed prior to its execution.

C. Prior to conducting stationary/mobile surveillance outside the officer's jurisdiction the officer shall conduct an event deconfliction through Case Explorer covering the location/areas under surveillance, target of surveillance and any other information necessary for deconfliction.

D. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits, except in the event of an emergency, exigent circumstances or when authorized in a preplanned operation.

E. This agreement includes preplanned and unplanned operations, undercover investigations, stings or sweeps coordinated and approved by the Volusia Sheriff's Office.

F. Participating agency law enforcement officers shall not conduct any routine patrol activities outside of their jurisdiction unless authorized by any voluntary cooperation or operational assistance request under this agreement.

G. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.

H. All provisions of the Volusia County Mutual Aid Agreement shall be in full force and effect as they relate to concurrent jurisdiction.

SECTION VIII: INSURANCE COVERAGE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until **January 1, 2030**, unless terminated prior thereto by any or all of the parties here. Under no circumstances may this agreement be renewed, amended, or extended except in writing. This agreement when fully executed and filed with the Florida Department of Law Enforcement shall supersede any prior versions of this agreement.

SECTION X: CANCELLATION

Any party to this agreement may withdraw from participation by providing each other party with written notice of withdrawal which date shall be specified in the notice. Furthermore, any party wishing to withdraw from participation with one or more other parties may terminate voluntary cooperation with said party(ies) by providing written notice of termination to the affected party(ies) and the Volusia Sheriff's Office. Should this occur, voluntary cooperation shall remain in force only with respect to the remaining participants. The Volusia Sheriff's Office shall keep all concerned agencies advised as to current parties to this Mutual Aid Agreement.

SECTION XI: COUNTERPARTS

This agreement may be executed in counterparts, whether scanned, faxed or electronically signed, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each Party hereto shall deliver original counterpart signatures to Volusia Sheriff's Office no later than **January 15, 2026**, by email to officeofthegeneralcounsel@volusiaheriff.gov.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

For the Volusia Sheriff's Office:

Michael J. Chitwood, Sheriff
Volusia County

Date signed

For the Daytona Beach Police Department:

Jakari Young, Chief
Daytona Beach Police Department

Date signed

For the City of Daytona Beach:

Deric C. Feacher, City Manager
City of Daytona Beach

Date signed

For the Daytona Beach Shores Dept. of Public Safety:

Michael Fowler, Director
Daytona Beach Shores Dept. of Public Safety

Date signed

For the City of Daytona Beach Shores:

Interim City Manager or Designee
City of Daytona Beach Shores

Date signed

For the DeLand Police Department:

Jason D. Umberger, Chief
DeLand Police Department

Date signed

For the City of DeLand:

Michael Pleus, City Manager
City of DeLand

Date signed

For the Edgewater Police Department:

Joseph P. Mahoney, Chief
Edgewater Police Department

Date signed

For the City of Edgewater:

Interim City Manager or Designee
City of Edgewater

Date signed

For the Holly Hill Police Department:

Byron K. Williams, Chief
Holly Hill Police Department

Date signed

For the City of Holly Hill:

Joseph Forte, City Manager
City of Holly Hill

Date signed

For the Lake Helen Police Department:

Robert Mullins, Chief
Lake Helen Police Department

Date signed

For the City of Lake Helen:

Jim Gleason, City Administrator
City of Lake Helen

Date signed

For the New Smyrna Beach Police Department:

Chris Kirk, Chief
New Smyrna Beach Police Department

Date signed

For the City of New Smyrna Beach:

Kevin Cowper, City Manager
City of New Smyrna Beach

Date signed

For the Orange City Police Department:

Wayne Miller, Chief
Orange City Police Department

Date signed

For the City of Orange City:

Christine Davis, Interim City Manager
City of Orange City

Date signed

For the Ormond Beach Police Department:

Robert Jesse Godfrey, Chief
Ormond Beach Police Department

Date signed

For the City of Ormond Beach:

Joyce Shanahan, City Manager
City of Ormond Beach

Date signed

For the Ponce Inlet Police Department:

Jeff Glazier, Chief
Ponce Inlet Police Department

Date signed

For the Town of Ponce Inlet:

Mike Disher, Town Manager
Town of Ponce Inlet

Date signed

For the Port Orange Police Department:

Manuel Marino, Chief
Port Orange Police Department

Date signed

For the City of Port Orange:

Wayne Clark, City Manager
City of Port Orange

Date signed

For the South Daytona Police Department:

Joseph LaSata, Chief
South Daytona Police Department

Date signed

For the City of South Daytona:

James L. Gillis, Jr., City Manager
City of South Daytona

Date signed



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 3, 2026 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Joanne Sweeney, Admin Asst

SUBJECT: Interlocal agreement for animal control services

SYNOPSIS:

Approval of interlocal agreement for animal control services

FISCAL IMPACT STATEMENT:

N/A

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. First Amendment to Interlocal Agreement with Daytona Beach Shores 2025

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT FOR SUPPLEMENTAL OPERATIONAL ASSISTANCE
AND VOLUNTARY COOPERATION FOR ANIMAL CONTROL SERVICES**

THIS FIRST AMENDMENT (“Amendment”) to the Interlocal Agreement for Supplemental Operational Assistance And Voluntary Cooperation For Animal Control Services by City of Daytona Beach Shores and the County of Volusia (“**Agreement**”), is made and entered into by and between the **COUNTY OF VOLUSIA (“County”)**, a body corporate and politic and a political subdivision of the State of Florida, and the **CITY OF DAYTONA BEACH SHORES (“City”)**, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, for the purpose of extending and increasing sheltering services where available. Collectively, the County and the City are referred to herein as the “**Parties.**”

WHEREAS, on or about June 23, 2020, the County and the City entered into the Agreement, for an initial term through June 23, 2025, with an additional five year period through June 23, 2030;

WHEREAS, the Parties desire to cooperate in animal control services which permit voluntary cooperation and assistance between the Parties for the purposes set forth herein; provide for rendering assistance in emergency situations and providing assistance for the purposes of animal search and rescue as well as pet sheltering for animal cruelty, animal fighting, dangerous dogs, and impoundment of animals found in distress.

WHEREAS, the Parties desire and agree to make changes to the Agreement’s Sheltering terms and those involved in rendering assistance in emergency situations; and amend the Agreement.

WHEREAS, the Parties agree that this First Amendment shall supplement the Parties’ Interlocal Agreement, which shall remain in full force and effect after execution of this First Amendment.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the foregoing recitals are true, correct and material to this Amendment.
2. The Parties agree to amend Section 3 (Incidents Eligible for Supplemental Operational Assistance) of the Agreement to read, in whole, as follows:

Incidents Eligible for Supplemental Operational Assistance. The County will provide supplemental operational assistance to the City in response to the following:

- A. Situations and incidents which may result in the seizure of animals pursuant to Sections 767.12 through 767.136, and Section 828.073, Florida Statutes.

- B. Criminal investigations involving animals pursuant to Sections 828.12 through 828.13, and Section 828.29, Florida Statutes.
- C. Animal search and rescue and pet sheltering during a declared local state of emergency.
- D. Spay/neuter services, vaccinations, and licensing for animals brought by the City's animal control services, or residents of the City who qualify for eligibility under the County's low- cost pet spaying and neutering program. The County shall establish a fee schedule for those spay/neuter services that are charged to the City that is approved by the County Council. These fees shall be charged directly to the City and payable upon receipt of the service. The County reserves the right to adjust fees as necessary. At this time the City does not participate in any program for veterinary services, so it is agreed that the County will not provide these services and City will not be charged for services. ~~that would result in fees charged to the City, so it is agreed that the County will not provide these services and City will not be charged for services unless and until the City and County amend this Agreement to provide the City participation involved fees to the City.~~
- E. Sheltering services for dogs under investigation for dangerous dog determination and bite quarantine as space is available in the County facility as determined by the County Animal Services Director. The County shall establish a fee schedule for those services that are charged to the City that is approved by the County Council. These fees shall be charged directly to the City and payable upon receipt of the service. The County reserves the right to adjust fees as necessary.

Except as otherwise provided herein, all other portions of Section 3 shall remain unaltered.

3. The Parties agree to amend Section 8 (Liabilities and Responsibilities of Parties) of the Agreement to read, in whole, as follows:

Liabilities and Responsibility of Parties.

D. The County and the City agree to share both unique and common emergency response resources for the purpose of providing expeditious and effective emergency service delivery to County and City citizens alike. To ensure the highest level of service possible, the City's animal control services may request supplemental operational assistance from the County's animal control services in the event the City's services are unavailable to address those incidents specified herein. The County agrees to provide to the City the personnel and equipment necessary for the Supplemental Operation Assistance Services specified herein at the hourly rate of \$102.59 per hour, plus fees paid to an appropriate shelter (the County reserves the right to transport animals to a shelter of its choice); fees for emergency and/or necessary veterinarian services; and fees paid for spay and neuter services. All personnel billing for their time for Supplemental Operation Assistance Services to the City will do so in increments of one-quarter (1/4) of an hour (i.e., fifteen minute) and shall round said time to the nearest such increment. Because the services provided by both the County and City are reciprocal in nature, each Party shall bear the costs of providing such services and neither Party shall owe any monetary payments or reimbursements to the other for personnel, equipment, or fuel or other

~~expendable supplies provided pursuant to this Agreement.~~

Except as otherwise provided herein, all other portions of Section 8 shall remain unaltered.

4. This Amendment sets forth the entire modification to the Agreement, unless the Agreement is otherwise amended or modified in accordance with the terms of the Agreement. This Amendment supersedes all prior proposals, agreements, and communications, both written and oral, regarding the matter described herein.
5. This Amendment is incorporated by reference into the Agreement, as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement, as previously amended, shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the Parties. In the event of any conflict or inconsistency between the provisions set forth in this Amendment and the Agreement, this Amendment shall govern and control.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties to this First Amendment to the Interlocal Agreement Supplemental Operational Assistance And Voluntary Cooperation For Animal Control Services by City of Daytona Beach Shores and the County of Volusia have caused the same to be signed by their duly authorized representatives as set forth below.

CITY OF DAYTONA BEACH SHORES

**COUNTY OF VOLUSIA,
FLORIDA**

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

By: _____
Jeffrey S. Brower
County Chair
Date: _____

Attest:

Attest:

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

By: _____
George Recktenwald
County Manager
Date: _____



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 3, 2026 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Sole Source - Southern Coast K9 Incorporated

SYNOPSIS:

The city was awarded, and accepted, the Edward Byrne Memorial Justice Assistance Grant for FY 2025-2026 in the amount of \$24,500 for a drug detection K9 program at the June 3, 2025 commission meeting. This program will include 2 K9 dogs and their handlers along with upgrades to 2 patrol vehicles to accommodate the new K9 unit.

The attached Sole/Single Source Request Form is being requested as K9 dogs, handler training and continuous trainer are very specialized and only provided by a few sources within the State of Florida. Volusia County is home to one vendor with another vendor being in Miami. The Volusia County vendor is located in New Smyrna Beach, approximately 20 minutes south of Daytona Beach Shores. This facility, Southern Coast K9, provides the K9s, K9 training and handler training at their facility. The vendor is known for searching and purchasing the appropriate breed with the temperament and training ability required of the owner's program. As the K9 program is a newly implemented program, a first for the Shores, it is extremely important to have a local facility to assist in implementation and training, not just initially but throughout the program; Southern Coast can do this, a Miami vendor is not as easily accessible.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Accept Southern Coast K9 Incorporated as a Single Source Vendor for the purchase of K9s and training for the new Public Safety K9 Drug Program.

SUGGESTED MOTION:

- ATTACHMENT:**
1. document (10)
 2. Sole Source Form



**CITY COMMISSION AGENDA MEMORANDUM
JUNE 3, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Fowler, Public Safety Director

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Approval for Edward Byrne Memorial Justice Assistance Grant FY 2025-2026

SYNOPSIS:

The City is being awarded \$24,500 for a drug detection K9 from the Edward Byrne Memorial Justice Assistance Grant.

FISCAL IMPACT STATEMENT:

No impact to the current fiscal budget.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

I move to accept the grant funds for a drug detection K9.

ATTACHMENT:

1. Daytona Beach Shores-FY24-25 JAGC 51_ Notification Letter
2. Daytona Beach Shores-FY24-25 JAGC Template for 51_ Letter

May 21, 2025

City of Daytona Beach Shores
Honorable Mayor Nancy Miller
2990 S. Atlantic Ave.
Daytona Beach Shores, FL 32118

Dear Honorable Mayor Nancy Miller,

The FY 2024-25 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds have been announced by the Florida Department of Law Enforcement (FDLE) and the County of Volusia is recommending the funds be allocated to SMA Healthcare, Inc., The House Next Door, Holly Hill Police Department and Daytona Beach Shores Department of Public Safety.

Grant regulations require approval of the funding distribution by the majority of all local governments within the county. *Two original letters* are required for submission from the county along with an application from each contractor. Attached is a sample letter certifying your city approves of the recommended allocation of funds to SMA Healthcare, Inc., The House Next Door, Holly Hill Police Department and Daytona Beach Shores Department of Public Safety.

To comply with submission requirements, please complete the following:

1. Copy or re-type the attached sample letter onto **your city's letterhead**
2. Each letter must be signed and dated by the Chief Elected Official; the Mayor
3. Return **TWO original signed letters** to the County of Volusia, Division of Community Assistance, Attention: Alex Fox, 121 West Rich Avenue, DeLand, FL 32720

Due to submission deadline constraints, we are requesting that the two original letters be returned by **June 21, 2025**. If you anticipate a delay in executing and returning the letters, please contact me at (386)736-5956 extension 12979 or email at mfox@volusia.org. Thank you for your assistance in this matter.

Respectfully,

Alex Fox

Alex Fox
Planning and Monitoring Manager

CC: Kurt Swartzlander, City Manager

May 21, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Menacof,

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Daytona Beach Shores approves the distribution of \$138,575.00 of Federal Fiscal Year 2024-25 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County.

Recipient	Contractor & Project Purpose	Amount
County of Volusia	Daytona Beach Shores Department of Public Safety: Drug Detection K9	\$24,500
County of Volusia	City of Holly Hill: Improving Traffic Homicide Investigations	\$7,855
County of Volusia	The House Next Door: Success by Design Program	\$27,538
County of Volusia	SMA Healthcare, Inc: Adult Drug Court Peer Recovery Specialists	\$78,682
	Total	\$138,575

Sincerely,

Honorable Mayor Nancy Miller
City of Daytona Beach Shores

Date



CITY OF DAYTONA BEACH SHORES
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	January 8, 2026
TO:	Michael Fowler, City Manager
FROM:	Kathryn Gotz, Operations Lieutenant
Product/Service Description:	Attainment of K9 dogs and K9 Handler training

PART I

First Application **Renewal**

Sole Source • Single Source • Sole Brand • Standardization

It is the policy of the City of Daytona Beach Shores to consistently purchase goods and services using full and open competition. The taxpayers of the City of Daytona Beach Shores are best served when we make sound business decisions based on competitive bids or proposals. However, there may be instances when other than full and open competition may be justified. When user department(s) determine that other than full and open competition is necessary or in the best interest of City of Daytona Beach Shores, appropriate justification for that course of action must be submitted to the City Manager for approval to waive the competitive procurement process.

Request for: **Sole Source** **Sole Brand** **Single Source** **Standardization**
(More than one box above may be checked)

* **Sole Source** (use for single purchase only) the supply of a product or service so uniquely* qualified that it is only available from a solitary source.

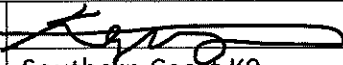
* **Single Source** (use for single purchases only) the supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements

* **Sole Brand** (use for single purchases only) this is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable

* **Standardization** (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.) This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department. Competition among distributors of a standardization brand will be attained if possible.

Definition of Uniquely*:

1. Being the only one of its kind
2. Without an equal or equivalent; unparalleled
3. Unusual; extraordinary
4. Characteristic of a particular category, condition, or locality

Signature of Requestor:	
Proposed Vendor:	Southern Coast K9
Product:	2 drug detection/tracking K9s and 2 K9 Handler training
Estimate Cost of Purchase	\$40,600

PART II QUESTIONNAIRE

ALL QUESTIONS MUST BE ANSWERED (Attach additional sheets if necessary for explanations)

1. Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific regarding specification, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

Southern Coast K9 (referred to as the "company") is located within Volusia County. Additionally, the company provides the K9s, K9 training, and K9 Handler training at their location, allowing for continuity of initial training for both the K9s and K9 Handlers. The company completes the search/purchase of appropriate K9 breed, temperament, and training ability per the requestors request and transports the K9 dog(s) back to the company. This allows for the K9 to be hand selected instead of purchased from an already comprised "for sale" list. The K9 Program for Daytona Beach Shores Department of Public Safety is a new implementation; the ability of the K9s and the K9 Handlers to attend and complete (monthly, yearly, or general) required training is further enhanced due to the proximity of the company location and the willingness/asking from the company for their customers to return for any training they wish.

2. Please describe your market research and the result thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

Upon the search, I located a company in Miami, Florida – Metro Dade K-9 Services (approximately 4 hours from Volusia County); currently the K9 dogs they have available are Shepard breeds which are different than the breed DBSDPS is seeking to obtain (Lab/GSP/other floppy ear dog). While Metro Dade K-9 Services does offer K9 Handler, the initial K9 Handler training course is approximately 4 weeks and the ability to return for required or subsequent training creates varying financial/staffing obligations due to their location. Florida Law Enforcement Canine Association (approximately 3 hours from Volusia County) provides K9 and K9 Handler recurring training/certification (not initial training). Additionally, these trainings are based on their organization's schedule of events and could be months until DBSDPS K9s and K9 Handlers are able to attend these training courses. The Florida Law Enforcement Canine Association is unable to fulfill DBSDPS needs for initial K9 obtainment and K9 dog/Handler training; but the need to include it in this discussion was warranted.

3. Explain the consequences(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above.



CITY OF DAYTONA BEACH SHORES
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

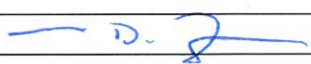
The consequences if the item(s) are not approved for the determination above creates large financial impacts on DBSDPS and the City. This writer was awarded \$24,500 from a grant for the procurement of a K9 dog, associated K9 and Handler training, and K9 vehicle outfitting. The grant project period ends 09/30/2026, meaning, if the granted funds are not used, they are forfeited. Metro Dade K-9 Services currently does not have the requested K9 breeds available, meaning the obtainment of the appropriate K9 breed may take months and be outside of the grant project period.

Other financial impacts include:

1. Cost for administration to approve the K9 dogs in Miami, Florida (travel, lodging, per diem for administration staff) Est. cost \$1,000-\$2,000. This also includes department impacts due to administration not being able to handle other necessary duties while traveling.
2. Cost for 2 K9 Handler training in Miami, Florida (approximately 4-8 weeks; travel, lodging, per diem, and shift overtime) Est. cost \$10,000-\$20,000.

I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.

APPROVAL AUTHORITY: In accordance with the City's procurement procedures, it is requested that you review that information contained herein and make your recommendation for the above requested procurement. **NOTE:** All purchases above \$30,000.01 must be posted on the city website for at least 2 weeks.

Approved By: Director (Under 10,000.01)		Date:
Approved By: City Manager (10,000.01 to 50,000)		Date: 01-29-25
Approved By: City Commission (50,000.01 & Over)		Date:



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 3, 2026 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director, Mike Fowler, City Manager

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Withdrawal of Project 4673-143-R Emergency Operations Center Safe Room, contract #H1137

SYNOPSIS:

The city applied for a Hazard Mitigation Grant Program (HMGP) grant in August 2023, after hurricanes Ian and Nicole. The city felt it necessary to construct an Emergency Operations Center (EOC) as city staff were stationed at several city buildings throughout the storms. The grant consisted of two phases; Phase 1 Assessment, Engineering, Surveying, and Permitting at a cost of \$439,425 and Phase 2 Construction at a cost of \$3,558,345 for a 2,400 square foot facility to be positioned between the Public Safety building and the fleet building. At the time of application and contract execution, it was understood the city would be responsible for 25% of the project and the grant would cover the remaining 75%.

The city was granted Phase 1 of the application with the anticipation that, if Phase 1 deliverables were approved, Phase 2, construction, would be approved. Commission approved the Phase 1 contract at the March 4th commission meeting. The contract was signed and returned to the Florida Department of Emergency Management, (FDEM) who administers the grant program for Federal Emergency Management Assistance (FEMA). The city received a fully executed contract on March 31, 2025 and was able to begin the procurement process. The contract award date, beginning date, was October 14, 2024, 5.5 months prior to the city receiving a fully executed contract and the approval to move forward with procurement. The city prepared bid documents to hire an architectural engineer for Phase 1. The Commission approved staff's recommendation for an engineer at the September 8, 2025 meeting. The initial meeting with staff and the engineer was on October 9th to go over the scope of work and schedule. It was noted the contract performance period end date was January 31, 2026, 3.5 months from the scope meeting. It was determined staff would have to request an extension from FDEM as the estimated time frame for the engineering would be, at best, 9-10 months.

Staff contacted FDEM and submitted the necessary paperwork for the extension request. It was relayed from FDEM that the entire project, including Phase 2 would have to be completed and closed out by June 20, 2028 with no extensions possible. That would mean Phase 1 and Phase 2, construction would need to be completed prior to the close of the grant on June 20 2028; 28.5 months of which 10 would be for engineering and then the time for the city to approve the deliverables along with FDEM and to get approval for Phase 2. This would leave approximately 16

months to construct the EOC. It was also conveyed the cost share of the project was 60/40, not the original 75/25 originally anticipated.

Staff looked at the timeline for the project, the estimated increase in cost, the change in cost share, and the highly motivated conversations around property tax elimination, the city being 82% residential property, and determined it may be best for the city to withdraw from the EOC project at this time.

FISCAL IMPACT STATEMENT:

Withdrawal of this project will save the city 40% of the cost share.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends withdrawal of Project 4673-143-R Emergency Operations Center Safe Room, contract #H1137.

SUGGESTED MOTION:

- ATTACHMENT:**
1. Agenda Memorandum EOC approval
 2. 4673-143-R - Executed Contract (03-25-25)
 3. 4673-143-R request for POP Extension Revised 12 29 25
 4. SR-POP Extension Request Form (06-16-25) Revised 12 29 25
 5. 4673-143-R request for withdrawal 01 16 2026



**CITY COMMISSION AGENDA MEMORANDUM
MARCH 4, 2025 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM: Lory Irwin, Finance Director

PREPARED BY: Lory Irwin, Finance Director

SUBJECT: Approval of the FEMA HMPG EOC grant contract for \$335,846.25

SYNOPSIS:

The city applied for a HMGP grant in August 2023 for an Emergency Operations Center Safe Room grant with two phases; Phase I \$439,425 and Phase II \$3,558,345. Phase I consists of surveying, engineering, design, plans preparation, permitting and bidding for the proposed project. Phase II will consist of construction of the EOC. The city is responsible for 25% of the project costs.

FISCAL IMPACT STATEMENT:

There will be no impact to the current fiscal budget as the Capital Improvement Budget included this project pending the approval of the HMGP grant.

BACKGROUND:

The city has staff that has to remain in the city during a hurricane to assist with the safety and security of city residents, and assets. The staff is housed in three separate buildings: Public Safety, City Hall and Public Works and there is no official EOC in the city. City staff felt it would be beneficial and more efficient to house all staff in the same building and create an actual EOC where staff is not dispersed throughout the city.

The city applied for a HMGP grant in August 2023 for an EOC after Hurricanes Ian and Nicole. Staff was able to evaluate the pros and cons of each storm and a city EOC was suggested but the city couldn't justify the cost to build its own EOC. With the HMGP grant, the city is responsible for 25% of the cost of the project.

The project application included two phases, Phase I for \$439,425 and Phase II \$3,558,345. Phase I consists of surveying, engineering, design, plans preparation, permitting and bidding for the proposed project. Phase II will consist of construction of the EOC. The city's portion of the cost for the project is \$999,442.50 out of a total project cost of \$3,997,770

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the FEMA HMGP grant contract totaling \$329,568.75 for Phase I of the city EOC project

SUGGESTED MOTION:

Motion to accept the FEMA HMGP grant contract for \$329,568.75 for Phase I of the City EOC project

ATTACHMENT: 1. 4673-143-R - For Subrecipient Signature



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

March 11, 2025

Lory Irwin
Finance Director
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118

Re: Project #4673-143-R, City Of Daytona Beach Shores

Dear Lory Irwin:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H1137 between the **City Of Daytona Beach Shores** and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Luke.Yarborough@em.myflorida.com. The Project Manager for this contract is:

Luke Yarborough, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Luke Yarborough at (850) 359-8208.

Respectfully,

Laura Dhuwe

Digitally signed by Laura
Dhuwe
Date: 2025.03.20 15:44:48
-04'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure



**FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NONSTATE ORGANIZATIONS -
 RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION**

NOTICE: A Notice of Rule Development for amendments to Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, has been published in the Florida Administrative Register. An updated version of Form DFS-A2-NS will be incorporated in the final rule.

This form and other Florida Single Audit Act forms may be obtained from the Department of Financial Services' website (<https://apps.fldfs.com/fsaa>).

Fillable form. Click in the applicable Word table cells (shaded areas) to enter the requested information.

State agencies must use the Florida Single Audit Act State Project Determination Checklist (Form DFS-A2-PD) to evaluate the applicability of the Florida Single Audit Act (FSAA) to a state program (i.e., the program is a state project as defined in section 215.97(2), Florida Statutes (F.S.)). If the state agency has not completed the required Form DFS-A2-PD, complete it before beginning the recipient/subrecipient vs. vendor determination for the nonstate organization.

For each nonstate organization receiving state project resources, the state agencies, recipients, and subrecipients disbursing such resources must complete this Florida Single Audit Act Checklist for Nonstate Organizations - Recipient/Subrecipient vs. Vendor Determination (Checklist). Completion of this Checklist assists state agencies, recipients, and subrecipients in evaluating the applicability of the FSAA to the nonstate organization and in determining whether the nonstate organization is a recipient or subrecipient or a vendor.

When a recipient or subrecipient relationship is determined to exist, state agencies, recipients, and subrecipients must include in the document that establishes the recipient or subrecipient relationship with the nonstate entity the applicable audit requirements referenced in Audit Requirements for Awards of State and Federal Financial Assistance, Form DFS-A2-CL, including Exhibit 1. State agency program personnel are responsible for notifying the state agency's finance and accounting office of awards to nonstate entities. Disbursements of state financial assistance to those nonstate entities must be coded in the Florida Accounting and Information Resource (FLAIR) system as object code 7510.

Name of Nonstate Organization	City Of Daytona Beach Shores
Type of Nonstate Organization	Municipality
Enter type as nonprofit, for-profit, or local government. If the nonstate organization is a local government, indicate the type of local government (e.g., municipality, county commission, constitutional officer, water management district).	
Awarding Agency	Florida Division of Emergency Management
Title of State Project	City of Daytona Beach Shores, Emergency Operations Center, Safe Room
Catalog of State Financial Assistance (CSFA) No.	97.039
Contract, Grant, or Agreement No.	H1137

FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NONSTATE ORGANIZATIONS -
RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

Part A - Relationship and Applicability of the FSAA

For each state project identified for inclusion in the CSFA, analyze the state agency's relationship with **each** nonstate organization receiving program resources to determine the applicability of the FSAA.

<u>Yes</u>	<u>No</u>	<i>Enter "X" for all that apply.</i>
...	X	1. Is the nonstate organization a district school board; charter school; Florida College System institution or state university as defined in section 1000.21, F.S.; a governmental body outside the state of Florida; or a federal agency?
...	X	2. Is the relationship with the nonstate organization only to procure commodities (as defined in section 287.012(5), F.S.)?
X	...	3. Does the relationship with the nonstate organization consist of only federal resources, state matching resources, or local matching resources for federal programs?
...	X	4. Does the relationship with the nonstate organization consist of only state maintenance of effort (MOE) resources that meet all the following criteria (Questions A through C)? MOE refers to the federal maintenance of effort or level of effort requirements as discussed in 2 CFR 200 §306 and Appendix XI, Section 3.1-G.
...	X	A. The federal regulation specifies the requirements for the use of the state MOE resources and there are no additional state requirements?
...	X	B. The contract(s) contains language to identify the state MOE resources and the associated federal program?
...	X	C. The audit requirements of 2 CFR 200 §501 apply to the state MOE resources and the contract(s) stipulates that the resources must be tested in a 2 CFR §200.501 audit in accordance with federal program requirements?

If **any** of the answers to Part A, Questions 1 through 4, above is **Yes**, the FSAA is **not** applicable to this nonstate organization based on the state agency's relationship with the nonstate organization. However, agency responsibilities pursuant to section 215.971, F.S., and other guidelines for the management of contracts and agreements with the nonstate organization should be further evaluated by completing the recipient/subrecipient vs. vendor relationship analysis in Part B.

FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NONSTATE ORGANIZATIONS -
RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

Part B - Recipient/Subrecipient vs. Vendor Relationship Analysis

For each state project identified for inclusion in the CSFA, analyze **each** nonstate organization receiving program resources to determine whether there is a recipient/subrecipient or vendor relationship.

<u>Yes</u>	<u>No</u>	<i>Enter "X" for all that apply.</i>
...	...	1. Does state law or legislative appropriation, including proviso, direct the nonstate organization to carry out this state project?
...	...	2. Is the nonstate organization required to provide matching resources not related to a federal program?
...	...	3. To receive state resources, is the nonstate organization required to comply with specified state project requirements? (State project requirements include laws, rules, or guidelines specific to the state project such as eligibility guidelines, specified types of jobs to be created, donation of specified assets, etc. Specified state project requirements do not include procurement standards, general guidelines, or general laws and rules.)
...	...	4. Is the nonstate organization required to make state project decisions which the state agency would otherwise make (e.g., determine eligibility, provide case management)?
...	...	5. Is the nonstate organization's performance measured against whether state project objectives are met (e.g., number of jobs to be created, number of patients to be seen, number of disadvantaged citizens to be transported)? The nonstate organization's performance measures may or may not be related to state performance-based budgeting.

If **any** of the answers to Part B, Questions 1 through 5, above is **Yes**, there is a **recipient/subrecipient relationship** and the state agency **must** comply with section 215.971, F.S., and other guidelines for the management of contracts and agreements with the nonstate organization. Also, the nonstate organization **is** a nonstate entity subject to the FSAA, unless the FSAA has been determined as not applicable in Part A above.

If **all** the answers to Part B, Questions 1 through 5, above are **No**, the nonstate organization is a **vendor** and **is not** subject to the FSAA. Characteristics indicative of a procurement relationship between the state agency and a vendor are when the nonstate organization: (a) provides the goods and services within normal business operations; (b) provides similar goods or services to many different purchasers; (c) normally operates in a competitive environment; (d) provides goods or services that are ancillary to the operation of the state project; and (e) is not subject to compliance requirements of the state project as a result of the contract or agreement, though similar requirements may apply for other reasons.

FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NONSTATE ORGANIZATIONS -
RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

Part C - Conclusion

Based on analysis of the responses in Parts A and B above, and through discussions with state program personnel, state your conclusion regarding the relationship with, and the applicability of the FSAA to, the nonstate organization.

Name of Nonstate Organization		City Of Daytona Beach Shores	
<i>Enter "X" to indicate the Recipient/Subrecipient vs. Vendor Relationship and Applicability of the FSAA.</i>			
<input checked="" type="checkbox"/>	Recipient/Subrecipient: FSAA Applicable	...	Vendor: FSAA Not Applicable
Comments	...		
Name	Amanda Stewart	Phone	850-815-4471
Title	Financial Specialist	Email	Amanda.Stewart@em.myflorida.com
Signature	Amanda Stewart Digitally signed by Amanda Stewart Date: 2025.03.11 11:47:22 -04'00'	Date	03/11/2025

For questions regarding the evaluation of a nonstate organization or if it has been determined that the nonstate organization is a recipient or subrecipient subject to the FSAA and a CSFA number has not been assigned, contact your FSAA state agency liaison or the Department of Financial Services, Bureau of Auditing, at FSAA@MyFloridaCFO.com or (850) 413-3060.

Agreement Number: H1137
 Project Number: 4673-143-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient’s name:	<u>City Of Daytona Beach Shores</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>Z4MVCMLG2G63 / 596044103</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4673-FL</u>
Federal Award Date:	<u>October 17, 2024</u>
Subaward Period of Performance Start and End Date:	<u>October 17, 2024 - January 31, 2026</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$335,846.25</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$351,540.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$351,540.00</u>
Federal award project description (see FFATA):	<u>Safe Room</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Luke.Yarborough@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City Of Daytona Beach Shores, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests

payment.

b. The Division's Grant Manager for this Agreement is:

Luke Yarborough
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-359-8208
Email: Luke.Yarborough@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Lory Irwin
Finance Director
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Telephone: 386-763-5328
Email: Lirwin@cityofdbcs.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on October 17, 2024 and shall end on January 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$335,846.25.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

- ii. Participation of the individual in the travel is necessary to the Federal award.

- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

- k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;

- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying
 - xiii. Attachment L – Florida Accountability Contract Tracking System
 - xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its 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).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF DAYTONA BEACH SHORES

By: Nancy J. Miller

Name and Title: Nancy J. Miller

Date: March 4, 2025

FEID#: 59-6044603

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Laura Dhuwe Digitally signed by Laura Dhuwe
Date: 2025.03.20 15:44:37 -04'00'

Name and Title: Kevin Guthrie, Director

Date: 20-MAR-2025

EXHIBIT -- 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 335,846.25**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide a FEMA P-361 Standards safe room at the Emergency Operations Center in Daytona Beach Shores, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-143-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Daytona Beach Shores, shall conduct Phase I – Design of this project, which includes the engineering designs and calculations, surveys, permitting, and notices. **No construction activities are approved at this time.** The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide near absolute protection to first responders and essential staff at a hurricane safe room to be located at 3050 South Atlantic Avenue, Daytona Beach Shores, Florida 32118. Coordinates: (29.165589, -80.977803).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

The design proposed for the Phase II scope of work shall include constructing a new stand-alone safe room, to also function as an Emergency Operations Center (EOC), located in the center of the open space surrounded by the Department of Public Safety building, Fire Prevention building, and the fleet maintenance garage. The proposed safe room shall provide 2,400 square feet (SF) to attend an occupancy of 60 city administrators, support staff, public safety officers, and fire prevention personnel. The safe room shall have its own electrical and plumbing systems and a HVAC split system for ventilation. Additionally, the project also includes the installation of a permanent diesel generator. The generator shall have a capacity of 300 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the facility; and an Automatic Transfer Switch (ATS), fuel tank, and concrete pad. The City of Daytona Beach Shores currently lacks a secure and resilient space for city personnel and first responders to monitor conditions and coordinate responses during a hurricane or severe weather event involving high winds; risking their lives to remain on duty inside structures that have not been properly hardened. The project shall allow first responders to remain on duty during and after a storm to continue coordinating operations to help the community.

The safe room shall be designed and constructed to provide protection against 160 MPH winds. The safe room construction shall be designed to provide "near-absolute protection" based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the Hazard Mitigation Assistance (HMA) Guidance. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator

outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements, and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing engineering designs to be presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, study, engineering, design, public notices, and/or permitting associated with the design of a FEMA P-361 Standards structure. Verification shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Two sets of engineering Signed/Sealed final design and analysis, and surveying.
 - c) Signed and sealed Operations and Maintenance (O&M) Plan, which shall incorporate FEMA P-361, include required components, and submitted for review.
 - d) Any structural and non-structural design peer review reports as required by FEMA P-361 (as applicable).
 - e) Construction Plans and bid documents for FEMA 361 compliance.
 - f) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
 - g) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products to be utilized.
 - h) Color maps including topographical, aerial, and ground disturbance.
 - i) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
 - j) Color photographs of the project area.
 - k) Letter from the Floodplain manager verifying the project is in compliance with local floodplain ordinances/regulations.
 - l) Proof of compliance with Project Conditions and Requirements contained herein.
 - m) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by subcontractors and pay subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs

as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, to implement measures to harden a new stand-alone safe room which will provide "near-absolute protection", to FEMA P-361 standards, and install a permanent 300 kW diesel generator to be located on South Atlantic Avenue, Daytona Beach Shores, Florida 32118.

The safe room shall be designed and constructed to provide protection against 160 MPH winds. The safe room construction shall be designed to provide "near-absolute protection" based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the Hazard Mitigation Assistance (HMA) Guidance. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit Engineering plans and bidding documents prepared to complete the project. Wind protection shall be provided on any opening such as vents, louvers, and exhaust fans. All installation shall be in strict compliance with the FEMA P-361 specifications, and all proposed materials shall be certified to meet wind and impact standards.
- 2) Design documents shall provide a detailed description that includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- 3) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction Materials and Labor.
- 4) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design

and Construction for Community Safe Room, to provide "near absolute protection". It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.

D) Environmental:

- 1) Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- 2) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for re-evaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 4) The following Environmental and Historic Preservation review documentation shall be provided:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
 - c) Color photographs of any area with ground disturbance (electronic).
 - d) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
- 5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work must be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Safe Room, to provide "near absolute protection". It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.
- 11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 12) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-143-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on October 17, 2024; and the Period of Performance for this project shall end on **January 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase I –

State Contracting:	3 Months
Bidding / Local Procurement:	2 Months
Design Specifications:	6 Months
Permitting / Survey:	2 Months
Deliverables Submitted to FDEM:	2 Months
Total Period of Performance:	15 Months

BUDGET

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Cost</u>	<u>Non-Federal Cost</u>
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$418,500.00	\$313,875.00	\$104,625.00
Initial Agreement Amount:	\$418,500.00	\$313,875.00	\$104,625.00
***Contingency Funds:	\$20,925.00	\$15,693.75	\$5,231.25
Project Total:	\$439,425.00	\$329,568.75	\$109,856.25
****SRMC			
SRMC:	\$19,593.77	\$19,593.77	
SRMC-Pre-Award:	\$2,377.48	\$2,377.48	
SRMC Total:	\$21,971.25	\$21,971.25	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated \$20,925.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request*

should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$21,971.25 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This project has a **SRMC Pre-Award**, approved by FEMA in the amount of \$2,377.48, with a start date of **August 4, 2023**.

Funding Summary Totals

Federal Share:	\$329,568.75	(75.00%)
Non-Federal Share:	\$109,856.25	(25.00%)
Total Project Cost:	\$439,425.00	(100.00%)
<hr/>		
SRMC (100% Federal)	\$21,971.25	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Program and Policy Guide, 2023;
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtml

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
- (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City Of Daytona Beach Shores

REMIT ADDRESS: 2990 South Atlantic Avenue

CITY: Daytona Beach Shores STATE: Florida ZIP CODE: 32118

PROJECT TYPE: Safe Room PROJECT #: 4673-143-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1137

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
 Total of Previous SRMC to Date: _____ (SRMC Federal)
 Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	_____
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR
APPROVED FOR PAYMENT \$ _____	DATE _____

**Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City Of Daytona Beach Shores PAYMENT #: _____
 PROJECT TYPE: Safe Room PROJECT #: 4673-143-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1137

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents</i> <u> </u> % <i>completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF DAYTONA BEACH SHORES

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.
PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Attachment F
QUARTERLY REPORT FORM**

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City Of Daytona Beach Shores PROJECT #: 4673-143-R
 PROJECT TYPE: Safe Room CONTRACT #: H1137
 PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? Yes No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: No Action Required, OR

Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ *Project Manager*

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City Of Daytona Beach Shores

Sub-Recipient's Name
H1137

DEM Contract Number
4673-143-R

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-143-R
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$ 335,846.25
OBLIGATION/ACTION DATE: October 17, 2024
SUBAWARD DATE (if applicable): _____
UEID/SAM#: Z4MVCMLG2G63

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Daytona Beach Shores
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: 2990 South Atlantic Ave.
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY Daytona Beach Shores STATE FL ZIP CODE+4** 32118-6002
PARENT COMPANY UEID/SAM# (if applicable): 24MVCML62663
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide near absolute protection to first responders and essential staff at a hurricane safe room to be located at 3050 South Atlantic Avenue, Daytona Beach Shores, Florida 32118. Coordinates: (29.165589, -80.977803).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

The design proposed for the Phase II scope of work shall include constructing a new stand-alone safe room, to also function as an Emergency Operations Center (EOC), located in the center of the open space surrounded by the Department of Public Safety building, Fire Prevention building, and the fleet maintenance garage. The proposed safe room shall provide 2,400 square feet (SF) to attend an occupancy of 60 city administrators, support staff, public safety officers, and fire prevention personnel. The safe room shall have its own electrical and plumbing systems and a HVAC split system for ventilation. Additionally, the project also includes the installation of a permanent diesel generator. The generator shall have a capacity of 300 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the facility; and an Automatic Transfer Switch (ATS), fuel tank, and concrete pad. The City of Daytona Beach Shores currently lacks a secure and resilient space for city personnel and first responders to monitor conditions and coordinate responses during a hurricane or severe weather event involving high winds; risking their lives to remain on duty inside structures that have not been properly hardened. The project shall allow first responders to remain on duty during and after a storm to continue coordinating operations to help the community.

The safe room shall be designed and constructed to provide protection against 160 MPH winds. The safe room construction shall be designed to provide "near-absolute protection" based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be

reimbursed. Eligible and ineligible costs are outlined in the Hazard Mitigation Assistance (HMA) Guidance. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements, and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

City of Daytona Beach Shores Public Safety
ADDRESS LINE 1: 3050 South Atlantic Ave.
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY Daytona Beach Shores STATE FL ZIP CODE+4** 32118

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: Nancy J. Miller

NAME AND TITLE: Nancy J. Miller

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements
(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is available at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, City of Daytona Beach Shores, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Nancy J. Miller
Signature of Sub-Recipient/subcontractor's Authorized Official

Nancy J. Miller- Mayor
Name and Title of Sub-Recipient/subcontractor's Authorized Official

March 10, 2025
Date

Attachment L

**Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m), F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
 - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
 - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
 - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m), F.S.?
Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes No

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
<p>CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.</p>		
Name:	<i>Nancy J. Miller</i>	
Signature:	<i>Nancy J. Miller</i>	
Title:	<i>Mayor</i>	
Date:	<i>March 10, 2025</i>	

ATTACHMENT M

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____
Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.



City of Daytona Beach Shores

"Life is Better Here"

Office of Finance

December 23, 2025

Attn: Terry Munoz
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management

RE: 4673-143-R POP Extension Request

Dear Terry;

The City of Daytona Beach Shores is requesting a time extension to the end date of January 31, 2026 Performance of Period (POP) for project 4673-143-R Emergency Operations Center, Safe Room, contract # H1137 due to delays in contract negotiations.

The schedule of events are as follows:

- The city received a fully executed state contract on March 26, 2025,
- The city prepared a request for qualifications and posted it on June 11, 2025,
- Bids were opened and recorded on July 21, 2025 at 2:00 pm, there were 13 bids,
- The bid committee met on August 14, 2025 at 11:00 am to submit their evaluations and provide its recommendation to city commission,
- The bid committees recommendation was presented to city commission at the September 8, 2025 meeting at 6:00 pm (the city has one meeting the first Tuesday of each month),
- Had initial scope of work meeting with the selected vendor on October 9, 2025 at 1:00 pm
- Received a draft proposal on December 1, 2025 at 4:29 pm
- Contacted the vendor on December 8, 2025 as the proposal was broken down into 7 Phases with pricing and schedule only on Phase 1, Planning. This phase would take 90 days and cost \$177,000. (See attached document)

As of the date of this letter the vendor has not responded to the city with a revised proposal including pricing and a schedule. Due to the holidays, the vendor's office is closed from 12/22/2025 through 01/04/2026. If the city does not hear from the vendor by 1/6/2026 the city will begin negotiations with the second bidder as the design portion of the project will take approximately ten (10) months to complete per the current vendor during the initial scope meeting.

No funds have been requested to-date, allowing for the full federal share of funds to be available, \$329,568.75 plus \$21,971.25 for SRMC.

The current POP end date is January 31, 2026 and the new projected completion date is April 30, 2027:

- 1 month for final contract negotiations and commission approval
- 10 months for design specification
- 2 months for permitting/survey
- 2 months for deliverables submitted to FDEM

2990 S. Atlantic Avenue, Daytona Beach Shores, FL 32118

- Phone 386/763-5353; Fax 386/763-5320

The city appreciates your consideration and patience.

If you have any questions please feel free to contact me via email at lirwin@cityofdb.org or at 386-763-5328.

Sincerely,

Lory Irwin
Finance Director

**Florida Division of Emergency Management
Mitigation Bureau - HMGP
EXTENSION REQUEST FORM**

1. **Disaster #:** 4673 **Disaster End Date:** _____
2. Project Number: 4673-143-R (State ID #H1137)
3. Project Title: 4673-143-R City of Daytona Beach Shores, Emergency Operations Center, Safe Room
4. Project Award Date: October 17, 2024
5. **Current Approved** Period of Performance Date (POP): January 31, 2026
6. Provide dates of any previous extensions (from – to):
 1) _____
 2) _____
 3) _____
7. Period of time Grant Award has been open: 14 months
8. Requested Project Period of Performance Expiration date: April 30, 2027
9. Type of Extension: Period of Performance Extension – for additional 15 months
10. Is this grant Award restricted by program and/or appropriation specifications, limitations or restrictions? No Yes (attach documentation)
11. Provide a detailed justification/explanation of the extenuating circumstances for the requested extension and reason(s) for the delay.
The city did not receive an fully executed contract until March 26, 2025, the bid process: writing a RFQ, opening bids, committee going through the bids and presenting the top three to commission for approval took 5 months, the initial scope meeting took a month and contract negotiations are ongoing as the initial proposal broke the project into 7 phases with pricing and a timeline only being provided for Phase 1; this took two months. The vendor was contacted to provide the additional pricing and schedule and due to the holidays the vendor is closed until January 4, 2026
12. Is the extension associated with the approval for revised scope of work?
 No new work Yes (attach documentation)
13. Is there work in progress for the approved Scope of Work? If so, please list exactly what work has been completed thus far, and percent completed.
 Yes, detailed below and included current QR Milestones-Activities No, (detailed in request letter)
14. Are there any concerns that would potentially prevent the scope of work to be completed within the extended period of performance?
 None identified at this time Yes, (detailed in request letter)
15. Budget Assurance - Project can be completed with the current awarded funds.
 Yes No (detail in request letter and provide a revised Budget to Project Manager)
16. Provide a detailed explanation or actions of what has been considered instead of the proposed extension?
The city has not considered other actions rather than the proposed extension as the design of the project would take approximately 10 months even if the city was able to negotiate a contract with another vendor.
17. This request is for a Non-Phased project Yes (complete #17, Skip #18) No (complete #18 only)
 Provide the State realistic assurance that the project can be completed within the 36-months timeframe (Provide Milestones and estimated dates for completion).

a) Milestones	Estimated Completion dates
State Contracting	
Construction Plan / Technical Specifications	
Bidding / Local Procurement	
Permitting	
Construction / Installation	

**Florida Division of Emergency Management
Mitigation Bureau - HMGP
EXTENSION REQUEST FORM**

	Local Compliance	
	State Inspection / Compliance	
	Closeout compliance	
	Closeout deliverables shall be submitted to FDEM by:	
18.	This request is for a Phased project <input checked="" type="checkbox"/> Yes (complete #18) <input type="checkbox"/> No (completed #17 above)	
	Provide the State realistic assurance that the project can be completed within the 36-months timeframe (Provide Milestones and Timelines dates for completion).	
a)	Milestones	Estimated Completion dates
	Phase I – State Contracting	3/31/2025 Fully executed contract submitted to the City
	Phase I – Bidding / Local Procurement	9/8/2025 bid approved by Commission
	Phase I – Design Specifications	11/30/2026
	Phase I – Permitting	1/31/27
	Phase I – Compliance	2/28/2027
b)	Phase I deliverables shall be submitted to FDEM by:	February 28, 2027
	Phase II – State Contracting	4/1/2027
	Phase II – Construction Plan / Technical Specifications	2/28/2027
	Phase II – Bidding / Local Procurement	5/31/2027
	Phase II – Construction / Installation	7/31/2027
	Phase II – Local Compliance	10/30/2029
	Phase II – State Final Inspection / Compliance	11/30/2029
	Phase II – Closeout Compliance	1/31/2030
c)	Phase II closeout shall be submitted to FDEM by:	February 28, 2030

This request includes documented justification that unusual circumstances existed, demonstrates that work is in progress, and the Period of Performance shall not exceed the Disaster End date.

Requested by:

Sub-Recipient: *City of Daytona Beach Shores*

Name: *Lory B. Irwin*
Title: *Finance Director*
Email: *lirwin@cityofdb.org*
Phone: *386-763-5328*

I certify, by evidence of my signature below, that this request for a Period of Performance (POP) extension includes documented justification that unusual circumstances existed, demonstrates that work is in progress, and shall not impact the current FEMA Disaster POP end date and provides assurance that the project activities shall be completed prior to the Disaster End date. Acknowledges 2 C.F.R. 200.343, any funds not distributed within the approved POP of the grant will be de-obligated and returned to FEMA.

Sub-Recipient

Signature:

Signature

Date

This Extension Request form MUST accompany your Official Extension Request letter.
In accordance with Section 287.057(12) Florida Statutes, contract extensions shall be in writing and subject to the same terms and conditions set forth in the initial Agreement (contract) and any written amendments (modifications).

if FEMA/State denies the time extension request, the sub-recipient may, upon completion of the project, be reimbursed for eligible project costs incurred only up to the latest approved completion date. If the project is not completed, no Federal funding will be provided for that project.



City of Daytona Beach Shores

"Life is Better Here"

Office of Finance

January 16, 2026

Attn: Terry Munoz
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management

RE: 4673-143-R Withdrawal Request

Dear Terry;

The City of Daytona Beach Shores would like to formally withdrawal project 4673-143-R Emergency Operations Center, Safe Room, contract # H1137. The project involved the assessment, engineering, and construction of a 2,400 square foot saferoom to house approximately 60 city staff members including administrators, public works, and public safety personnel at 3050 South Atlantic Avenue, Daytona Beach Shores, Florida.

The reasons necessitating project withdrawal are:

- The architectural design contract process took much longer than anticipated, taking time from the remainder of the project and requiring the need to ask for a Period of Performance (POP) extension.
- When requesting the POP extension, it was conveyed that the entire project, Phase I and Phase II must be completed and closed out before the disaster POP date of June 20, 2028.
- After speaking with the city's project committee this deadline, for the entire project, Phase I and Phase II, was unrealistic.
- The city was told Phase I cannot be done without completing Phase II of the project otherwise the project will not be funded by HMGP.
- The architectural contract hasn't been approved as of the date of this letter and the pricing is 453% more than what was included in the original grant application; approximately \$1.4 million.
- The project cost is being estimated at \$12-16 million which does include possible additions to the building but quite a bit more than the city was anticipating.
- In discussing the project with the FDEM project manager it was determined the cost share was 60/40, not 75/25 as originally anticipated.
- With the highly motivated conversations around property tax elimination, and the city being 82% residential property, the city is concerned over revenue funding.

No funds have been requested to date, allowing for the full federal share of funds to be available, \$329,568.75 plus \$21,971.25 for SRMC.

The city appreciates being awarded the HMGP grant for a saferoom but at this time feels it would be more beneficial for the grant to be given to an applicant that has a project capable of being funded and completed within the specified timeframes.

The city appreciates your consideration.

If you have any questions please feel free to contact me via email at lirwin@cityofdb.com or at 386-763-5328.

Sincerely,

Lory Irwin
Finance Director
HMGP Point of Contact (POC)



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 3, 2026 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Approval Of Work Order 2026-01 For The Design & Construction Administration Services With Hall & Ogle Architects, Inc. For The Public Works Facility Building Expansion Project

SYNOPSIS:

Section 3 of the Master Agreement For Professional Services between the City of Daytona Beach Shores and Hall and Ogle Architects, Inc., states that the City shall independently negotiate Work Orders with the firm to perform specific projects. The purpose of Work Order No 2026-01 is to allow for the design and construction administration services for the Public Works Facility Building Expansion Project. Funding for this project was approved by the Daytona Beach Shores City Commission (FY2025-2026 Budget) and the State of Florida via a state appropriation (Chapter 2025-36, Laws of Florida, Section 6, Specific Appropriation 2461).

Per the subject work order, the total cost of design and construction administration services proposed is \$164,000. The City is awaiting the executed contract from the State of Florida and comments on the proposal. Staff is recommending approval of the work order subject to confirmation of state funding and approval of the work order/proposal.

FISCAL IMPACT STATEMENT:

included in current year budget

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval of Work Order 2026-01 for the Design & Construction Administration Services with Hall & Ogle Architects, Inc. for the Public Works Facility Building Expansion Project, subject to confirmation of funding and approval by the State of Florida.

SUGGESTED MOTION:

Approval of Work Order 2026-01 for the Design & Construction Administration Services with Hall & Ogle Architects, Inc. for the Public Works Facility Building Expansion Project, subject to confirmation of funding and approval by the State of Florida.

- ATTACHMENT:**
1. WORK ORDER NO 2026-01 PWFBE Hall & Ogle SIGNED
 2. WORK ORDER NO 2026-01 PWFBE-EXHIBITS A & B

**WORK ORDER NO 2026-01
ASSOCIATED WITH THE
MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES
BETWEEN THE CITY OF DAYTONA BEACH SHORES, FLORIDA
AND THE FIRM OF
HALL AND OGLE ARCHITECTS, INC.**

PROJECT TITLE: DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE DAYTONA BEACH SHORES PUBLIC WORKS FACILITY BUILDING EXPANSION PROJECT

1. PURPOSE

Section 3 of the Master Agreement For Professional Services between the City of Daytona Beach Shores (CITY) and Hall and Ogle Architects, Inc. (CONSULTANT), states that the City shall independently negotiate Work Orders with the firm to perform specific projects. The purpose of Work Order No 2026-01 is to allow for the design and construction administration services for the Public Works Facility Building Expansion Project. Funding was approved by the Daytona Beach Shores City Commission, as documented in the FY2025-2026 Budget, and the State of Florida, as documented by Chapter 2025-36, Laws of Florida, Section 6, Specific Appropriation 2461.

2. SCOPE OF WORK

The CONSULTANT’S Scope of Work for the design and construction administration of Public Works Facility Building Expansion Project shall include the tasks as outlined and attached hereto as Exhibit “A”. Except as herein modified, all terms and conditions of the cited original Contract shall remain in full force and effect for the term of the Contract as originally set forth in said Contract.

3. DELIVERABLES

The CONSULTANT shall produce and deliver to the CITY the deliverables outlined and attached hereto as Exhibit “A”.

4. SCHEDULES AND TIME FOR COMPLETION

This Work Order shall commence upon the issuance of a Notice to Proceed until the scope of work is completed and accepted by the CITY. Within ten (10) days after receipt of the Notice to Proceed (or other authorizing document), the CONSULTANT shall provide a proposed schedule of payments tied to deliverables which are acceptable to the CITY. If the schedule is altered due to unforeseen delays, the City's project manager shall be notified immediately. Failure to meet the scheduled completion date may be grounds for Termination for Default.

5. METHOD OF COMPENSATION

Payment will be in accordance with the Master Agreement For Professional Services between the City of Daytona Beach Shores and Hall and Ogle Architects, Inc. Compensation for all services, materials, supplies, training and any other items or requirements necessary to complete the work as described herein, shall not exceed the amount outlined in Exhibit "A". At no time shall work fees exceed said amount of compensation herein without a written and executed amendment.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first below written

Attest:

Hall and Ogle Architects, Inc.

John E. Hall
Signature

BY: *David Ogle*
Signature

John E. Hall
Name

David Ogle
Name

PRESIDENT
Title

Vice President
Title

1.21.26
Date

1.21.26
Date

Attest:

CITY OF DAYTONA BEACH SHORES

BY: _____
Michael Fowler, City Manager

BY: _____
Nancy Miller, Mayor

Date

Date



January 22, 2026

EXHIBIT A

Stewart Cruz, AICP
Community Services Director
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, Florida 32118

Re: Public Works Facility Building Expansion
Fee Proposal for Architectural / Engineering Services

Stewart:

It is my pleasure to submit this proposal to provide architectural and engineering services for the proposed Public Works Facility Building Expansion. The scope of work is as described below.

SCOPE OF WORK / PROJECT APPROACH:

PART 1: PROJECT START UP / SCHEMATIC DESIGN

Meet With the City:

We will meet to discuss our conceptual site plan for the project and incorporate into the Schematic Design Package.

Develop Schematic Design Package (15% Construction Documents):

- Site plan(s)
- Floor plan(s) (Building Addition)
- Roof Plan
- Elevations
- Schematic Opinion of Probable Cost

Submit Review Package to City / Respond and Coordinate Any Necessary Changes

PART 2: DEVELOP DESIGN DEVELOPMENT PACKAGE (50% CONSTRUCTION DOCUMENTS):

Architectural

- Architectural Site Plan
- Floor Plan (Building Addition)
- Life Safety Plan
- Exterior Elevations
- Building Sections

JOHN E. HALL

DAVID D. OGLE

- Wall Sections
- Door / Room Finish Schedules
- Reflected Ceiling Plan
- Roof Plan

Civil - Site Development Plan(s)

- Utility Plan
- Paving / Drainage Plan
- Site Details
- Landscaping / Irrigation Plans

Structural

- Foundation Plan / Details
- Roof Framing Plan / Details
- General Notes

Mechanical

- Mechanical Plan
 - Duct Layout / Details

Plumbing

- Plumbing Plan
 - Fixture Schedule / Details

Fire Protection

- Sprinkler Plan
 - General Notes / Details

Electrical

- Electrical Site Plan
- Electrical Plan
 - Power
 - Systems
 - Lighting
- Service Riser Diagram
- Lighting Fixture Schedule

Development of:

- Specifications (50% Complete)

Submit Review Package:

We will submit a review package to the City and respond / coordinate any necessary changes to the documents.

PART 3: 80% CONSTRUCTION DOCUMENTS:

Architectural

- Architectural Site Plan / Details
- Floor Plan (Building Addition)
- Life Safety Plan
 - Plans / Schedules / Notes / Details
 - Wall Sections / Details
 - Fire Rated Assemblies
- Exterior Elevations / Details
- Building Sections
- Wall Sections / Details
- Door / Window Schedules
 - Elevations / Notes / Details / Access Control
- Large Scale Door / Window Details
- Louver / Exhaust Fan Details
- Room Finish Schedules
 - Enlarged Plans - Toilet Rooms
 - Toilet Room - Elevations / Schedules
 - Enlarged Plans - Kitchen / Miscellaneous
 - Millwork - Elevations / Details
- Reflected Ceiling Plan / Notes / Details
 - Floor Joint Layout Plan
 - Roof Plan(s)
 - Section Details / Notes

Civil

- Site Development Plan(s) (continued development)
- Utility Plan / Details
- Paving / Drainage Plan / Details
- Pollution Prevention Plan / Details
- Miscellaneous / Site Details / Notes
- Landscaping Plan / Schedule / Details
- Irrigation Plan / Schedule / Details
- Prepare / Submit Permit Applications:
 - SJRWMD - Environmental Resource Permit
 - VDL Co. DEH (Water) Permit
 - FDEP Wastewater Permit
 - FDEP NPDES Permit (No 1)
 - Stormwater Pollution Prevention Plan (SWPPP)
 - FDOT Driveway Connection Permit
 - FDOT Utility Permit
 - FDOT Drainage Connection Permit

Structural

- Foundation Plans
- Roof Framing Plans
- Foundation Details

- Wall Details
- Roof Framing Details
- Miscellaneous Details / Schedules
- General Notes

Mechanical

- HVAC Plan(s) Duct Layouts
- Partial Plans / Notes / Details

Plumbing

- Plumbing Plans / Notes / Fixture Schedule
- Riser Diagrams
- Miscellaneous Details / Fire Stop Systems Specifications

Fire Protection

- Plan / Designations / Parameters / Details
- Building Sections with Designations
- Partial Site Plan / Notes / Fire Flows

Electrical

- Electrical Site Plan
- Electrical Plan (Main / Storage / Generator Buildings)
 - Power
 - Systems (Data / Alarm)
 - Lighting
 - Lightning Protection
- Service Riser Diagram
- Lighting Fixture Schedule
 - Panel Schedules / Notes / Details

Further Set Of:

- Project Specifications (90% Complete)

Submit 90% Review Package:

We will submit a 90% review package to the City and respond / coordinate any necessary changes to the documents.

Revise Opinion of Probable Cost

PART 4: 100% CONSTRUCTION DOCUMENTS:

- Respond to / implement 90% review comments with Building Department code review.
- Finalize all details and coordination of all related work.
- Submit 100% Construction Documents package with:
 - Digitally Sealed PDF's
 - (2) Printed Sets
 - Final Opinion of Probable Cost

*Any value engineering (design changes to project) not part of the scope of work will be an additional service.

SCHEDULE OF PROJECT MEETINGS

Prepare For / Attend Design Progress Meetings:

- Initial project meeting with Owner
 - Review Design / Scope / Schedule
- Meeting after Schematic Documents Submittal
 - Review comments from City
- Meeting after Design Development Documents Submittal
 - Review comments / discussion of revisions / implementation
- Meeting after 80% Construction Documents Submittal
 - Review comments from City and Building Department / Discussion of revisions - required implementation

PART 5: BIDDING PHASE SERVICES:

- Meet with City Staff to help qualify Contractors to bid
- Pre Bid Meeting with selected Contractors
- Prepare responses to Bidders' questions - issue addendum items as necessary
- Receive Bids / Evaluate Bids / Provide City with Recommendation to Award Contract

PART 6: CONSTRUCTION ADMINISTRATION SERVICES:

- Pre-Construction Meeting with General Contractor and Subcontractors
 - Review Project Scope / Schedule / Critical Path
- Attend Regular Construction Project Meetings
 - Standard - (1) Every (2) weeks
 - (1) Every week during critical phase of work
 - Provide site inspection meetings when Architect is on site for project meetings
- Answer RFI's
- Review / Respond to All Shops Drawings
- Attend Pre-Installation Meetings at various phase of work
- Solutions for Contractor's errors will be additional services.
- Review / process monthly Contractor's pay application.
- Develop color board for project / work with Owner's Representative to finalize / present color board
- Substantial Completion Inspections
 - Interiors - Floors / Walls / Millwork / Ceilings
 - Above Ceiling Inspections
 - Creation of Full Punchlist Items
 - Exterior Inspections
 - Site Inspections
 - Roof Inspection / List
 - Review / Coordination of Engineers' Punchlists
 - Develop Punchlist Drawings with notes for Contractor's with Engineers' lists.
- Final Acceptance Inspections
 - Perform final re-inspections

- Perform additional final inspections of miscellaneous items not completed.
- Issue Certificate of Substantial Completion
- Review Contractor's As-Builts
- Review Close-out Documents with all Warranties / O&M Manuals.
- Complete 1 year warranty walk-through inspection.

PART 7: STATE OF FLORIDA SCOPE OF WORK:

Hall & Ogle Architects, Inc. will provide all architectural services and deliverables outlined in the attached State of Florida Appropriation Proposed Budget and Scope of work, refer to Exhibit B attached.

PART 8: PROJECT SCHEDULE:

- | | |
|---------------------------------|-------------------------------|
| • Anticipated Project Startup | 02-09-26 |
| • Schematic Documents | 04-24-26 |
| • Schematic Review Comments | 05-01-26 |
| • Design Development Documents | 06-26-26 |
| • DD Review Comments | 07-03-26 |
| • 80% Construction Documents | 09-04-26 |
| • 80% CD Review Comments | 09-11-26 |
| • 100% Construction Documents | 11-06-26 |
| • 100% CD Review Comments | 11-13-26 |
| • Permit Documents | 12-04-26 |
| • Regulatory Review | 12-04-26 through 01-15-27 |
| • Bidding | 01-18-27 through 03-18-27 |
| • Sign Construction Contract | 04-15-27 |
| • Building Permit & NTP | 04-16-27 |
| • Final Completion Construction | 02-18-28 (10 months duration) |

This summary of our scope of work outlines the services we will be providing for this project.

Proposed Design Fee:

Schematic Design (15%):	\$ 20,400
Design Development (20%):	\$ 27,200
Construction Documents (35%):	\$ 47,600
Bidding (5%):	\$ 6,800
Construction Administration (25%):	<u>\$ 34,000</u>

Total Design Fee: \$136,000

Survey Allowance:	\$ 15,000
Geotechnical Allowance:	\$ 7,000
Permit Fee Allowance:	\$ 5,000
Printing:	\$ 1,000
Total Project Fees:	<u>\$164,000</u>

Opinion of Probable Cost:

Item:	Area:	Price/ Unit	Cost
Site Work			\$ 266,000
Storage Bay/ Work Areas	3,375	\$265/SF	\$ 894,375
Office	1,350	\$340/SF	\$ 459,000
Contractor Profit/ Overhead		20%	\$ 323,875
		Subtotal:	\$1,943,250
Architectural/Engineering Fee		7%	\$ 136,000
Contingency		8%	\$ 150,000
		Total:	\$2,229,250

Thank you for the opportunity to work with you on this very important project for the City of Daytona Beach Shores.

Respectfully,



David D. Ogle, Jr.
Principal/Vice President

EXHIBIT B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: City of Daytona Beach Shores

By: _____

Name and Title: _____

Date: _____

FID# _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: **Kevin Guthrie, Director, or Ian Guidicelli, Response Bureau Chief,
as Authorized Representative.**

Date: _____

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency **Florida Division of Emergency Management**

Catalog of State Financial Assistance title **City of Daytona Beach Shores - Public Works Facility Building Expansion**

Catalog of State Financial Assistance number **31.064**

Amount of State Funding: **\$ 900,000.00**

ATTACHMENT A

Proposed Budget and Scope of Work

I. PROPOSED BUDGET

Category	Anticipated Expenditure Amount
Salary and Benefits	\$0
Other Personal/Contractual Services	\$0
Administrative Expenses (Limited to no more than 5%)	\$0
Expenses	\$0
Operating Capital Outlay	\$0
Fixed Capital Outlay	\$900,000.00
Total Expenditures	\$900,000.00

II. BACKGROUND

As documented by Chapter 2025-36, Laws of Florida, Section 6, Specific Appropriation 2461, the Legislature and the Governor appropriated \$900,000.00 of Fixed Capital Outlay funds for construction of “City of Daytona Beach Shores – Public Works Facility Building Expansion”

2461 GRANTS AND AIDS TO LOCAL GOVERNMENTS AND NONSTATE ENTITIES - FIXED CAPITAL OUTLAY
EMERGENCY MANAGEMENT CRITICAL FACILITY NEEDS

FROM GENERAL REVENUE FUND. 21,675,131

From the nonrecurring funds from the General Revenue Fund in Specific Appropriation 2461, \$900,000 shall be allocated as follows: (in part)

City of Daytona Beach Shores Public Works Facility Building Expansion
(SF 1157) (HF 1450).....900,000

The City of Daytona Beach Shores is a small coastal community on the Volusia County barrier island bordered by the Atlantic Ocean on the east and the Halifax River on the west. This project involves expanding the city's existing public works facility building with an approximately 5,300 square foot building addition, which will allow the city to purchase and store critical equipment needed to serve the public and protect public health, safety and welfare.

The building expansion will facilitate a centralized location for housing critical equipment, vehicles, supplies, tools, and safe workspaces during times of emergency.

III. SCOPE OF WORK

A. City of Daytona Beach Shores – Public Works Facility Building Expansion (DBSPWFBE). Per Senate Form 1157 and House Bill (HB) 1450 allocated funds are to be used for expanding the existing city public works facility building by adding three larger vehicle/equipment bays, one workshop bay, four offices and a detached storage facility for materials. The building expansion which will facilitate a centralized location for housing critical equipment, vehicles, supplies, tools, and safe workspaces during times of emergency.

The DBSPWFBE shall be designed and constructed in accordance with the International Code Council’s ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC 500-2014) or, where hurricane provisions are more stringent, the 2020 Florida Building Code, 7th Edition (Risk Category IV Buildings).

B. Reimbursable costs for the future new DBSPWFBE site work include: architectural and engineering services; construction management services; general conditions; site survey and soil testing; necessary permits and regulatory fees; construction site cut, fill, grading and landscaping; civil, utilities and access driveway and parking site work; site safety, security and soil erosion and sediment control measures; and if applicable, costs associated with Leadership in Energy and Environmental Design (LEED) or Green Globes certification.

C. The DBSPWFBE site work project’s measurable outcome is an expansion of Daytona Beach Shores disaster response and relief capacity. City of Daytona Beach Shores Emergency Management shall have rent-free use of the future new DBSPWFBE for the life of the facility. The Recipient shall submit a binding written statement to the Division that real property improved with funds authorized by this funding agreement (Agreement) shall be dedicated for emergency management purposes from the date of receipt of certificate of occupancy or completion (CO) from the Authority Having Jurisdiction (AHJ) for a period of fifty (50) years, the estimated life of the future new DBSPWFBE, or until the end of the useful life of the facility as agreed to by the Division. The Recipient shall ensure that the future new DBSPWFBE site work completed with the fixed capital outlay funds granted by this Agreement shall be used for the county’s future new primary DBSPWFBE.

D. The Recipient agrees to maintain the site work for the future new DBSPWFBE in good repair and functional condition for the life of the work from the date of issue of the AHJ’s CO.

E. If the Recipient fails, during the period of time established by this Agreement, to operate, maintain, repair and administer the work in accordance with the purposes for which the funds were originally granted, the Recipient shall return to the Division, no later than upon demand by the Division, an amount calculated as follows:

- a. The full amount of the grant funds for the first full year subsequent to the date of issue of the subject site work's CO by the Authority Having Jurisdiction; or,
- b. Beginning with the second full year subsequent to the date of issue of the subject site work's CO by the Authority Having Jurisdiction, the amount of the grant less one-and-a-half (1.50) percent for each full year for which the site work was used for such purposes; e.g., Year 2 = \$886,500 Year 3 = \$873,203.

The determination of Recipient's failure to operate, maintain, repair, and administer the work in accordance with the purposes for which the funds were originally granted is at the sole discretion of the Division.

If the Division and Recipient, through mutual agreement, terminate this Agreement prior to the expiration date, the Recipient shall return to the Division, no later than upon demand by the Division, an amount not less than that calculated by a. or b. above, as applicable.

F. The site work finish grade shall be consistent with the lowest finished floor elevation of the future new DBSPWFBE elevated to or above the higher of the elevations determined by: 1. elevation above mean sea level corresponding to the maximum storm surge inundation, including coastal wave effects, for the emergency shelter location plus 20 percent; 2. 100-year (one percent annual chance) base flood elevation plus three (3) feet; 3. 500-year (0.2 percent annual chance) flood elevation (if determined) plus two (2) feet; and, 4. elevation required by the AHJ for the location.

G. The Recipient shall provide an initial timeline and estimated reimbursement allocation schedule. Table SW-1, "Initial Timeline and Estimated Reimbursement Allocation Schedule" or other similar instrument as approved by the Division may be used.

IV. TASK PRODUCTS

A. Per Scope-of-Work Item III.G, Recipient shall prepare an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement request for each activity. Table SW-1 may be used to meet this deliverable.

B. Recipient shall submit a written statement that the funded site work and future new DBSPWFBE shall be dedicated for emergency management purposes as described in III.C.

C. The Recipient shall provide the Division with copies of pertinent site work regulatory reviews and permits, and the Construction Manager's or General Contractor's detailed schedule of work (e.g., Gantt Chart).

D. The Recipient shall provide one (1) copy each of site survey and site master plan for review and comment by the Division.

E. The Recipient shall provide one (1) near bid-ready (approximately 90 percent) set of site work drawings and specifications for review and comment by the Division. The site work documents shall include site survey information, landscaping, civil and utility, and site access drive way and parking area location drawings and shall be signed by the applicable registered or licensed design professional(s) of record.

F. The site work documents shall demonstrate that the future new DBSPWFBE meets the requirements set forth in Scope of Work Item III.F. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

G. The Recipient shall provide the Division with a copy of photographs of preconstruction site conditions, photographs documenting site work progress and photographs of completed site work; final or as-built site work drawings and specifications with signature of designer(s) of record; and letter from civil engineer of record certifying that work meets specifications of design, or a copy of CO issued by the AHJ.

V. DELIVERABLES

Reimbursement for project costs shall be based on the percentage of completion of the project. Any request for reimbursement shall provide adequate and complete source documentation to support all costs related to the project. In some cases, the project may not be fully complete prior to requesting reimbursement of costs incurred toward completion of this scope-of-work; therefore, a partial reimbursement may be requested. For full or partial reimbursement requests, the Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.

A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all the agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, *Application and Certification for Payment*, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, *Continuation Sheet*, or a comparable form approved by the Division.

VI. FINANCIAL CONSEQUENCES

If Recipient fails to comply with any term of the grant, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Withhold further funding; or,
4. Take other remedies that may be legally available.

VII. SCHEDULE OF WORK

A. By March 31, 2026, the Recipient shall provide the Division with Task Product IV.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

B. By March 31, 2026 and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline and submit an invoice for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation table referenced in Task Product IV.A.

C. By mutually agreed upon date(s), the Recipient shall provide the Division with Task Products IV.B through E, and Deliverables V.A and B (as applicable) for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

D. By June 30, 2028, the Recipient shall provide a copy of the certificate of occupancy or completion or other appropriate written acceptance of completed work, or certification letter from the civil engineer showing that work meets specifications of design, close-out documentation and final payment invoice.

Table SW-1. Initial Timeline and Estimated Reimbursement Allocation Schedule

Project Name: City of Daytona Beach Shores Public Works Facility Building Expansion

PROJECT PHASE	Start Date	End Date	DEM Funds (FY 2025-2026)	Other Funds
Board Contract Approval				
Initial Payment of 20% in first quarter (if requested)				
Architectural & Engineering Services Firm Selection				
Site Survey and Soil Testing				
Spatial Needs Assessment				
Preliminary Design, 80% complete				
Preliminary Design, 100% complete				
Regulatory Review				
Bid Document(s) Development & Award				
Notice to Proceed/Mobilization				
Construction Project Management & Special Inspections				
Civil/Site Work Phase				
Construction 25% Complete				
Construction 50% Complete				
Construction 100% Complete				
Administrative Fees; maximum of 5%				
Sub-Totals			\$900,000.00	
TOTAL Estimated Project Cost				

A/E - Architectural and Engineering; DEM – Division of Emergency Management; FY - Fiscal Year



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 3, 2026 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Madie McCallister, Community Information Coordinator
PREPARED BY: Madie McCallister, Community Information Coordinator
SUBJECT: City Sponsorship Policy

SYNOPSIS:

This Sponsorship Policy establishes clear guidelines for accepting and managing sponsorships to ensure transparency, fairness, and alignment with the city's values while protecting the public interest.

FISCAL IMPACT STATEMENT:

None

BACKGROUND:

This Sponsorship Policy establishes clear guidelines for accepting and managing sponsorships to ensure transparency, fairness, and alignment with the city's values while protecting the public interest. It outlines City Sponsorship (support) as waiver of fees, use of the City seal, assistance in advertising, etc without creating a fiscal burden on the tax payers. This policy aligns with existing documents, including 'City of Daytona Beach Shores Community Center Facilities Use Operations Manual', 'Ord. No. 94-11, § 1, 7 13 94 (Special Event Ord)', 'Chapter 16 ¾ – Special Events of the City Code', and 'Ord. No. 2001-20 (Use of the City Seal)'.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the Sponsorship Policy.

SUGGESTED MOTION:

ATTACHMENT: 1. Sponsorship SOP _ Final



CITY OF DAYTONA BEACH SHORES

Applies to: This policy applies to all external entities, whether public or private, that seek in-kind support from the City of Daytona Beach Shores, including requests for staff assistance, equipment use, advertising methods, use of the City Seal or other non-monetary City services associated with hosting an event or program.

I. Purpose:

The purpose of this Sponsorship Policy is to establish clear, consistent guidelines for providing City in kind support to external organizations that host public events or programs benefiting the Daytona Beach Shores community. This policy ensures transparency, fairness, and alignment with City priorities while safeguarding the City’s reputation and resources.

II. Definition of Sponsorship:

A sponsorship is the provision of in-kind services by the City of Daytona Beach Shores (“City”) to an eligible external entity. In exchange, the recipient must:

- Acknowledge the City’s contribution in event materials or announcements, and
- Grant the City the right to associate its name, products, or services with the event or program.

The City Commission retains the sole discretion to approve or deny any sponsorship request.

III. Eligibility Requirements:

a. Eligible Organizations

Applicants must be:

- Nonprofit organizations incorporated under 26 U.S.C. § 501(c)(3) or § 501(c)(6) with a primary place of business within Daytona Beach Shores;
- For-profit businesses incorporated in Florida with a primary place of business within Daytona Beach Shores; or
- Any other entity that the City Commission determines, at its sole discretion, to provide a clear benefit to the residents of Daytona Beach Shores.

Individuals are not eligible for sponsorship.

b. Eligible Events/Programs

Events or programs must:

- Be open to the general public
- Occur within Daytona Beach Shores or on City-owned property
- Demonstrate a clear benefit to Daytona Beach Shores residents
- If the event involves the sale or service of alcoholic beverages, the organizer must obtain a Temporary Liquor License (DBPR ABT-6003).
- If the event is held at the City of Daytona Beach Shores Community Center, the organizer must also comply with all requirements outlined in the City of Daytona Beach Shores Community Center Facilities Use Operations Manual.

IV. Sponsorship Limitations:

a. In Kind Services Only

The City will not provide monetary contributions. Sponsorships consist solely of in kind services, which may include waiver of:

- Staff time
- Facility Rental fees
- Equipment use
- City owned advertising channels (website, social media, print)
- Sign Permit fees
- Use of the City Seal

b. Maximum Value

- In kind services are subject to the availability of City personnel and equipment.
- The City Manager may approve, deny, or approve a request in part, based on the needs of the event and the availability of City resources.

V. Evaluation Criteria:

Applications will be evaluated based on:

- Alignment with the City's Strategic Plan
- Demonstrated public benefit
- Potential economic benefit to the community
- Positive contribution to the City's image
- Applicant's past performance and reliability (if applicable)

VI. Application Requirements:

Applicants must submit a completed sponsorship application to the Community Engagement Director. The application must clearly include:

- A detailed description of the sponsorship request
- The date of the event or program for which sponsorship is being requested
- Disclosure of any prior sponsorship requests submitted by the applicant
- Identification of any additional sponsors, including the type and value of support they are providing
- An IRS determination letter (for nonprofit applicants)

Applications are considered complete only when all required information and documents have been submitted.

VII. Application Deadline:

To ensure adequate time for review, applications for events/programs held on City owned property/private property must be submitted no later than 60 days prior to the event date, as defined in Ord. No. 94-11, § 1, 7 13 94. Exceptions may be made for rental of the Community Center.

VIII. Special Event Permit Requirement:

All sponsored events must obtain a City Special Event Permit, unless held on Volusia County or School Board property. Special Event Permit applications must be submitted at least 60 days prior to the event, consistent with the deadline established in Section VII to ensure adequate time for review.

All rules and regulations governing the conduct of special events must adhere to those set forth under Ord. No. 94-11, § 1, 7-13-94, and applicants hosting special events must comply with any and all applicable provisions of Chapter 16 ¾ – Special Events of the City Code.

IX. Use of the City Seal

Use of the official City Seal is governed by Ordinance No. 2001-20. Approval of a sponsorship request may include authorization for the applicant to utilize the City Seal solely for advertising and promotional materials related to the specific event approved by the City Manager.

Authorization to use the City Seal is not automatic and will be determined on a case-by-case basis as part of the sponsorship review process. Each event requires a separate sponsorship application, and approval or denial of City Seal use for one event does not grant or imply approval for any future events.

If authorized, use of the City Seal must:

- Be limited to materials promoting the approved event only
- Comply with all requirements of Ordinance No. 2001-20
- Not be altered, distorted, or used in a manner that implies City endorsement beyond the approved sponsorship
- Be accompanied by submission of a copy of all advertising or promotional materials containing the City Seal to the Public Information Officer for City use and recordkeeping

Unauthorized use of the City Seal, or use beyond the scope of the approved event, is prohibited and subject to the penalties established in Ordinance No. 2001-20.

X. Review and Approval Process:

a. Submission

All sponsorship applications must be submitted directly to the Community Engagement Director.

b. Review by Community Engagement Director

The Community Engagement Director will:

- Review the application for completeness
- Evaluate the application using the criteria in Section V
- Notate in the agenda item whether the application meets or does not meet the evaluation criteria
- Prepare a formal agenda item for City Commission consideration, when required

c. City Manager Approval

- The City Manager will review the application and approve or deny the sponsorship request.
- The City Manager has final authority over all sponsorship decisions.
- Approved sponsorships will be announced following City Manager decision.
- Failure to hold the event as described will result in forfeiture of sponsorship support and may result in disbarment from eligibility for future sponsorship for a minimum period of 12 months



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 3, 2026 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Nancy Maddox, Recreation Director
PREPARED BY: Nancy Maddox, Recreation Director
SUBJECT: Celebration of the USA's 250th Birthday

SYNOPSIS:

On July 1, 2026, the City will commemorate the 250th anniversary of the United States with a special community celebration recognizing this historic milestone. The event will feature a brief patriotic play highlighting key moments in our nation's founding, followed by a luncheon for residents. This observance is intended to honor the nation's legacy while providing an opportunity for residents to come together in celebration and reflection.

FISCAL IMPACT STATEMENT:

This event has been approved in the current budget.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: None



CITY COMMISSION AGENDA MEMORANDUM FEBRUARY 3, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission
FROM: Madie McCallister, Community Information Coordinator
PREPARED BY: Madie McCallister, Community Information Coordinator
SUBJECT: Overview of Communication Channels, Survey Software Options and Board History

SYNOPSIS:

This agenda item provides a high-level overview of the City's existing communication channels, recent growth and potential improvements, and a general overview of pre-existing boards.

FISCAL IMPACT STATEMENT:

The presented options are not included in the current year budget and would require a budget amendment.

BACKGROUND:

Existing Communication Channels & Growth (Last 90 Days)

The City currently communicates with residents and businesses through the following channels:

- City Website
- Social Media Platforms (Facebook and Instagram)
- Monthly Coffee with the Mayor events
- Phone, Email and In-Person Communication
- Print Media, including the Pelican Newsletter

Over the past 90 days, digital engagement has increased, including:

- Instagram Views: +183%
- Instagram Followers: +25 new followers
- Facebook Views: +163%
- Facebook Followers: +138 new followers

Pelican newsletter distribution has increased from approximately 1,200 to 3,600 mailed locations, with copies available at City Hall and the Community Center, as well as a digital version accessible through the City website.

Coffee with the Mayor is a well-attended monthly event which all department heads attend to provide residents with an opportunity to address questions, comments and concerns directly to the proper channel. In January 2026, over 100 residents attended.

Extended Outreach & Survey Opportunities

Expanded outreach through resident surveys would be a sufficient evolution of existing communication channels. Survey delivery methods evaluated include paper, online, and a hybrid approach, with the hybrid model recommended to maximize participation and accessibility.

When conducting large-scale surveys, staff must comply with Florida public records laws. Free platforms such as SurveyMonkey and SurveyPlanet represent the lowest-cost option but are not designed for municipal recordkeeping and are the lowest-rated in staff's recommendation. Municipal-focused platforms such as ZenCity, an ICMA-recommended tool used by more than 350 government agencies, including the City of DeLand, are designed for compliance and data management, with annual costs ranging from \$20,000 to \$40,000, depending on population and selected features.

For paper-based outreach, a fold-over (double-sided) mailer through the City's existing print vendor is quoted at \$0.27 per unit, totaling approximately \$972 in printing costs, with an additional estimated postage cost of \$2,600 for the 3,600 addresses currently on file that receive the Pelican newsletter (total estimated cost: \$3,572). To expand distribution to every address in Daytona Beach Shores, estimated costs would increase to approximately \$1,356 in printing and \$3,600 in postage, for a total estimated cost of \$4,956.

Board History & Deconstruction

Boards dissolved or restructured through the adoption of Ordinance No. 2019-05 by the City Commission included the transition of the resident-appointed Code Enforcement Board to a Special Magistrate model, consistent with best practices utilized throughout the local area, as well as the Culture & Entertainment Board, Board of Adjustments, Beautification Board, and Parks & Recreation Board. Ordinance No. 2019-05 was adopted on June 25, 2019.

Any board, commission, committee, or similar body is subject to Florida Sunshine Law compliance, which requires properly noticed meetings and staff support. At a minimum, meetings require the presence of two staff members, including the City Clerk and a department-specific representative serving in an advisory capacity. While the formation of a new board typically involves minimal direct financial cost, staff time and administrative support should be considered a soft cost when evaluating board creation or restructuring.

LEGAL REVIEW:

RECOMMENDATION:

Staff seeks Commission input regarding survey opportunities, preferred delivery methods, and potential investment in municipal-focused survey software to enhance community engagement and maintain compliance with public records requirements, should the Commission wish to poll the community regarding interest in the potential reestablishment of previously dissolved boards.

SUGGESTED MOTION:

Hybrid Survey Approach

I move to approve a hybrid survey approach utilizing both print and online methods, contingent upon final costs associated with ZenCity, with total costs not to exceed \$50,000.

Print-Only Survey

I move to approve a print-only survey, with total costs not to exceed \$5,500.

Online-Only Survey

I move to approve an online-only survey, contingent upon final costs associated with ZenCity, with total costs not to exceed \$40,000.

No Action requires no motion.

- ATTACHMENT:**
1. Foldover Postcard Mailer _ ESTIMATE _
 2. Mailer Postage _ ESTIMATE _
 3. ord 2019-05 board reorganization



Estimate

12/08/2025

Creative Printing & Publishing 2300 Old Lake Mary Rd, Sanford FL, 32771
 Phone: 407-302-9147, Fax:407-322-1680, E-Mail: estimating@cpponline.com

Estimate # **18890**
 Sales Rep **Carlos Urick**
 CSR
 Estimator
 Customer Phone **386.271.0264**
 Customer Fax

City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, Florida 32118

Attn: Maddie

Description: Presort Standard Foldover Postcard Mailer

4 Pages, 4/4, 8.5 X 5.5, on 100 # White Gloss Cover, Score/Perf, Proofs: Digital, Blue Line, Fold To: Book, Trim, Tab, inkjet and mail. Postage is additional

Quantity	Total Price	Cost/Unit	Total Wt
5,000	\$1,356.00	\$0.2712	

Wt/Piece/Part	Total Wt each all Parts	#
	Total Wt all Parts / M	#

Accepted: City of Daytona Beach Shores _____
 Please Circle selected quantity:

Creative Printing & Publishing By: _____

This quotation is subject to the following terms and conditions, and is in accordance with the Printing Industry Standards. All quantities are subject to a 10% over or under quantity and such overs and unders within 10%, shall be billed at the above plus/minus rate indicated in the quote, unless specified in the original request that the minimum quantity is a requirement. Also, orders over \$5000 may require a deposit. The client further agrees that in the event of a dispute that such claim shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. It is also important that the client carefully review the final proof, as electronic translation errors may occur, for which we shall be held harmless. A 2% premium will be charged for all credit card transactions over \$500.

USPS Marketing Mail

X Part D

Automation Flats

Flats 4 oz. (0.25 lbs.) or less

Entry	Price Category	Piece Price	No. of Pieces	Pieces Subtotal	Subtotal Postage	Discount Fee Total*Total	Total Postage
NONE	D4 Mixed ADC	1.1850	10	11.8500	11.8500	0.050	\$ 11.8000
DSCF	D5 5-Digit	0.7320	3,458	2,531.2560	2,531.2560	17.290	\$ 2,513.9660
	D6 3-Digit	0.9480	17	16.1160	16.1160	0.085	\$ 16.0310

Part D Total

\$ 2,541.7970

X Part D

Full Service Intelligent Mail Option

Price Category

D19 DISPLAY ONLY - Flats - Number of Pieces that Comply 3,477 x \$0.005

17.385

* May contain both Full Service Intelligent Mail and other discount.

Part D Discount

\$ -17.3850

X Part E

Nonautomation Flats

Flats 4 oz. (0.25 lbs.) or less

Entry	Price Category	Piece Price	No. of Pieces	Pieces Subtotal	Subtotal Postage	Discount Fee Total*Total	Total Postage
DSCF	E5 5-Digit	0.8310	8	6.6480	6.6480		\$ 6.6480

Part E Total

\$ 6.6480



**UNITED STATES
POSTAL SERVICE®**

This form may be generated as the output of address matching processing using CASS Certified™ software in conjunction with current USPS® address database files. Any facsimile must contain the same information in the same format as the printed form.

See DMM® Section 602 for more information.

CASS™ Summary Report

A. Software			
CASS A1	1. CASS Certified Company Name	2. CASS Certified Software Name & Version	3. Configuration
	4. Z4Change Certified Company Name	5. Z4Change Certified Software Name & Version	6. Configuration
	7. eLOT® Certified Company Name	8. eLOT Certified Software Name & Version	9. Configuration
MASS A2	1. MASS™ Certified Company Name	2. MASS Certified Software Name, Version & Model No.	3. Configuration
			4. MLOCR Serial No.

B. List		
1. List Processor's Name	2. Date List Processed	3. Date of Database Product Used
	a. Master File	a. ZIP + 4® File
	b. Z4Change	b. Z4Change
	c. eLOT	c. eLOT
	d. CRIS	d. CRIS
4. List Name or ID No. (If using ID No., number must start with ID #)	5. Number of Lists	6. Total Records Submitted for Processing

C. Output							
Output Rating	1. Total Coded	2. Validation Period		Output Rating	1. Total Coded	2. Validation Period	
		From	To			From	To
a. ZIP + 4/DPV Confirmed ▶				c. 5-Digit Coded ▶			
b. Z4Change Processed ▶				d. CRRT Coded ▶		From	To
				e. eLOT Assigned ▶		From	To

D. Mailer		
I certify that the mailing submitted with this form has been coded (as indicated above) using CASS Certified software meeting all of the requirements listed in the DMM Section 602.		3. Name and Address of Mailer
1. Mailer's Signature	2. Date Signed	

E. Qualitative Statistical Summary (QSS)						
For informational Purposes Only: QSS is solely made available for the list processor's review and analysis. This information is not to be considered by the U.S. Postal Service® personnel in determining rate eligibility under any circumstances. See reverse for a detailed explanation.						
High Rise Default	High Rise Exact	RR Default	RR Exact	LACS ^{Link} ®	EWS	Suite ^{Link} ®

Privacy Notice: For information regarding our Privacy Policy, visit USPS.COM®.

Report: USPS Qualification Report
Entry: SCF ORLANDO FL 328
Sort: Standard Mail Cosacked Flats - 705.9.3

Mailer: NICOLE WESTON
Mail ID: 2025-2026 mailing list 20251216 09:47:25
Date: 12/16/2025

Edition:

CONTAINER INFO				PKG/GRP INFO		RATE CATEGORY INFORMATION															Running Total		
No.	Total	Level	ZIP	No.	Destination	Zone	WS	HDP	HD	CR	5B	5D	3B	3D	AB	AD	MB	MD	BB	BS	Prsrt		
											3458	8	17										3483

RATE SUMMARY

Automation 5-Digit (5B)	3,458
Automation 3-Digit (3B)	17
Presorted 5-Digit (5D)	8
GRAND TOTAL	3,483

**STANDARDIZED DOCUMENTATION
STANDARD MAIL COSACKED FLATS**

SMARTADDRESSER 5.11.00.3.3.9470.23161

Report: USPS Qualification Report
Entry: ORLANDO FL 32803
Sort: Standard Mail Cosacked Flats - 705.9.3

Mailer: NICOLE WESTON
Mail ID: 2025-2026 mailing list 20251216 09:47:25
Date: 12/16/2025

Edition:

CONTAINER INFO				PKG/GRP INFO		RATE CATEGORY INFORMATION															Running Total		
No.	Total	Level	ZIP	No.	Destination	Zone	WS	HDP	HD	CR	5B	5D	3B	3D	AB	AD	MB	MD	BB	BS	Prsrt		
12	10	MADC	328	1	M328												10						3493
																	10						3493

RATE SUMMARY

Automation Mixed AADC (MB)	10
■ GRAND TOTAL	10

ORDINANCE 2019-05

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO PROCESSES, MEETING NOTICES, AGENDAS, OPEN GOVERNMENT AND MINUTES PERTAINING TO CITY BOARDS, COMMISSIONS OR COMMITTEES; PROVIDING FOR THE AMENDMENT OF SECTION 2-8, SECTION 14-62 THROUGH SECTION 14-64 AND SECTION 14-68 AND THE REPEAL OF SECTIONS 5-15, SECTION 8½-31 THROUGH SECTION 8½-34, SECTION 2-51 THROUGH SECTION 2-53 AND SECTION 14-70 OF THE CITY CODE OF THE CITY OF DAYTONA BEACH SHORES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PROCESSES AND PROCEDURES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS AND RESPONSIBILITY FOR IMPLEMENTATION; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Daytona Beach Shores as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 166, *Florida Statutes*, and other applicable controlling law; and

WHEREAS, in this Ordinance, when text is being amended, ~~strikethrough text~~ represents deletions from the current text of the *Code of Ordinances of the City of Daytona Beach Shores* while underlined text represents deletions.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA THAT:

SECTION ONE: LEGISLATIVE AND ADMINISTRATIVE FINDINGS AND INTENT.

(a). The City Council of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) set forth herein as the legislative

Underlined text is added language to *City Code* and ~~strikethrough text~~ is deleted language to *City Code*.

When all new text is presented, no underlining is shown.

and administrative findings and intent of the City Council.

(b). The City Council of the City of Daytona Beach Shores hereby reaffirms its commitment to being a government that operates “in the Sunshine” for the benefit of its citizens and the general public.

(c). The provisions of this Ordinance are enacted pursuant to the statutory and home rule powers of the City of the City of Daytona Beach Shores to establish and maintain the appropriate operations of City to ensure the utmost engagement of the public in City decision making processes and transparency of actions for the benefit of the public.

(d). The City Council of the City of Daytona Beach Shores appreciates the public service provided by the members of the various City boards, commissions and committees and desires and directs that such bodies operate under normative and consistent administrative processes and procedures and receive the training and support that they require in order to accomplish the role and function of local government assigned to each such body.

(e). The City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

SECTION TWO. SUBSTANTIAL REVISION AND AMENDMENT TO SECTION 2-8, CODE OF ORDINANCES OF THE CITY OF DAYTONA BEACH SHORES RELATING TO ORGANIZATIONAL PROVISIONS PERTAINING TO CITY BOARDS, COMMISSIONS OR COMMITTEES. Section 2-8 of the *Code of Ordinances of the City of Daytona Beach Shores* is amended to read as follows:

Sec. 2-8. - General provisions relating to City Council appointed boards, commissions and committees and ~~Council~~ appointments.

(a). Applicability. This section applies to all boards, commissions or committees, except to the extent otherwise specified in Federal or State law or otherwise provided in this

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Code. This Section shall not apply to any City canvassing board, as may be established from time-to-time, or any ad hoc City staff committee or ad hoc group of citizens accomplishing a specific purpose, but not acting in a governmental collegial nature; provided, however, that the provisions of State law relative to public records, public meetings, public notices, participation by the public, the creation and approval of minutes and similar procedural requirements shall be applicable as to all City activities involving collegial decision making or recommendations.

(b). *Positions; qualifications; residency.* Each member shall be appointed to a specific numbered position by the City Council. No member may be a paid or elected official or employee of the City. Absent a controlling provision in Federal, State, County or City law, ordinance, rule or regulation, every appointee must, at the time of appointment, be a resident of the City and an elector of Volusia County; provided, however, that this requirement may be waived by a fourth-fifths vote of the City Council if it is found in the best interests of the City to do so. A member who ceases to meet a requirement for qualification, shall be deemed to have resigned upon the failure to maintain the qualification for office and shall be replaced at any time thereafter by the City Council, but may continue to serve on an interim basis until a successor is qualified and appointed if the member's interim service is approved by a fourth-fifths vote of the City Council.

(c). *Terms.* Each position shall have a 3-year term of office with each beginning on October 1 of a calendar year. Each member appointed shall serve for the specific term, or the unexpired portion thereof, of the specific position to which the member is appointed. A qualified member shall also serve after the expiration of a term of office until a successor is appointed.

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(d). *Vacancies.* In the event of death, resignation, removal from office or any other vacancy, a successor shall be appointed to serve the remaining unexpired portion of the specific term of office of the vacant position.

(e). *Removal.* The City Council may, by majority vote, remove a member for cause upon written charges after notice and public hearing by reason of (i) 3 unexcused absences within a 12-month period as determined by the City Council or (ii) misfeasance, malfeasance or dereliction of duty or such other conduct that provides for removal under a controlling provision of law.

(f). *Officers.* The City Council may, from time-to-time, designate one member as the presiding officer who shall serve until another presiding officer is designated. A chairperson and vice-chairperson shall be elected from the members at the first meeting of each calendar year and may serve in that capacity for no more than 2 consecutive terms unless service of more consecutive terms are approved by a fourth-fifths vote of the City Council.

(g). *No compensation.* Members shall receive no compensation for their services, but may be reimbursed for travel and other expenses associated with their duties.

(h). *Quorum.* A quorum is half the number of the voting membership, including alternate members who are participating as voting members, of the board, commission or committee. The only appropriate action in the event of a non-quorum is to continue the meeting; provided, however, that the attending members of the body may discuss matters of a non-quasi-judicial nature and matters that are not, and will not be, the subject of a noticed public hearing. Continuances of meetings and hearings may be accomplished administratively without the vote

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of a quorum due to inclement weather conditions, emergency circumstances and administrative necessity when the Chairperson of the body concurs in such action proposed by City staff and, in such circumstances, a designated member of City staff shall attend the meeting, if possible, and announce a continuance of the meeting or hearing to a date that is approved by the Chairperson. In the event of the unavailability of the Chairperson to make decisions as set forth in this Subsection, the Vice-Chairperson or, if no Vice-Chairperson is in office, the member with the longest service on the body shall make such determinations. In the event of a continuance under the provisions of this Subsection, City staff shall take all reasonable and appropriate actions to notice the meeting or hearing and to ensure that all affected parties are advised of the new date of the meeting or hearing.

(i). Term limits. No member shall serve more than 3 consecutive terms on the same board, commission, or committee unless service of more consecutive terms are approved by a fourth-fifths vote of the City Council.

(j). Absences. Each regular member and each alternate member shall notify the designated City staff liaison when it is anticipated that the member will be absent from a meeting. At the meeting, the body may vote to excuse the absence provided that the staff liaison was notified at least 24 hours prior to the scheduled meeting; provided, however, that less notice will be acceptable in the event of exigent circumstances facing the member and causing the absence.

(k). Alternate members. In addition to appointing regular members, the City Council may also appoint alternate members in such numbers as it deems appropriate to serve in the

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event of absences by regular members. Alternate members shall have all of the rights and privileges of regular members and shall be subject to the same requirements as regular members. Alternate members may attend all meetings of the body to which appointed, but may only vote when filling the position of an absent member either for an entire meeting or a particular vote or set of votes at a meeting depending upon the duration of the absence of a member; provided, however, that once a member is absent from a meeting, that member shall not regain his or her seat on the body unless a quorum is lacking in the meeting subsequent to his or her absence. Alternate members shall not participate in the debate on matters that are quasi-judicial in nature when not sitting as a voting member, but the chairperson, in his or her discretion, may permit participation of alternate members when matters are advisory in nature. Alternate members may serve in the absence of a member of the body whether for an entire meeting or for a particular vote or set of votes at a meeting. If more than one alternate is appointed to a body, they shall serve in a rotational method or by means of the order of appointment if no rotation has been established with the first appointed alternate member serving first. It is the duty of members to advise the staff liaison of their expected absence from a meeting as early as possible.

(l). *Method of creation.* Advisory bodies shall be created by resolution as opposed to ordinance except in unusual circumstances or in the event that controlling law requires otherwise.

(m). *Rules of procedure.* All proceedings shall be guided by the latest edition of Roberts Rules of Order in a manner which allows the body to function in an organized manner, but without technical adherence thereto. Motions for reconsideration may only be heard at the

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next session of a body occurring after the meeting at which the vote desired to be reconsidered occurred. Any member of the body, regardless of whether he or she voted at the prior meeting, may move for reconsideration provided that such moving member did not vote on the non-prevailing side at the prior meeting with regard to such vote. If a matter that was determined at an advertised public hearing is later determined to be reconsidered, public notice shall be published consistent with the requirements that were applicable when the vote that is to be reconsidered was taken and an explanation of the reconsideration process shall be incorporated into the public notices relating to the matter.

(n). *Bylaws; applicable laws.* Unless otherwise empowered by Federal, State, County or City law, ordinance, rule or regulation, no bylaws shall be adopted by the body and matters within the jurisdiction of the body shall be implemented in accordance with the provisions of the creating *City Code* provision, ordinance or resolution. The provisions of Florida law relating to public records, public notices, participation by the public, the creation and approval of minutes and public meetings shall apply to all City board, commissions and committees except to the extent explicitly provided otherwise in state law. If Federal law requires certain processes and procedures, then the board, commission or committee subject to such requirement, shall ensure that full compliance is maintained. All actions and activities of each body shall be accomplished in full compliance with the requirements of open and transparent government under the guidance of the City Attorney who shall also guide and direct adherence to the requirements of law relative to quasi-judicial proceedings of all bodies. The City Clerk shall endeavor to maximize public notice of meetings and hearings of the City as well and public information relative to the

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actions taken at such meetings and hearings to include, but not be limited to, the use of technology for the provision of notices and records relating to the boards, commissions or committees of the City insofar as practicable.

(o). Staff support; compliance with controlling law. The City Manager shall provide staff support and other operational support to a board, committee or commission consistent with a determination as to the needs of the body and the availability of staff and other resources. The City Attorney shall provide legal guidance to all boards, committees, and commissions to ensure that each body, in accordance with the processes and procedures promulgated by the City Clerk, provides approved and executed minutes for each meeting, that all agendas and minutes comport with controlling law, that public participation is allowed in all appropriate circumstances and that the controlling provisions of law relating to open government are honored and respected. The City Manager shall be responsible for appointing a City staff liaison for each board, commission or committee. Designated staff liaisons are authorized to provide support and assistance for each board, commission or committee, including expenditures budgeted for that purpose. The City Council may require a report of the activities of a body at any time.

(p). Permanent bodies. The following board of the City of Daytona Beach Shores currently exists in accordance with the provisions of this Code and other controlling law: Planning and Zoning Board.

(q). Other bodies. Other boards, committees, and commissions, by whatever name (such as task forces) may be created or appointed from time-to-time under authority of the City Council and their actions shall be subject to the provisions of this Code and controlling State law

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relative to the noticing of hearings/meetings and the maintenance of minutes of such activities unless the body is an ad hoc body of volunteers functioning in a manner which operates a program or event.

(r). Transitional provision; repealers; amendments.

(1). Commencing on the effective date of this Ordinance, all members of City bodies shall continue to serve in their appointed capacity. If consistent with the requirements of State law, each appointed member whose appointment is made after the term of a current member concludes, shall be appointed for a term of office which terminates on September 30 of a year and, in the event that a term in excess of the normative term is necessary to provide for such termination date with the appointee serving a full term, then the initial term of appointment to establish such termination date shall be for a term in excess of the normative term duration which will end on the following September 30. It is permissible if the result of this transitioning provision results in non-staggering terms notwithstanding any other provision of the City Code to the contrary.

(2). All provisions of Section 5-15 of the Code of Ordinances of the City of Daytona Beach Shores relating to the Beautification Advisory Board are hereby repealed; provided, however, that the members of that Board shall continue in service as the Public Arts and Beautification Committee as created by resolution of the City Council. Further, all provisions of the Code of Ordinances of the City of Daytona Beach Shores are hereby repealed which relate to the Board with regard to land development regulation within the City.

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(3). All provisions of Section 8½-31 through Section 8½-34 of the Code of Ordinances of the City of Daytona Beach Shores relating to the Culture and Entertainment Board are hereby repealed and all funds appropriated to that Board, which are not encumbered, shall be transferred to fund the programs and projects of the City's Community Center.

(4). Section 2-51 through Section 2-53 of the Code of Ordinances of the City of Daytona Beach Shores relating to the Planning and Zoning Board are hereby repealed; provided, however that the following Sections of the Code of Ordinances of the City of Daytona Beach Shores are amended as follows:

Sec. 14-62. - Creation of the planning and zoning board.

The City Council establishes a planning and zoning board which shall consist of seven ~~(7) five (5)~~ members to be known as "The Daytona Beach Shores Planning and Zoning Board." The jurisdiction of the said planning and zoning board shall be throughout the incorporated areas of the City. ~~The board members shall be appointed for a term of three (3) years and shall serve at the pleasure of the city council; provided, however, that initial appointments shall be made as follows: two (2) members shall be appointed for a term of one (1) year; two (2) members shall be appointed for terms of two (2) years; and one (1) member shall be appointed for a term of three (3) years. Not less than three (3) board members shall be residents of Daytona Beach Shores and the remaining regular and alternate members must directly or indirectly own real property in the City. In the event an appointed member moves outside the City which results in less than three (3) resident members or a nonresident member no longer directly or indirectly owning real property in the City, a vacancy shall be said to exist and a reappointment to such position made.~~

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~~The City Council may appoint two (2) alternate members to the Planning and Zoning Board, who shall serve three (3) year terms. Alternate members shall be governed by section 2-8 of the Code of Ordinances, including the two (2) consecutive term limitation. Alternate members attending a board meeting shall have the right to participate as a regular member except that an alternate member cannot vote unless the alternate is sitting for an absent or disqualified regular member. Alternate members not sitting at the dais for an absent or disqualified regular member, shall sit at the staff table during the board meeting.~~

Sec. 14-63. -Planning and zoning Zoning board functions, powers and duties.¹

The functions, powers and duties of the planning and zoning board shall be as follows:

1. Acquire and maintain such information and materials as are necessary to an understanding of past trends, present conditions and forces at work to cause changes in these conditions. Such information and material may include maps and photographs of manmade and natural physical features of the area concerned, statistics on past trends and present conditions with respect to the population, property values, economic base, land use, environmental impact and such other information as is important or likely to be important in determining the amount, direction and kind of development to be expected in the area and its various parts and necessary protection therefor.

2. Recommend principles and policies for guiding action in the development and protection of Daytona Beach Shores.

¹ At second reading of this Ordinance, the City Council transferred the provisions of Section 14-69 to this Section and assigned the powers, duties and responsibilities of the former Board of Adjustments to the Planning and Zoning Board. Section 14-69 shall be, accordingly, deleted by the Code Codifier.

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3. Hear requests, whether initiated by the commission or otherwise, for creation of new zoning classifications or changes or amendments in the zoning regulations or zoning classifications, or for new or different uses in any zoning classification, and to make recommendations to the City Council concerning the same.

4. Serve as the City's Local Planning Agency pursuant to Section 163.3174, *Florida Statutes*, and have all powers set forth therein.

5. Hear and decide such special exceptions as specifically authorized under the terms of the zoning regulations; to decide such questions as are involved in the determination of when special exceptions should be granted; and to grant special exceptions with appropriate condition and safeguards or to deny special exceptions when not in harmony with the purpose and intent of this ordinance or any regulation enacted under the authority of the *Land Development Code*.

6. To act as the Fire Code Board of Adjustment and Appeals having the power to hear appeals of decisions and interpretations of the Fire Marshal and to consider alternatives to the *Florida Fire Prevention Code*. Such decisions shall be based on whether the alternatives or interpretations being appealed provide for relates to special situations arising from historic, geographic or unusual conditions; or if the alternative requirements result in a level of protection to life, safety or property equal to or greater than the applicable minimum fire safety standards. Decisions shall be rendered at the hearing and shall include the reasons for the decision. Such decisions shall be final, but subject to such remedy as may be available at law or in equity. All appeals granted must be exercised within six (6) months of the order or they shall be

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automatically deemed null and void. One (1) six (6) month extension may be granted by the Board if a written request for an extension has been submitted to the City in writing prior to the expiration of the six (6) month period.

7. In terms of exercising its authority under the provisions of the *Land Development Code*, the Planning and Zoning Board shall adhere to the following:

a. In granting any special exceptions the Board shall find that such grant will not adversely affect the public interest.

b. In granting any special exception, appropriate conditions and safeguards may be imposed which are consistent with the protection of the public health, safety, morals or general welfare. Violation of such conditions and safeguards when made a part of the development order under which a special exception is granted shall be deemed a violation of the *Land Development Code*.

c. The Board may prescribe a reasonable time limit within which the action for which the special exception is required shall be begun or completed or both.

d. The following standards shall be applicable in determining whether the Board shall grant or deny a special exception:

i. The grant of a special exception shall be in harmony with the purpose and intent of the *Land Development Code*, particularly those applicable to the zoning classification in which the special exception is located.

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ii. The Board may not grant a special exception unless the applicant has demonstrated his compliance, or ability to comply with, the conditions imposed.

iii. The Board must find that the applicant has submitted sufficient evidence to assure that he, she, they or it is or will be able to comply with all requirements of the.

iv. The Board shall find that the proposed use will not generate an undue amount of traffic congestion which would tend to create a hazard or danger to the public or to persons in the vicinity from such use, or create a public nuisance.

v. The Board shall find that the special exception will not materially alter the character of the surrounding neighborhood or adversely affect the value of surrounding lands, buildings or natural resources.

vi. The Board shall find that the special exception will not adversely affect the natural environment, natural resources or scenic beauty, or give rise of any pollution of the air, land or water, or cause unnecessarily injurious heat, noise or odor.

8. The Planning and Zoning Board may authorize, after due public notice, the time and place of the meeting, and application upon a form prescribed by the Building Official, such variance or variances from the terms of the *Land Development Code* as will not be contrary to the public interest when, owing to special conditions, the literal enforcement of the provisions

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of the *Land Development Code* would result in unnecessary hardship or practical difficulty. Such variance application shall be heard only if it is presented by a person owning fifty-one (51) percent or more of the specific area of land involved or upon administrative application by the City; provided, however, that no lot coverage or maximum north-south width variance or variances may be granted from the terms of the T or RMF-1 zoning regulations:

a. To justify any variance, the applicant must demonstrate all of the following:

i. Special conditions or circumstances exist which are peculiar to the land, structure or building involved and which are not applicable generally to other lands, structures or buildings in the same zoning classification.

ii. The special conditions or circumstances do not result from the actions of the applicant and are not primarily economic or financial in nature.

iii. Literal interpretation or enforcement of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification under the terms of the *Land Development Code*.

iv. The variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation at issue.

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v. The variance sought will not authorize or extend any nonconforming use or other nonconformity with respect to the land or structures in question.

vi. The granting of the variance will be in harmony with the general intent and purpose of the *Land Development Code*, will not be injurious to the area involved or surrounding properties and will not authorize a use of the property not permitted by its zoning classification.

vii. The variance sought will be consistent with the City's Comprehensive Plan.

b. In granting any variance, the Planning and Zoning Board may prescribe appropriate conditions and safeguards in conformity with of the *Land Development Code*. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted shall be deemed a violation of the *Land Development Code*.

c. The Planning and Zoning Board may prescribe a reasonable time limit within which the action for which the variance is required shall be begun or completed, or both.

d. No nonconforming use of neighboring lands, structures or buildings in the same zoning classification and no permitted use of lands, structures or buildings in other zoning classifications shall be considered grounds for the authorization of a variance.

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9. The Planning and Zoning Board may hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by an administrative official in the enforcement of the *Land Development Code*.

10. Appeals of final decisions of the Planning and Zoning Board may be made to the City Council upon the filing of a written appeal detailing the asserted errors of the decision within thirty (30) days of the date of the rendering of the decision. Appeals shall be heard de novo.

Sec. 14-64. - General rules of procedure.

~~1. The board shall elect a chairman, vice chairman and secretary among its members.~~

~~2. The board shall meet at regular intervals to be determined by it in order to carry out its responsibilities, and at such other times as the board shall determine. It shall adopt such rules as are consistent with this ordinance for the transaction of its business and keep a properly indexed record of its resolutions, transactions, findings and determinations, which records shall be public. Such rules shall become effective upon approval of the City Council.~~

~~2. 3. The A quorum shall be necessary before the board can vote on any matter. A quorum shall consist of three (3) members. However the affirmative vote of three (3) members shall be required to take any action as to make any recommendation to the City Council.~~

~~4. The City Manager, or other designated alternate, shall be responsible for taking the minutes, maintaining the records and preparing reports for the Planning and Zoning Board.~~

(4). Section 14-70 of the *Code of Ordinances of the City of Daytona Beach Shores* relating to the Board of Adjustments is hereby repealed and Section 14-68 of the *Code of*

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Ordinances of the City of Daytona Beach Shores, relating to that Board, is hereby amended² to read as follows:

~~Sec. 14-68. Board of adjustments created; composition.~~

~~1. The Board of Adjustments shall be made up of five (5) members and such alternate members as appointed by the City Council. All members shall be appointed by the City Council. No member of the Board of Adjustments shall be a paid or elected official or employee of the City of Daytona Beach Shores. At least three (3) members of the Board of Adjustments shall be residents of the City of Daytona Beach Shores and the others shall be real property taxpayers of the City. The City Council may appoint not more than two (2) alternative members, designating them as such and these alternative members shall be residents or real property taxpayers of the City. These alternative members may act in the temporary absence or disability of any regular member or may act when a regular member is otherwise disqualified in a particular case that may be presented to the Board.~~

~~2. Members of the Board of Adjustments shall serve for overlapping terms of not less than three (3), nor more than five (5), years thereafter until their successors are appointed. One (1) member shall serve for five (5) years, two (2) members for four (4) years, and two (2) members for three (3) years. Any vacancy occurring during the unexpired term of office of any member shall be filled by the City Council for the remainder of the term. Such vacancies shall be filled within thirty (30) days after the vacancy occurs.~~

² The entirety of the provision was deleted by the City Council on second reading of this Ordinance.

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~~3. The Board of Adjustments shall elect a chair and a vice chair from among its members. The terms of all such officers shall be for one (1) year with eligibility for reelection without limitation.~~

~~**Sec. 14-70. Procedure, board of adjustments.**~~

~~The Board of Adjustments may establish such procedures as it deems necessary for hearing matters before it in accordance with the controlling provisions of law relative to administrative due process under the guidance of the City Attorney.~~

{Editor's Note: The following is the deleted text from the current Section 2-8}:

~~(1) Terms of office.~~

~~(a) Members shall serve with no limit to number of terms, subject to the approval of the city council for future appointments.~~

~~(b) A member shall not serve on more than one board at a time. A "board" shall mean any board created by the City of Daytona Beach Shores ordinances or resolutions.~~

~~(c) The term limitation set forth in subparagraph (a) above shall only apply to consecutive terms as a regular member of a board or as an alternate member of a board. Said term limitation shall not prohibit an alternate member from serving as a regular member or a regular member from serving as an alternate member even though the combined consecutive terms would exceed the above limitation.~~

~~(2) Attendance. The Charter of the City of Daytona Beach Shores governs the council's attendance as follows:~~

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~~"Absence from three consecutive regular meetings of the council shall operate to vacate the seat of a member unless a leave of absence is first granted by the council or such absence is excused by the council by motion setting forth the fact of such excuse, duly entered in the minutes."~~

~~The members of the board shall adhere to the same standards of attendance as stated for council members.~~

~~Board members shall submit a request for leave of absences or request for the excusal of absence to the city manager for placement on the council agenda when three absences are anticipated.~~

~~(3) — Chairman.~~

~~(a) — Each board shall annually elect its chairman and vice chairman from among its members. While preference should be given to those members who have had a minimum of one year's service on the board, the board may elect as its chairman a member with less than one year's service on the board. The chairman shall serve a term of one year and may not serve more than two consecutive terms as chairman on the same board.~~

~~(b) — The board chairman or his designee shall attend one monthly regularly scheduled meeting of the city council.~~

~~(c) — The chairman's duties shall also apply to the position of vice chairman when serving in the chairman's absence.~~

~~(4) — Orientation.~~

~~(a) — Upon acceptance of appointment to a city board or multi-jurisdictional board, each new board member shall be required to attend an orientation session. This orientation session will acquaint the new members with items such as, but not limited to the following:~~

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~~History and organization of city government and of the applicable city or multi-jurisdictional board;~~

~~Responsibilities of board members;~~

~~Explanation of "Government in the Sunshine" and Financial Disclosure Laws; and~~

~~Presentation of the city's growth management plan and its relationship to all boards.~~

~~(b) The city council encourages the departments and agencies providing guidance and staff support to each respective board or commission to provide initial and ongoing orientation assistance for the board members.~~

~~(5) Annual report. Each board shall prepare an annual report on its activities and provide said report to the city council by September 30th of each year.~~

SECTION THREE: IMPLEMENTING ADMINISTRATIVE ACTIONS.

The City Manager, City Clerk and City Attorney are hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to bring into effect the provisions of this Ordinance and to provide support, training and guidance to the boards, commissions or committees of the City as such Charter officials may deem appropriate in their respective roles and functions under the *City Charter* and, further, to agendaize matters before a Code Enforcement Special Magistrate in accordance with the needs of the City.

SECTION FOUR: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores in terms of the matters relating to the operations of boards, commissions and committees, within the City of Daytona Beach Shores

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and any and all actions of the City of Daytona Beach Shores pertaining thereto, as well as any and all related matters and processes and procedures of the City of an associated nature, are hereby ratified and affirmed.

SECTION FIVE: CODIFICATION; SCRIVENER'S ERRORS.

(a). The provisions Section Two of this Ordinance be codified while the remaining sections shall not be codified; provided, however, that the Code codifier shall take all actions necessary to implement the provisions of this Ordinance.

(b). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

(c). The Code codifier shall, as may be needed, change referenced throughout the *City Code* and *Land Development Code*, as the case may be, from the Board of Adjustments to the Planning and Zoning Board such as, but not limited to, Section 6-10, Section 10-7, Section 14-43, Section 14-76, Section 14-82, and Section 1-5.7 and Section 2-2.

SECTION SIX: CONFLICTS.

All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict such as, but not limited to, Section 5-15.6.

SECTION SEVEN: SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent

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provision and such holding shall not affect the validity of the remaining portions thereof.

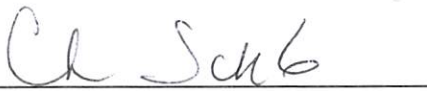
SECTION EIGHT: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon enactment.

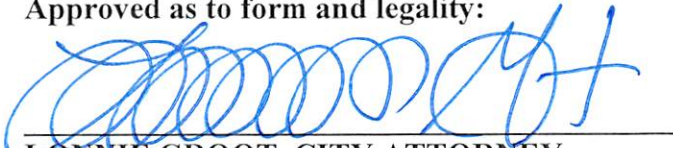
CITY OF DAYTONA BEACH SHORES, FLORIDA


NANCY J. MILLER, MAYOR


MICHAEL T. BOOKER, CITY MANAGER


CHERI SCHWAB, CITY CLERK

Approved as to form and legality:


LONNIE GROOT, CITY ATTORNEY

Passed on first reading this 11th day of June, 2019.

Passed on second reading this 25th day of June, 2019.

Underlined text is added language to *City Code* and strikethrough text is deleted language to *City Code*.

When all new text is presented, no underlining is shown.



**CITY COMMISSION AGENDA MEMORANDUM
FEBRUARY 3, 2026 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Becky Vose, City Attorney
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Petitions submitted by Resident

SYNOPSIS:

For consideration is a series of three (3) Petitions (collectively the “Petitions”) filed by a resident and elector of the City pursuant to Section 2-3 of the City Code of Ordinances. The Petitions, which are attached, are self-explanatory. In fact, the Petitioner actually crafted proposed Agenda Memos for each of the Petitions which are incorporated into each Petition.

FISCAL IMPACT STATEMENT:

BACKGROUND:

The City is in receipt of a series of three (3) “Petitions” submitted pursuant to Section 2-3 of the City Code, which permits written petitions to the City Commission for consideration of various policy or procedural matters. The Petitions were submitted by a current resident and elector in Daytona Beach Shores (hereinafter “Petitioner”). The Petitions are included in this agenda packet as Petitions 1 through 3 under this single agenda item for consideration and formal receipt by the City Commission.

LEGAL REVIEW:

While the Petitions were submitted pursuant to Section 2-3 of the City Code, none raise issues that are legally defective or in violation of the Charter, Code, State or Federal law, or ethical requirements. Each Petition instead reflects policy viewpoints and personal opinions regarding how the City should prioritize or handle certain programs or functions. Section 2-3 of the City Code provides for the submission of petitions for Commission consideration; however, it does not require Commission action beyond formal receipt—which is accomplished by putting the Petition on the Agenda—unless a Commissioner chooses to discuss one or more of the Petitions. Accordingly, the Petitions do not require formal action by the City Commission. Their contents have been reviewed by the City Attorney’s Office to ensure that no legally substantive issues require separate legal or procedural consideration. Should a City Commissioner wish to discuss or implement any action requested in one or more of the Petitions, it would be appropriate for that Commissioner to make a

motion to discuss the issue. Any number of such motions addressing different Petitions would be appropriate if desired.

RECOMMENDATION:

SUGGESTED MOTION:

If a change in City policy or other requested action in a Petition is desired: "I move to discuss Petition Number '___'." If there is no desire to change existing City policy or take the action as requested in a Petition, no motion is required. If no motions are made, the Petitions will merely become part of the public records of the City.

- ATTACHMENT:**
1. Petition For 2-9-26 Re Community Center Etc_
 2. Petition-Political Statements From Dias 2-3-26
 3. Petition Relating To Volusia Forever-1-22-26

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO USE OF COMMUNITY CENTER AND COST/BENEFIT ANALYSIS OF PROGRAMS

COMES NOW the Petitioner, Lonnie N. Groot, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores (City Code)* and, in support thereof, states as follows:

(1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores who files this Petition as a citizen and concerned person who favors the highest level and quality of local government. This Petition is filed fully considering the Biblical admonition that ““Salt is good, but if it loses its saltiness, how can you make it salty again? Have salt among yourselves, and be at peace with each other.” Mark, Chapter 9, verse 50. This Petition should be received, unlike the proposals that have been previously transmitted and ignored by the City Commission in the spirit of civic service with an open minded consideration of the proposals set forth herein

(2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

(3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

(4). As noted in the email to the undersigned from City Attorney, Becky Vose, on Saturday, November 1, 2025 at 7:10 p.m., with all of the Members of the City Commission, the Acting City Manager, and the City Clerk being copied:

. . . I do want to clarify that the City’s handling of petitions was, and is, fully consistent with the procedures established by ordinance. The ordinance expressly provides which City Commission agenda a petition is to be placed on, based on the date the petition is received by the City Clerk and its relationship to the date of the next scheduled City Commission meeting. The City has no discretion to alter or override that schedule, and the process was followed exactly as prescribed by the Code.

(5). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(6). The City has engaged in a practice of charging citizens and groups of the City of Daytona Beach Shores for using the Community Center and has not engaged in cost/benefit analyses relating to the recreational programs of the City.

(7). The Petitioner petitions the City Commission to take the following actions:

(a). Enhance the use of the Community Center by allowing residents and City condominium associations and clubs to use the Community Center facility without cost subject only to a clean-up deposit as may be appropriate, but to allow condominium associations to use the Community Center without costs whether meeting individually or collectively.

(b). Similarly, the expanded use of the Community Center for recreational events should occur.

(c). With regard to City of Daytona Beach Shores recreational programs and facilities generally, the City shall implement a cost/benefit analysis for each City event and program calculating the costs of the event or program and the income derived to the City and its community as well as a calculation of the attendees and users of the event or program broken down by the residents and non-residents involved in the event of program.

(8). Three minutes is inherently an inadequate time for a discussion of matters such as that presented in this Petition, but motion for extended time to discuss is not filed in conjunction with this Petition. Also, a draft City Commission agenda memorandum is provided as follows in order to ensure that the public is adequately advised of the contents of the Petition and the matters placed before the City Commission for action or rejection¹:

¹ The prior agendas of the City Commission have been clearly inadequate to advise the public of matters being presented and the agenda memorandums have been fundamentally nontransparent and have utterly failed to provide the public with adequate information about the matters being presented. The fact that the City Commission had rejected each and every petition that has been submitted without any deliberation is a sad commentary about the City Commission and its presiding officer. It is noted, however, that after several years of presenting an array of issues to the City Commission without comment or any deliberation (much less communication with the citizen presenting the ideas), the City Commission has begun to touch on several issues that the Petitioner has been raising such as a stormwater management plan, recognition of existing businesses, a move toward the creation of some City boards and the scheduling of some events similar to those that used to be normative such as art festivals.

CITY COMMISSION AGENDA MEMORANDUM

FEBRUARY 9, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY:

SUBJECT: Petition Relating To Use Of Community Center.

SYNOPSIS: A Petition has been filed asking the City Commission to (a). Enhance the use of the Community Center by allowing residents and City condominium associations and clubs to use the Community Center facility without cost subject only to a clean-up deposit as may be appropriate, but to allow condominium associations to use the Community Center without costs whether meeting individually or collectively. (b). Expand the use of the Community Center for recreational events. (c). Implement a cost/benefit analysis for each City event and program calculating the costs of the event or program and the income derived to the City and its community as well as a calculation of the attendees and users of the event or program broken down by the residents and non-residents involved in the event of program.

FISCAL IMPACT STATEMENT: The actions proposed would enhance the effectiveness and efficiency of City government and, thus, have a positive fiscal impact.

BACKGROUND: The Petition requests the City Commission to: (a). Enhance the use of the Community Center by allowing residents and City condominium associations and clubs to use the Community Center facility without cost subject

only to a clean-up deposit as may be appropriate, but to allow condominium associations to use the Community Center without costs whether meeting individually or collectively. (b). Expand the use of the Community Center for recreational events. (c). Implement a cost/benefit analysis for each City event and program calculating the costs of the event or program and the income derived to the City and its community as well as a calculation of the attendees and users of the event or program broken down by the residents and non-residents involved in the event of program.

LEGAL REVIEW: The matters are generally policy determinations to be made by the City Commission, but, with regard to the legal points, there is no legal objection expressed.

RECOMMENDATION: City staff recommends that the City Commission review the provisions of the Petition and determine whether to take the requested actions set forth in the Petition.

SUGGESTED MOTION ALTERNATIVE MOTIONS: “I move to direct City staff to take action to implement the actions as requested in the Petition with deliberations and communications with the Petitioner” **OR** “I move to take no action relative to the requested action set forth in the Petition”.

ATTACHMENT: Petition

(9). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

Respectfully submitted this 16th day of January, 2026 to be heard at the City Commission’s meeting of February 9, 2026.

Lonnie N. Groot

Lonnie Groot

Groot Law

3047 South Atlantic Avenue

Suite 1103

Daytona Beach Shores, Florida 32118

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO STATEMENTS OF A POLITICAL NATURE BY THE MAYOR AND CITY COMMISSIONERS, ETC. AT CITY COMMISSION MEETINGS, ETC.

COMES NOW the Petitioner, Lonnie N. Groot, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores (City Code)* and, in support thereof, states as follows:

(1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores who files this Petition as a citizen and concerned person who favors the highest level and quality of local government. This Petition is filed fully considering the Biblical admonition that “Salt is good, but if it loses its saltiness, how can you make it salty again? Have salt among yourselves, and be at peace with each other.” Mark, Chapter 9, verse 50. This Petition should be received, unlike the proposals that have been previously transmitted and ignored by the City Commission in the spirit of civic service with an open minded consideration of the proposals set forth herein

(2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

(3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

(4). As noted in the email to the undersigned from City Attorney, Becky Vose, on Saturday, November 1, 2025 at 7:10 p.m., with all of the Members of the City Commission, the Acting City Manager, and the City Clerk being copied:

. . . I do want to clarify that the City’s handling of petitions was, and is, fully consistent with the procedures established by ordinance. The ordinance expressly provides which City Commission agenda a petition is to be placed on, based on the date the petition is received by the City Clerk and its relationship to the date of the next scheduled City Commission meeting. The City has no discretion to alter or override that schedule, and the process was followed exactly as prescribed by the Code.

(5). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(6). There have been times when statements have been made from the City Commission dais which refer to candidacies for political office. In recent times, for example, the Mayor has mentioned her candidacy for a position on the County Council

on several occasions.¹ Also, in the past, a current illegitimately sitting City Commissioner introduced a candidate for judicial office at a then City Council meeting when employed by the City.²

(7). Effective governance prioritizes the common good, while politics can be driven by personal or party interests. Governing requires accountability and transparency; politics may involve secrecy and strategy. Governance seeks long-term solutions, while politics often favors short-term gains and popularity. It is inappropriate for a City Commissioner to use his or her personal time at a City Commission meeting to advance a political campaign. See, Coates' *Canons NC Local Government Law, It's Campaign Season: What Are the Rules About What City and County Officials May Say and Do?*, the late Dr. Frayda Bluestein, a faculty member of the UNC Institute (now School) of Government. Although political use of meeting time does not literally involve use of funds, the public meeting involves the use of public resources – buildings, staff and in some cases, live streaming – that are publicly funded and for that reason campaigning at the meeting would be prohibited. And while elected officials have First Amendment free speech rights, a board meeting is a limited public forum, even for board members. A member does not have a free speech right to speak on matters that do not relate to the business of the body. Article II, Section 8 of the *Constitution of the State of Florida* states, among other things that “A public office is a public trust. The people shall have the right to secure and sustain that trust against abuse.” Section 112.326, *Florida Statutes*,

¹ The Petitioner believes that other actions have been taken to advance the candidacy which includes the reduction in the number of City Commission meetings while engaging in events which are conducted at City facilities without cost and with refreshments paid for by the City and the featuring of the Mayor on City signage and materials.

² The City Manager at the time recognized the inappropriateness of the action, but took no disciplinary action due to personal relations with the employee.

specifically authorizes local government bodies, such as the City Commission, to enact additional ethical requirements beyond those required by controlling State law.

(8). The Petitioner petitions the City Commission to take the following actions:

(a). Prohibit any Member of the City Commission from making any statement about any election for public office at a City facility and during a City function.

(b). Prohibit any Member of the City Commission from using any City function or facility, directly or indirectly, to advance a political candidacy.

(c). Prohibit all City employees from assisting any Member of the City Commission to use any City function or facility, directly or indirectly, to advance a political candidacy.

(d). Prohibit all City employees from making any statement about any candidate for election for public office at a City facility and during a City function.

(9). Three minutes is inherently an inadequate time for a discussion of matters such as that presented in this Petition, but motion for extended time to discuss is not filed in conjunction with this Petition. Also, a draft City Commission agenda memorandum is provided as follows in order to ensure that the public is adequately advised of the contents of the Petition and the matters placed before the City Commission for action or rejection³:

³ The prior agendas of the City Commission have been clearly inadequate to advise the public of matters being presented and the agenda memorandums have been fundamentally nontransparent and have utterly failed to provide the public with adequate information about the matters being presented. The fact that the City Commission had rejected each and every petition that has been submitted without any deliberation is a sad commentary about the City Commission and its presiding officer. It is noted, however, that after several years of presenting an array of issues to the City Commission without comment or any deliberation (much less communication with the citizen presenting the ideas), the City Commission has begun to touch on several issues that the Petitioner has been raising such as a stormwater management plan, recognition of existing businesses, a move toward the creation of some City boards and the scheduling of some events similar to those that used to be normative such as art festivals.

CITY COMMISSION AGENDA MEMORANDUM

FEBRUARY 9, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY:

SUBJECT: Petition Relating To Political Activity At City Functions Or Facilities.

SYNOPSIS: A Petition has been filed asking the City Commission to (a). Prohibit any Member of the City Commission from making any statement about any election for public office at a City facility and during a City function. (b). Prohibit any Member of the City Commission from using any City function or facility, directly or indirectly, to advance a political candidacy. (c). Prohibit all City employees from assisting any Member of the City Commission to use any City function or facility, directly or indirectly, to advance a political candidacy. (d). Prohibit all City employees from making any statement about any candidate for election for public office at a City facility and during a City function.

FISCAL IMPACT STATEMENT: The actions proposed would enhance the effectiveness, efficiency and ethics of City government and, thus, have a positive fiscal impact.

BACKGROUND: The Petition requests the City Commission to: a). Prohibit any Member of the City Commission from making any statement about any election for public office at a City facility and during a City function. (b). Prohibit any Member of the City Commission from using any City function or facility, directly or indirectly, to advance a political candidacy. (c). Prohibit all City employees from

assisting any Member of the City Commission to use any City function or facility, directly or indirectly, to advance a political candidacy. (d). Prohibit all City employees from making any statement about any candidate for election for public office at a City facility and during a City function.

LEGAL REVIEW: The matters are generally policy determinations to be made by the City Commission, but, with regard to the legal points, there is no legal objection expressed. Article II, Section 8 of the *Constitution of the State of Florida* states, among other things that “A public office is a public trust. The people shall have the right to secure and sustain that trust against abuse.” Section 112.326, *Florida Statutes*, specifically authorizes local government bodies, such as the City Commission, to enact additional ethical requirements beyond those required by controlling State law.

RECOMMENDATION: City staff recommends that the City Commission review the provisions of the Petition and determine whether to take the requested actions set forth in the Petition.

SUGGESTED MOTION ALTERNATIVE MOTIONS: “I move to direct City staff to take action to implement the actions as requested in the Petition with deliberations and communications with the Petitioner” **OR** “I move to take no action relative to the requested action set forth in the Petition”.

ATTACHMENT: Petition

(10). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

Respectfully submitted this 17th day of January, 2026 to be heard at the City Commission's meeting of February 3, 2026.

Lonnie N. Groot

Lonnie Groot
Groot Law
3047 South Atlantic Avenue
Suite 1103
Daytona Beach Shores, Florida 32118

PETITION FOR CITY COMMISSION ACTION

BEFORE THE CITY COMMISSION OF THE

CITY OF DAYTONA BEACH SHORES

PETITION FOR CITY COMMISSION ACTION RELATING TO URGING VOLUSIA COUNTY COUNCIL TO FUND VOLUSIA FOREVER PROGRAMS

COMES NOW the Petitioner, Lonnie N. Groot, and files this Petition in accordance with the provisions of Section 2-3, of the *Code of Ordinances of the City of Daytona Beach Shores (City Code)* and, in support thereof, states as follows:

(1). The Petitioner is a citizen and elector of the City of Daytona Beach Shores who files this Petition as a citizen and concerned person who favors the highest level of local government. This Petition is filed fully considering the Biblical admonition that “Salt is good, but if it loses its saltiness, how can you make it salty again? Have salt among yourselves, and be at peace with each other.” Mark, Chapter 9, verse 50. This Petition should be received, unlike the proposals that have been previously transmitted and ignored by the City Commission in the spirit of civic service with an open minded consideration of the proposals set forth herein

(2). Section 2-3 of the *City Code* provides as follows

Filing of petition with commission—Time restricted.

Any citizen desiring to submit a petition to the city commission for consideration must file such petition with the city clerk at the city hall three or more days prior to the meeting of the city commission in order for such petition to be considered by the city commission.

(3). Section 2-4 of the *City Code* provides as follows

Same—Insufficiency of time when filed.

Any petition that is not submitted and filed as required by section 2-3 will not be considered by the city commission and will be carried over until the next regular meeting of the city commission.

(4). As noted in the email to the undersigned from City Attorney, Becky Vose, on Saturday, November 1, 2025 at 7:10 p.m., with all of the Members of the City Commission, the Acting City Manager, and the City Clerk being copied:

. . . I do want to clarify that the City's handling of petitions was, and is, fully consistent with the procedures established by ordinance. The ordinance expressly provides which City Commission agenda a petition is to be placed on, based on the date the petition is received by the City Clerk and its relationship to the date of the next scheduled City Commission meeting. The City has no discretion to alter or override that schedule, and the process was followed exactly as prescribed by the Code.

(5). Article I of the *Constitution of the State of Florida* contains the *Declaration of Rights* pertaining to citizens of the State of Florida and provides as follows in Section 1 and Section 5, respectively:

SECTION 1. Political power. — All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people.

SECTION 5. Right to assemble. — The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.

(6). The Volusia Forever program was overwhelmingly renewed by Volusia County voters in the 2020 election by a 3-1 majority thereby approving the program to maintain an ad valorem tax of up to 20 cents on every \$1,000 of taxable property value to issue up to \$60 million in bonds to finance purchases of environmentally sensitive land

for permanent protection. Preservation of high priority conservation land is essential to protecting the environment and quality of life in communities as Florida grows. A land-development scenario for 2070 prepared by 1000 Friends of Florida showed that Volusia County could protect an additional 66,000 acres of high-priority natural and agricultural land amid a projected 40% increase in population through well-targeted land conservation and more-compact urban development. Volusia Forever has been a great success. It has preserved over 60,000 acres offered by willing sellers. Since the program's renewal in 2020, each local dollar invested has leveraged \$4 in matching funds from other sources — a lucrative return on investment for Volusia County taxpayers. It has been stated that County Council members are considering changes that would weaken the program and diminish its promise for Volusia County's future. Changing the criteria for selecting land for protection could threaten the program's success in leveraging matching funds from regional and State of Florida conservation programs, thereby shortchanging the return for Volusia County taxpayers. Reducing the millage supporting Volusia Forever could prevent bonds from being issued and deprive the program of the funds it needs to acquire environmentally valuable properties without delay before they are lost forever to development. And, anything less than permanent protection of properties preserved through Volusia Forever would break faith with voters who established and renewed it. It would leave future generations facing the same threats that the program was created to eliminate — forever. To stay on course in creating an environmentally sustainable future for Volusia County, and honor the clear mandate from voters, it is necessary to urge the Volusia County to reject changes to Volusia Forever.

(7). The Petitioner petitions the City Commission to take actions by adopting the Resolution set forth below and presenting it to the County Council.

(8). Failure to address the matters proposed in this Petition shall be deemed to be a negative vote and a rejection of the matters submitted in this proposal.

(9). A practice of the City has been to agendize petitions by means of a title of petitions constituting merely a few words without any full and complete agenda memorandum as would be normative in accordance with sound and generally accepted public management and administration practices and principles such as the following:

CITY COMMISSION AGENDA MEMORANDUM

FEBRUARY 3, 2026 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY:

SUBJECT: Petition Relating To Maintaining Funding Of Volusia Forever.

SYNOPSIS: A Petition has been filed asking the City Commission to take certain actions related to the County Council Funding Of Volusia Forever. The Volusia Forever program was overwhelmingly renewed by Volusia County voters in the 2020 election by a 3-1 majority thereby approving the program to maintain an ad valorem tax of up to 20 cents on every \$1,000 of taxable property value to issue up to \$60 million in bonds to finance purchases of environmentally sensitive land for permanent protection. Preservation of high priority conservation land is essential to protecting the environment and quality of life in communities as Florida grows. A land-development scenario for 2070 prepared by 1000 Friends of Florida showed

that Volusia County could protect an additional 66,000 acres of high-priority natural and agricultural land amid a projected 40% increase in population through well-targeted land conservation and more-compact urban development. Volusia Forever has been a great success. It has preserved over 60,000 acres offered by willing sellers. Since the program's renewal in 2020, each local dollar invested has leveraged \$4 in matching funds from other sources — a lucrative return on investment for Volusia County taxpayers. It has been stated that County Council members are considering changes that would weaken the program and diminish its promise for Volusia County's future. Changing the criteria for selecting land for protection could threaten the program's success in leveraging matching funds from regional and State of Florida conservation programs, thereby shortchanging the return for Volusia County taxpayers. Reducing the millage supporting Volusia Forever could prevent bonds from being issued and deprive the program of the funds it needs to acquire environmentally valuable properties without delay before they are lost forever to development. And, anything less than permanent protection of properties preserved through Volusia Forever would break faith with voters who established and renewed it. It would leave future generations facing the same threats that the program was created to eliminate — forever.

FISCAL IMPACT STATEMENT: The protection of the natural resources of the County will provide for an array of economic benefits to Volusia County and its citizens.

BACKGROUND: The Petition requests the City Commission to adopt a Resolution (draft was provided by the Petitioner) and present it to the County Council urging the County Council to reject changes to Volusia Forever.

LEGAL REVIEW: This matter is a matter of policy determination by the City Commission.

RECOMMENDATION: City staff recommends that the City Commission review the provisions of the Petition and determine whether to take the requested actions set forth in the Petition.

SUGGESTED MOTION ALTERNATIVE MOTIONS: “I move to adopt the Resolution as requested in the Petition” **OR** “I move to take no action relative to the requested action set forth in the Petition”.

ATTACHMENT: Petition

Respectfully submitted this 22nd day of January, 2026 to be heard at the City Commission meeting consistent with the requirements of Section 2-3 of the *City Code* and Section 2-4 of the *City Code* and, in that the *City Code* provisions provide Petitions will be considered by the City Commission at the first upcoming City Commission meeting unless a petition is not filed with the City Clerk at City Hall three or more days prior to the upcoming meeting of the City Commission, that date shall be February 3, 2026.

Lonnie N. Groot (signed)

Lonnie Groot
3047 South Atlantic Avenue
Suite 1103
Daytona Beach Shores, Florida 32118

RESOLUTION 2026–XX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, URGING THE VOLUSIA COUNTY COUNCIL TO REJECT CHANGES TO VOLUSIA FOREVER; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Volusia Forever program was overwhelmingly renewed by Volusia County voters in the 2020 election by a 3-1 majority thereby approving the program to maintain an ad valorem tax of up to 20 cents on every \$1,000 of taxable property value to issue up to \$60 million in bonds to finance purchases of environmentally sensitive land for permanent protection. Preservation of high priority conservation land is essential to protecting the environment and quality of life in communities as Florida grows. A land-development scenario for 2070 prepared by 1000 Friends of Florida showed that Volusia County could protect an additional 66,000 acres of high-priority natural and agricultural land amid a projected 40% increase in population through well-targeted land conservation and more-compact urban development. Volusia Forever has been a great success. It has preserved over 60,000 acres offered by willing sellers. Since the program’s renewal in 2020, each local dollar invested has leveraged \$4 in matching funds from other sources — a lucrative return on investment for Volusia County taxpayers. It has been stated that County Council members are considering changes that would weaken the program and diminish its promise for Volusia County’s future. Changing the criteria for selecting land for protection could threaten the program’s success in leveraging matching funds from regional and State of Florida conservation programs, thereby shortchanging the return for Volusia County taxpayers. Reducing the millage supporting Volusia Forever could prevent bonds from being issued and deprive the

program of the funds it needs to acquire environmentally valuable properties without delay before they are lost forever to development. And, anything less than permanent protection of properties preserved through Volusia Forever would break faith with voters who established and renewed it. It would leave future generations facing the same threats that the program was created to eliminate — forever; and

WHEREAS, the City Commission of the City of Daytona Beach Shores has found and determined that it necessary and desirable for the City to urge the Volusia County Council to stay on course in creating an environmentally sustainable future for Volusia County, and honor the clear mandate from voters by rejecting changes to Volusia Forever; and

WHEREAS, the City Commission has the authority lawful authority to take the action herein taken for the benefit of the citizens of the City of Daytona Beach Shores and the general public of Volusia County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, as follows:

SECTION ONE: ACTION URGING THE VOLUSIA COUNTY COUNCIL TO REJECT CHANGES TO VOLUSIA FOREVER.

This resolution is adopted based upon the foregoing recitals and the City Commission of the City of Daytona Beach Shores hereby urges the Volusia County Council to reject changes to Volusia Forever.

SECTION TWO. IMPLEMENTING ADMINISTRATIVE ACTIONS.

The Acting City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

SECTION THREE. SAVINGS.

The prior actions of the City of Daytona Beach Shores relating to Volusia Forever are hereby ratified and affirmed.

SECTION FOUR. CONFLICTS.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION FIVE. SEVERABILITY.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION SIX. EFFECTIVE DATE.

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 3rd day of February, 2026.

CITY OF DAYTONA BEACH SHORES, FLORIDA

MAYOR, NANCY J. MILLER

Attest:

**CITY MANAGER
MICHAEL FOWLER**

**CHERI SCHWAB
CITY CLERK**

Approved as to form and legality:

**GRETCHEN “BECKY” VOSE
CITY ATTORNEY**

Adopted this 3rd day of February, 2026.

Posted this 3rd day of February, 2026.