



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers, 1600 Nela Ave, Belle Isle FL
Held the 1st and 3rd Tuesday of Every Month
Tuesday, February 04, 2025 * 6:30 PM

AGENDA

City Council

Nicholas Fouraker, Mayor

Vice-Mayor – Jason Carson, District 4

District 1 Commissioner – Frank Vertolli | District 2 Commissioner – Holly Bobrowski |
District 3 Commissioner – Danny Otterbacher | District 5 Commissioner – Beth Lowell |
District 6 Commissioner – Stan Smith | District 7 Commissioner – Jim Partin

Welcome to the City of Belle Isle City Council meeting. Please silence all technology during the session. Thank you for participating in your City Government.

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Comm Vertolli, District 1
3. **Presentations**
 - a. CCA Board Meeting Update - Charlene Cross
 - b. PD - Swear In New Officer Nick Trendafilov
 - c. PD Award - Officer Mathews
 - d. Proclamation - Pine Castle Pioneer Days - Celebrating Citrus 2025
4. **Public Comments & Announcements** - *Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form, limited to three (3) minutes, with no discussion. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body.*
5. **Consent Items** - *These items are considered routine, and one motion will adopt them unless a Council member requests before the vote on the motion that an item be removed from the consent agenda and considered separately.*
 - a. Resolution 25-03: A Resolution of the City Council of the City of Belle Isle, Florida, urging the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a city and providing for an effective date.
 - b. Approval of First Amendment to the Memorandum of Understanding (MOU) for the Orange County Intergovernmental Radio System Encryption Key
 - c. Approval of the Edward Byrne Memorial Justice Assistance Grant (JAG)
6. **Unfinished Business**
 - a. Discussion on Wallace Field Interlocal Agreement
7. **New Business**
 - a. **ORDINANCE 25-02 - First Reading And Consideration:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING CHAPTER 26 ENTITLED "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES" OF THE CITY OF BELLE ISLE CODE OF ORDINANCES TO ADD A NEW ARTICLE III ENTITLED "OFFENSES INVOLVING PUBLIC PEACE AND ORDER", TO PROHIBIT URINATING AND DEFECATING IN PUBLIC, TO PROHIBIT PUBLIC CAMPING, TO PROHIBIT SITTING OR LYING ON SIDEWALKS AND BICYCLE PATHS, AND TO PROVIDE FOR TRESPASS WARNINGS ON PUBLIC PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.
 - b. Approval of CCA Sponsorship - Viva Las Vegas
 - c. Approval of Hearts Against Hunger 5K Sponsorship
 - d. Approval Memorandum of Understanding (MOU) - Gated Private Communities
 - e. Special Events Committee Recruitment/Members
 - f. Discussion and Approval of Belle Isle Youth Council Participation Program
 - g. Appointment of Canvassing Board Member for March 11, 2025 Election
8. **Attorney's Report**
9. **City Manager's Report**
 - a. City Manager's Report

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 2

- b. Chief's Report
 - c. Public Works Report
10. Mayor's Report
 11. Commissioners Report
 12. Adjournment

Office of the Mayor

CITY OF BELLE ISLE



Proclamation

Declaring February 22nd and February 23rd, 2025, as

Pine Castle Pioneer Days “Celebrating Citrus”



Pine Castle Pioneer Days – Celebrating Citrus
Cypress Grove Park

- Whereas the history of Pine Castle begins with the Harney Homestead, settled in the aftermath of the Civil War; and
- Whereas, Pioneer Days offers a variety of historical reenactments, encampments, storytelling, traditional music, and more; and
- Whereas, Pioneer Days documents the area's history, from the farming practices of the 1890s to the development of Sky Lake half a century ago and how to make juice "the old-fashioned way; and
- Whereas, Belle Isle is proud to celebrate Pine Castle Pioneer Days, honoring its culture and preserving its history by showcasing the living history of the Pine Castle area through engaging demonstrations and educational opportunities;

Therefore, be it resolved that I, Nicholas Fouraker, Mayor of the City of Belle Isle, do hereby designate February 22nd and 23rd, 2025, as

Pine Castle Pioneer Days Celebrating Citrus

and urge citizens to recognize Pine Castle Pioneer Days for its valuable impact on our community.

In Witness Whereof, I hereunto have set my hand and caused the Seal of the City of Belle Isle to be affixed this 4th day of February 2025.

Attest

Yolanda Quiceno, CMC-City Clerk

Mayor Nicholas Fouraker

CITY OF BELLE SLE, FLORIDA CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: February 04, 2025
To: Honorable Mayor and City Council Members
From: Rick Rudometkin – City Manager
Subject: Public Records Exemption Resolution 25-03 to Enact Legislation

Background:

The FACC (Florida Association of City Clerks) Board of Directors is considering pursuing state legislation to provide a public records exemption for the personal information of current Municipal Clerks and employees who perform municipal elections work. FACC is asking our municipality to adopt a resolution urging the same. Once the resolution is adopted, please email a PDF copy to FACC staff at facc@flcities.com for submittal to the State.

The City Commission of the City of Sanford, Florida, recently adopted a resolution urging the Florida State Legislature to enact legislation providing a public records exemption for Municipal Clerks and employees who perform municipal elections work or have any part in a city's code enforcement functions and providing an effective date.

Many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings related to neglect or abuse, or other activities that could lead to a criminal prosecution are exposed to threats and other acts of violence. Municipal clerks often administer elections. Some election workers have been targeted for threats and violence due to the nature of the materials they are responsible for. Further, clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances. Occasionally, these proceedings have led to retaliation and threats by defendants.

There are currently 27 public records exemptions in Florida. Of these exemptions, eight are for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken. Municipal clerks and their respective staffs (e.g. Code Enforcement) fall within the window for greater protection.

Staff Recommendation:

Staff recommends approving Resolution 25-03 in support of the Initiative. This initiative will fall within the window for greater protection for municipal clerks and their respective staffs (e.g., Code Enforcement).

Suggested Motion:

"I move to authorize the City Manager to adopt Resolution 25-03 urging the Florida State Legislature to enact legislation to provide a public records exemption for Municipal Clerks and employees who perform municipal elections work or have any part in code enforcement functions of a city and providing for an effective date.

Alternatives: Not Approve.
Fiscal Impact: There is no fiscal impact.
Attachments: Resolution 25-03

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Resolution No. 25-03

A Resolution of the City Council of the City of Belle Isle, Florida, urging the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a city and providing for an effective date.

Whereas, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution, or code enforcement actions are exposed to threats and other acts of violence; and

Whereas, municipal clerks often administer elections, and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for

Whereas, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants and

Whereas, currently public records exemptions in Florida include those for local personnel who either investigate, enforce, or otherwise provide a service that can result in contentious interactions when action is taken, and municipal clerks and their staffs fall within the need for a window for greater protection; and

Whereas, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staffs who serve

1 the public daily and are, oftentimes, the first contact of citizens with
2 cities; and

3 **Whereas,** the City of Belle Isle has complied with all requirements and
4 procedures of Florida law in processing and adopting this Resolution.

5 Now, Therefore, be it Resolved by the City Council of the City of Belle
6 Isle, Florida, as follows:

7 1. The City Council of the City of Belle Isle hereby adopts the recitals set
8 forth in this Resolution (whereas clauses) as the legislative findings of
9 the City of Belle Isle.

10 2. The Mayor and City Council of the City of Belle Isle, Florida, hereby
11 urges and encourages the Florida State Legislature to enact legislation to
12 provide a public records exemption for municipal clerks and employees who
13 perform municipal elections work or have any part in code enforcement
14 functions of a municipality.

15 3. The City Clerk is hereby directed and authorized to send a certified copy
16 of this Resolution to Governor Ron DeSantis, Senator Geraldine F.
17 Thompson, and Representative Anna V. Eskamani, the Florida League of
18 Cities Local Chapter, and the Florida League of Cities (FLC).

19 4. This Resolution shall take effect immediately upon its adoption.

20 **Passed and Adopted this _____ of February 2025.**

21

22 *Attest*

City of Belle Isle

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24 _____

By: _____

25 Yolanda Quiceno, City Clerk

Nicholas Fouraker, Mayor

1 Approved as to form and legal sufficiency.

2 _____

3 City Attorney

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5 STATE OF FLORIDA

6 COUNTY OF ORANGE

7 I, Yolanda Quiceno, City Clerk of the City of Belle Isle, do hereby certify
8 that the above and foregoing document RESOLUTION 25-03 was duly and legally
9 passed by the Belle Isle City Council, in session assembled on the ____ day
10 of _____ 2025, at which session a quorum of its members was present.

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12 _____

13 Yolanda Quiceno, CMC-City Clerk

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**CITY OF BELLE SLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: February 04, 2025
To: Honorable Mayor and City Council Members
From: Travis Grimm - Chief of Police
Subject: Approval of First Amendment to the Memorandum of Understanding (MOU) for the Orange County Intergovernmental Radio System Encryption Key

Background:

The Orange County Sheriff’s Office has proposed a First Amendment to the existing Memorandum of Understanding (MOU) regarding the Orange County Intergovernmental Radio System Encryption Key. This amendment allows the City of St. Cloud, including the St. Cloud Police Department, to access the Orange County encrypted Metro radio channels. All current signatories to the MOU have expressed no objection to this request. This First Amendment, effective February 1, 2025, formalizes the inclusion of the City of St. Cloud as a signatory and ensures they are bound by all terms and conditions of the MOU.

Staff Recommendation and Council Discussion Points:

Staff recommends approval of the First Amendment to the Memorandum of Understanding (MOU) for the Orange County Intergovernmental Radio System Encryption Key. This amendment allows the City of St. Cloud to join as a signatory and provides them access to the encryption key under the same terms and conditions as the existing parties. Approval of this amendment ensures continued inter-agency cooperation and effective communication.

Suggested Motion:

"I move to approve the First Amendment to the Memorandum of Understanding (MOU) for the Orange County Intergovernmental Radio System Encryption Key and authorize the City Manager to execute the agreement on behalf of the City of Belle Isle."

Alternatives: N/A

Fiscal Impact: None

Attachments: First Amendment to the MOU

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

Orange County Intergovernmental Radio System Encryption Key

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“First Amended MOU”), is made by and between the Orange County Sheriff’s Office, hereinafter referred to as the “Sheriff;” the City of Apopka, hereinafter referred to as “Apopka;” the City of Belle Isle, hereinafter referred to as “Belle Isle;” the Town of Eatonville, hereinafter referred to as “Eatonville;” the City of Edgewood, hereinafter referred to “Edgewood;” the City of Maitland, hereinafter referred to as “Maitland;” the Town of Oakland, hereinafter referred to as “Oakland;” the City of Ocoee, hereinafter referred to as “Ocoee;” the City of Orlando, hereinafter referred to as “Orlando;” the University of Central Florida, hereinafter referred to as “UCF;” the Town of Windermere, hereinafter referred to as “Windermere;” the City of Winter Garden, hereinafter referred to as “Winter Garden;” the City of Winter Park, hereinafter referred to as “Winter Park;” Orange County Government, hereinafter referred to as “Orange County;” Orange County School Police, hereinafter referred to as “School Police;” and the City of St. Cloud, hereinafter referred to as “St. Cloud,” who agree as follows:

On August 1, 2017, the Memorandum of Understanding regarding the Orange County Intergovernmental Radio System Encryption Key (“Original MOU”) became effective and has automatically renewed each year since. A copy of the Original MOU is attached as Attachment A.

The Original MOU enabled mutual sharing of an encryption key to access certain Orange County encrypted Metro radio channels among the original parties.

The City of St. Cloud, including the St. Cloud Police Department, has requested access to the encryption key to enable it to access the Orange County encrypted Metro radio channels.

Subsection 3.6. of the Original MOU permits the parties to give written prior consent to release the encryption key to another entity not listed as a signatory to the Original MOU. The existing parties to the Original MOU have expressed no objection to the City of St. Cloud’s request.

Section 4 of the Original MOU permits amendments using a writing executed by the parties.

Therefore, in exchange for good and adequate consideration, the parties agree to amend and restate the Original MOU as follows.

A. Amendment and Restatement

The Original MOU is hereby amended and restated as set forth herein.

B. Term and Renewal

Paragraph 1 of the Original MOU is superseded by the following language:

This first amendment and restatement of the Original MOU is effective on the first (1st) day of February 2025, regardless of date of execution, and this First Amended MOU shall automatically renew on a year-to-year basis thereafter.

C. Adoption of Original MOU

Paragraphs 2., 3., and 4., of the Original MOU are adopted and incorporated herein in their entirety by the existing parties and by the City of St. Cloud.

D. Permission to release the encryption key to the City of St. Cloud

The Original MOU is amended to add Paragraph 5 as follows:

5. By executing this First Amended MOU, the City of St. Cloud is formally made a signatory. The parties to the Original MOU agree that the encryption key shall be released to the City of St. Cloud, including the St. Cloud Police Department. The City of St. Cloud as a signatory to the First Amended MOU shall be bound by all the same terms and conditions of its use and preservation.

E. Execution

This First Amended MOU may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

The signatories hereto represent that they have been duly authorized to enter into this First Amended MOU on behalf of the Party for whom they sign.

**SHERIFF'S OFFICE OF ORANGE COUNTY,
FLORIDA**

John. W. Mina
As Sheriff of Orange County, Florida

Date

FOR USE AND RELIANCE ONLY
BY THE SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 20 ____.

Assistant or General Counsel
Orange County Sheriff's Office

F:\ELLIOTT, Deziree\Contracts_Non-Grant\Intergovernmental Multiparty\Encryption Memorandum of Understanding 2025Amendment.docx

BCC Mtg. Date: Aug. 1, 2017

OC COPY

MEMORANDUM OF UNDERSTANDING

Orange County Intergovernmental Radio System Encryption Key

THIS AGREEMENT, made this _____ day of AUG 01 2017, 2017, by and between the Orange County Sheriff's Office, hereinafter referred to as the "Sheriff;" the City of Apopka, hereinafter referred to as "Apopka;" the City of Belle Isle, hereinafter referred to as "Belle Isle;" the Town of Eatonville, hereinafter referred to as "Eatonville;" the City of Edgewood, hereinafter referred to "Edgewood;" the City of Maitland, hereinafter referred to as "Maitland;" the Town of Oakland, hereinafter referred to as "Oakland;" the City of Ocoee, hereinafter referred to as "Ocoee;" the City of Orlando, hereinafter referred to as "Orlando;" the University of Central Florida, hereinafter referred to as "UCF;" the Town of Windermere, hereinafter referred to as "Windermere;" the City of Winter Garden, hereinafter referred to as "Winter Garden;" the City of Winter Park, hereinafter referred to as "Winter Park;" Orange County Government, hereinafter referred to as "Orange County;" and Orange County School Police, hereinafter referred to as "School Police" agree as follows:

WHEREAS; the parties to this agreement are all governmental public safety agencies who share common public safety radio systems, and

WHEREAS; certain communications and information transmitted over said radios contain confidential and emergency information not subject to public disclosure, and

WHEREAS; the parties believe that it is necessary to ensure the confidentiality and security of radio transmissions made by their public safety agencies.

NOW THEREFORE; the parties agree to the establishment of parameters for use of a common encryption key for all public safety radios operating on the Orange County Intergovernmental Radio System.

1. Term

The term of this agreement shall commence on the _____ day of AUG 01 2017, 2017 and shall be automatically renewable on a year-to-year basis.

2. Termination

Parties may withdraw from this agreement upon sixty (60) days prior written notice to all other participants. The parties individually agree that in the event that they withdraw from this agreement, any encryption information previously provided to them including the encryption key will remain confidential.


3. Policy


The user agencies operating on the Orange County Intergovernmental Radio System hereinafter referred to as the "Radio System" will:

1. Agree to utilize the same encryption key for all public safety radios.
2. Agree to keep the encryption key in a secure location and to take every precaution to keep the key secret.
3. Immediately notify the Orange County Sheriff's Office in the event they have reason to believe that the confidentiality of the encryption key has been compromised.
4. Agree not to change the encryption key used for the Radio System without coordinating that change with all of the other signatories of this Agreement.
5. Agree not to program the encryption key into any non-public safety radio.
6. Agree not to release the encryption key to any other user or entity not listed as a signatory to this agreement without the express prior written consent of all of the signatories.
7. Not provide encrypted radios for use by non-public safety personnel.
8. Agree to periodically change the encryption key for the Radio System in concert with the other signatories.
9. Agree not to release the encryption key to any agency outside Orange County, Florida, unless law enforcement agencies require access for mutual aid. (Examples: Task Force, MBI, etc.)

4. Amendments


This Agreement shall not be amended except in writing and executed by the parties.


 Jerry L. Demings
 as Sheriff of Orange County, Florida


 Reynaldo L. Rivero
 UNDERSHERIFF
 Acting Sheriff

Date: 7/20/17

FOR USE AND RELIANCE ONLY BY THE
 SHERIFF OF ORANGE COUNTY, FLORIDA.
 APPROVED AS TO FORM AND LEGALITY
 THIS 20 DAY OF July, 2017.


 Dorothy Bent acting
 General Counsel

CITY OF BELLE ISLE

TRAVIS GRIMM
Chief of Police

APPROVED:
CITY OF BELLE ISLE, FLORIDA

ATTEST: _____

City Clerk

NICHOLAS FOURAKER
Mayor

APPROVED BY THE CITY
COMMISSION OF THE CITY OF BELLE
ISLE, FLORIDA, AT A MEETING HELD
ON _____
UNDER AGENDA NO. _____.

FOR USE AND RELIANCE ONLY
BY THE CITY OF BELLE ISLE,
FLORIDA. APPROVED AS TO
FORM AND LEGALITY THIS
____ DAY OF _____, 2025.

City Attorney

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

AWARD AGREEMENT

Recipient: City of Belle Isle
Recipient SAM UEI: XWB9FP3AD XK8
Award Number: 6N111
Award Period: 01/01/2025 – 09/30/2025
Award Title: C-6N111 FY23 Vests, Belts, Holsters, Wands
Federal Funds: \$10,000.00
Matching Funds: \$0.00
Total Funds: \$10,000.00
CFDA: 16.738
Federal Award Number: 15PBJA-23-GG-02972-MUMU
Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)
Federal Awarding Agency: U.S. Department of Justice (USDOJ)
Pass-through Entity: Florida Department of Law Enforcement (FDLE)
Research & Development: No
Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the City of Belle Isle (herein referred to as “Recipient”);

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

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

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

SCHEDULE OF APPENDICES

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

PERFORMANCE REPORTING

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

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

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

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

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

FINANCIAL REPORTING

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

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

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

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

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

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

Award Signatures

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

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: 6N111
Award Title: C-6N111 FY23 Vests, Belts, Holsters, Wands
Award Period: 01/01/2025 – 09/30/2025

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

Signature: _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

**Recipient
City of Belle Isle**

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Nicholas Fouraker, Mayor

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number: 6N111
Recipient: City of Belle Isle
Award Title: C-6N111 FY23 Vests, Belts, Holsters, Wands
Award Period: 01/01/2025 - 09/30/2025

Problem Identification

The City of Belle Isle Police Department is committed to ensuring the highest level of safety and operational efficiency for officers. Some of the critical safety equipment in use daily by the department's officers is deteriorating. Items such as outer vests, duty belts, holsters, and traffic wands are all in need of replacement. The outer vests provide both protection and visibility; however, many of the vests have become faded and tattered due to prolonged use and exposure to harsh conditions, compromising the protection these vests are designed to offer. In addition, damaged reflective surfaces reduce officer visibility. Duty belts are old and worn. The current holsters rest high on officers' hips, which adds to waist pain and, for some officers, makes the drawing of a weapon difficult. The traffic wands produce a dim light or do not work at all, requiring replacement. Not only does the deterioration of these items pose significant safety risks, but officer morale is also lowered, as wearing inadequate protective gear negatively impacts officer confidence. To complicate matters, industry-wide increases on item costs made budgeting for the items difficult to anticipate, which led to the need for grant funding.

Scope of Work

The City of Belle Isle police Department will use JAG grant funds to purchase ballistic vests, duty belts, drop flex holster adapters, and traffic wands. These critical items will provide added comfort, safety, and effectiveness. Outer ballistic vests will be able to properly support the plates that fit within for added protection, boosting officer morale. New duty belts will replace the old, worn belts. Drop flex holster adapters, an upgrade to what is currently in use, will provide comfort and allow for a more natural position to draw the duty weapon. Officers using new traffic wands will feel more confident as the wands will be visible during poor lighting conditions.

Appendix B - Deliverables

Award Number: 6N111
 Recipient: City of Belle Isle
 Award Title: C-6N111 FY23 Vests, Belts, Holsters, Wands
 Award Period: 01/01/2025 - 09/30/2025

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

Deliverable 1	Recipient will use federal grant funds to procure ballistic vests, duty belts, drop flex holster adapters, and traffic wands.	
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.	
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received as attested through the submission of the payment request will be eligible for payment.	
Deliverable Price:	Total payments for this deliverable will be approximately	\$10,000.00

Appendix C - Approved Budget

Award Number:	6N111		
Recipient:	City of Belle Isle		
Award Title:	C-6N111 FY23 Vests, Belts, Holsters, Wands		
Award Period:	01/01/2025-09/30/2025		
Award Amount:	\$10,000.00	\$0.00	\$10,000.00
	Grant Funded	Match	Total

Standard Budget Terms

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

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

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

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

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

E. Supplies				
Item Name	Description	Grant Funded	Match	Total
Body Armor Outer Vest	21 body armor outer vest @ 277 each total=\$5,817.00.	\$5,817.00	\$0.00	\$5,817.00
Drop Flex Adapter	21 Drop Flex Adapter @ 58.00 each. Total= \$1,218.	\$1,218.00	\$0.00	\$1,218.00
Duty Belt	21 Duty Belts @ \$101.99 each. Total \$2,141.79.	\$2,141.79	\$0.00	\$2,141.79
Traffic Wands	25 Traffic Wands @ \$34.95 each. Total = \$873.75. Only Requesting \$823. 21	\$823.21	\$0.00	\$823.21
E. Supplies Subtotal:				\$10,000.00

Appendix D: Award Contacts

Award Number: 6N111
Recipient: City of Belle Isle
Award Title: C-6N111 FY23 Vests, Belts, Holsters, Wands
Award Period: 01/01/2025 - 09/30/2025

Recipient Grant Manager (GM)

Name: Andrew Clark
Title: Corporal
Address: 1521 Nela Avenue
Belle Isle, FL 32809-6123
Phone: 407-240-2473
Email: aclark@belleislepolice.org

Recipient Chief Official (CO)

Name: Nicholas Fouraker
Title: Mayor
Address: 1600 Nela Avenue
Belle Isle, FL 32809-6123
Phone: 407-851-7730
Email: mayor@belleislefl.gov

Recipient Chief Financial Officer (CFO)

Name: Tracey Richardson
Title: Financial Director
Address: 1600 Nela Avenue
Belle Isle, FL
Phone: 407-851-7730
Email: trichardson@belleislefl.gov

Appendix E: Special Conditions

Award Number: 6N111
Recipient: City of Belle Isle
Award Title: C-6N111 FY23 Vests, Belts, Holsters, Wands
Award Period: 01/01/2025 - 09/30/2025

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

- S0001 At the time of application review, it was noted the Recipient's SAM.gov registration will expire on Mar 15, 2025. To prevent delays in payment, the Recipient should renew their registration in SAM.gov prior to the expiration date.

- S0063 This project requests funds for the purchase of body armor/ballistic vests. In accordance with JAG program requirements, body armor may be purchased at any threat level, make, or model, from any distributor or manufacturer provided the following requirements are met: (1) the vests have been tested and comply with the most current National Institute of Justice (NIJ) Compliant Products List as of the date the armor was ordered; (2) be made in the United States; and (3) be “uniquely fitted” and conform to the individual wearer to provide the best possible fit and coverage. The Recipient shall maintain documentation of compliance with this condition and provide it to the Office of Criminal Justice Grants at monitoring.

- S0088 A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2023 Award Standard Conditions

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

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

GENERAL REQUIREMENTS

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

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
<https://www.ojp.gov/doj-financial-guide-2022>

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: <https://www.ecfr.gov/>
2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf> and <https://files.floridados.gov/media/706718/g2-june-2023.pdf>

State of Florida Statutes:
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, Fla. Stat., Public Records
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

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

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in 2 C.F.R. § 200.1.

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

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

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

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

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

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

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

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

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

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

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

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a

beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

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

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

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

SECTION I: TERMS AND CONDITIONS

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

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

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

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

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

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

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

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

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

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

12.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 Insurance for Real Property and Equipment - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 Flood Disaster Protection Act - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 General Appropriations Restrictions - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the

employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 Personally Identifiable Information Breaches - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>, and are incorporated by reference here.

20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.

3.0 Equal Employment Opportunity Program (EEO) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

4.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.

5.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

6.0 Title II of the Americans with Disabilities Act of 1990 - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing

regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.

- 7.0 Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services.
- 8.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.
- 9.0 Omnibus Crime Control and Safe Streets Act of 1968** – Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.
- 10.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 11.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
- 12.0 Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE’s Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at <https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us>.

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

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

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

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and

account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

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

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

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

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

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

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

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

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

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

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

All reports must relate financial data to performance accomplishments.

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

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

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

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

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

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

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

10.0 Verification and updating of Recipient Grant Manager contact information - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the OCJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

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

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

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

2.0 Assessments and Evaluations - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any

assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.
- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

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

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

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

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

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

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

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://www.ojp.gov/doj-guide-to-procurement-procedures>.

2.0 Cost Analysis - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).

3.0 Allowable Costs - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, "Cost Principles".

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Unmanned Aircraft Systems (UAS) - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 Facial Recognition Technology (FRT) - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 Body Armor - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards. If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN**, if recipient uses funds under this award to purchase body armor, the recipient is strongly

encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.

8.0 Indirect Cost Rate - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 Sole Source - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

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

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

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

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

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

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (<https://www.ojp.gov/doj-financial-guide-2022>); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term “contractor” is used rather than the term “vendor” and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

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

individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.
- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide and 2 C.F.R. 200.315.

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

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

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

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

"This project was supported by [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics]. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

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

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

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

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

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

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

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

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

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

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

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

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

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

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

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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

24.0 Whistleblower Protections - An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

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

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

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

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

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

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

SECTION VII: ADDITIONAL REQUIREMENTS

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

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

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

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

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

3.0 National Historic Preservation Act - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

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

5.0 Disclosures

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

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

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

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

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

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

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 Forensic Genealogy Testing - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.

12.0 Environmental Requirements and Energy - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

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

16.0 Employment Eligibility Verification for Hiring Under This Award - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

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

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

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

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

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

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

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.

3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

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

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

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

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

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

24.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 For RSAT: Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

27.0 For PSN: Media-related Outreach - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

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

29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 For NCHIP & NARIP: Firearm and Background Checks - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

**CITY OF BELLE SLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: February 4th, 2025
To: Honorable Mayor and City Council Members
From: Rick J. Rudometkin, City Manager
Subject: Discussion on Wallace Field Interlocal Agreement

Background:
The city has an interlocal agreement with CCA to renovate Wallace Field so that CCA sports and city residents can use the field. Plans have been submitted and looked at and the latest update on construction is:

CCA is working on more bids since costs have gone up substantially since they were priced initially. Bids are going out to see how competitive they will be and then choices will be made on what to possibly put on hold and move on with some initial steps for the field itself. CCA hopes to have more information by their April board meeting.

Staff Recommendation: None at this time

Suggested Motion: None at this time

Alternatives: None at this time

Fiscal Impact: N/A

Attachments: N/A

**CITY OF BELLE SLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: February 4, 2025

To: Honorable Mayor and City Council Members

From: Travis Grimm - Chief of Police

Subject: Subject: Ordinance Update – Camping Prohibition (Compliance with New State Law Florida Statutes Section 125.0231)

Background:

The City of Belle Isle is updating its **Code of Ordinances** to comply with **Florida Statutes Section 125.0231**, which prohibits municipalities from allowing unauthorized camping in public areas. This ordinance ensures **legal alignment with state law** while maintaining public safety, health, and quality of life.

The amendment specifically:

- Prohibits unauthorized camping or sleeping in public spaces (streets, parks, sidewalks, city property).
- Prohibits public urination and defecation outside designated facilities.
- Restricts sitting or lying on sidewalks and bicycle paths to prevent obstruction, with reasonable exceptions.

This ordinance provides law enforcement with clear guidelines for enforcement while ensuring compliance with state mandates.

Staff Recommendation and Council Discussion Points:

Staff recommends approval of the proposed ordinance.

Discussion Points:

- State Law Compliance – This ordinance aligns Belle Isle’s Code with Florida Statutes Section 125.0231, ensuring legal compliance and avoiding potential challenges.
- Public Safety & Health – Prohibits unauthorized camping, public urination/defecation, and sidewalk obstructions to maintain clean, accessible, and safe public spaces.
- Minimal Impact, Clear Enforcement – Law enforcement will incorporate enforcement into routine patrols, with clear guidelines and reasonable exemptions to ensure fairness.

Suggested Motion: "I move to approve the first reading of Ordinance 2025-02, amending Chapter 26 of the Belle Isle Code of Ordinances to prohibit unauthorized camping, urination/defecation in public, and obstruction of sidewalks and bicycle paths, as presented."

Alternatives: N/A

Fiscal Impact: There will be minimal financial impact. The Belle Isle Police Department will carry out enforcement as part of routine patrol duties.

Attachments:

ORDINANCE 25-02

1
2 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING CHAPTER
3 26 ENTITLED "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES" OF THE CITY OF BELLE ISLE
4 CODE OF ORDINANCES TO ADD A NEW ARTICLE III ENTITLED "OFFENSES INVOLVING PUBLIC PEACE
5 AND ORDER", TO PROHIBIT URINATING AND DEFECATING IN PUBLIC, TO PROHIBIT PUBLIC CAMPING,
6 TO PROHIBIT SITTING OR LYING ON SIDEWALKS AND BICYCLE PATHS, AND TO PROVIDE FOR
7 TRESPASS WARNINGS ON PUBLIC PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY,
8 CONFLICTS AND AN EFFECTIVE DATE.

9
10 **WHEREAS**, Section 166.021(3), Florida Statutes, provides, in pertinent part, that "[t]he Legislature
11 recognizes that pursuant to the grant of powers set forth in Section 2(b), Art. VIII of the State Constitution, the
12 legislative body of each municipality has the power to enact legislation concerning any subject matter upon
13 which the state legislature may act" except for certain very limited matters; and

14 **WHEREAS**, the City of Belle Isle may lawfully designate the use of City facilities and public space for
15 activities consistent with their purpose, and the City Council seeks to maintain a safe and orderly environment
16 on City property;

17 **WHEREAS**, the City Council seeks to discourage unlawful, unsafe, destructive, harassing, or otherwise
18 prohibited activity on City property that interferes with the designated use of such property;

19 **WHEREAS**, the City Council finds that the presence of individuals who have violated City ordinances,
20 rules, regulations, or State law on public property or on private property for which the City has a public access
21 easement creates a threat to the safety and welfare of the citizens and visitors of the City, as well as City
22 property and facilities, and therefore deems this ordinance to promote such public safety, public welfare, and
23 protection of property; and

1 **WHEREAS**, the City Council desires to provide for a method to allow for the issuance of trespass
2 warnings for individuals committing violations of City ordinances, rules, regulations, or State law, followed by the
3 opportunity for a hearing to address the alleged deprivation of any constitutionally protected liberty interest of
4 such individuals.

5 **WHEREAS**, the Florida Legislature has passed Section 125.0231, Florida Statutes, prohibiting a
6 municipality from authorizing or allowing any person to camp in public areas except as permitted by statute;

7 **WHEREAS**, the City desires to incorporate into its code provisions consistent with Section 125.0231,
8 Florida Statutes; and

9 **WHEREAS**, the City Council of the City of Belle Isle, Florida (“City”), has determined that this
10 Ordinance continues to protect the health, safety, and welfare of the City’s citizens;

11

12 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Belle Isle, Florida, that:

13

14 **SECTION 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and
15 correct and are hereby made a part of this Ordinance.

16 **SECTION 2. Amendment of City Code.** Chapter 26 of City of Belle Isle Code of Ordinances is hereby
17 amended to add a new Article III stating as follows (words that are underlined are additions):

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19 **ARTICLE III. OFFENSES INVOLVING PUBLIC PEACE AND ORDER**

20 **Sec. 26-32. - Urinating or Defecating in Public**

21 a. It shall be unlawful for any person to urinate or defecate in a public place other than one set aside and
22 designated for that particular purpose.

23 b. Violations of this section shall be punishable as provided in Belle Isle Code section Sec. 1-12.

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1 **Sec. 26-33. - Camping Prohibited**

- 2 a. For the purpose of this section, "camp" is defined as sleeping, lodging, or residing overnight or
- 3 otherwise being in a temporary shelter outdoors; or sleeping outdoors.
- 4 b. It shall be unlawful for any person to camp or sleep on public property, including, but not limited to,
- 5 public buildings or their grounds, public sidewalks, streets, alleyways, city property, parks or green
- 6 spaces, on or under public rights-of-way, not designated as a campground by a governmental entity.
- 7 c. (c) Violations of this section shall be punishable as provided in Belle Isle Code section Sec. 1-12.

8

9 **Sec. 26-34. – Sitting or Lying on Sidewalks or Bicycle Paths Prohibited**

10 (a) It is unlawful for any person, after having been notified by a law enforcement officer of the prohibition in this

11 section, to sit or lie down upon a public sidewalk or bicycle path, or upon any blanket, chair, stool, or any other

12 object placed upon a public sidewalk or bicycle path.

13 (b) Violations of this section shall be punishable as provided in Belle Isle Code section Sec. 1-12.

14 (c) It is an affirmative defense to the prohibition in this section if it is shown that:

- 15 (1) Sitting or lying down in violation of subsection (a) is due to a medical emergency;
- 16 (2) The person is sitting while operating or patronizing an event conducted on or within a public
- 17 sidewalk or bicycle path pursuant to a City-issued permit; or a person participating in or attending a
- 18 parade, festival, performance, rally, demonstration, meeting, or similar event conducted on a public
- 19 sidewalk pursuant to a street use or other applicable City-issued permit;

20 (3) The person sitting on a sidewalk is there only temporarily while awaiting transportation on a

21 particular bus at a bus stop and the person is not obstructing the ability of others to use the sidewalk.

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1 **Sec. 26-35. – Trespass warnings on public property.**

2 (a) City employees or officials, or their designees, having control over a City facility, building, or outdoor area,
3 including municipal parks, are authorized to issue a trespass warning to any individual who violates any City
4 ordinance, rule, regulation, State law, or lawful directive of a City employee or official, which violation was
5 committed while on or within a City facility, building, or outdoor area, including municipal parks, for the specific
6 property where the violation occurred.

7 (b) When no other City employee or official having control over a City facility, building, or outdoor area, including
8 municipal parks, is present, a Police Officer is authorized to issue a trespass warning to any individual who
9 violates any City ordinance or State law which was committed while on or within a City facility, building, or
10 outdoor area, including municipal parks, for the specific property where the violation occurred. For the first
11 violation, the individual may be issued a trespass warning for a period not to exceed one (1) year.

12 (c) For a second or subsequent violation, the individual may be issued a trespass warning for a period not to
13 exceed two (2) years.

14 (d) A copy of the trespass warning shall be provided by mail or hand delivery to the individual and to the City
15 employee or official having control over the City park, facility, building, or outdoor area. The written trespass
16 warning shall advise of the right to appeal and the location for filing the appeal.

17 (e) This section shall not be construed to limit the authority of any City employee or official to issue a trespass
18 warning to any person for any lawful reason for any City property, including rights-of-way when closed to
19 general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the City employee
20 or official.

21 (f) Appeal of trespass warning. A person to whom a trespass warning is issued under this section shall have the
22 right to appeal as follows:

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1 (1) An appeal of the trespass warning must be filed, in writing, within ten (10) days of the issuance of
2 the warning, and shall include the appellant's name, address, and phone number, if any. No fee shall be
3 charged for filing the appeal.

4 (2) The appeal shall be filed at the location specified in the trespass warning.

5 (3) The city shall contract with a special magistrate and/or the contracted Local Hearing Officer to hear
6 all trespass appeals.

7 (4) Within thirty (30) days following the filing of the appeal, the special magistrate or Local Hearing
8 Officer shall schedule a hearing. Notice of the hearing will be provided to the appellant by:

9 a. Posting the notice at City Hall located at 1600 Nela Avenue, Belle Isle, Florida; and

10 b. Mailing a copy of the notice if an address is provided. In the event of non-delivery, the notice
11 posted at City Hall shall suffice.

12 (5) The special magistrate or Local Hearing Officer shall hold the hearing as soon as possible. In no
13 event shall the hearing be held sooner than seven (7) days following the filing of the appeal and no later than
14 sixty (60) days from the filing of the appeal.

15 (6) Copies of documents in the city's control which are intended to be used at the hearing, and which
16 directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to
17 the appellant at no cost.

18 (7) The appellant and the city shall have the right to attend with an attorney, the right to testify, to call
19 witnesses, to cross-examine witnesses, and to present evidence. Any attorney appearing on behalf of the
20 appellant shall file a notice of appearance with the office of the city attorney at least three (3) days prior to the
21 hearing. The appellant shall have the right to bring a court reporter, at his or her own expense.

22 (8) The special magistrate or Local Hearing Officer shall consider the testimony, reports, or other
23 documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence shall not
24 apply, but fundamental due process shall govern the proceedings.

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1 (9) The city shall bear the burden of proof by clear and convincing evidence that the trespass warning
2 was issued pursuant to the criteria of this section.

3 (10) If the appellant fails to attend a scheduled hearing, the special magistrate or Local Hearing Officer
4 shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the
5 criteria of this section.

6 (11) Within five (5) days of the hearing, the special magistrate or Local Hearing Officer shall issue a
7 written decision on the appeal which shall be mailed to the appellant at the address provided. If no address is
8 provided, a copy of the decision shall be posted at City Hall.

9 (12) The decision of the special magistrate or Local Hearing Officer shall be final and the appellant shall
10 be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in
11 the manner provided by law by the appellant. The city may not appeal the decision of the special magistrate.

12 (13) The trespass warning shall remain in effect during the appeal and review process, including any
13 judicial review.

14
15 **SECTION 3. Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this
16 Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether
17 for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and
18 independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

19 **SECTION 4. Conflicts.** In the event of a conflict or conflicts between this Ordinance and any other ordinance
20 or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

21 **SECTION 5. Codification.** Section 2 of this Ordinance shall be incorporated into the Belle Isle City Code. Any
22 section, paragraph number, subsection number, letter and/or any heading may be changed or modified as
23 necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected,
24

25

1 and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or City
2 Code may be freely made.

3 **SECTION 6. Effective date.** This Ordinance shall become effective immediately upon adoption by the City
4 Council of the City of Belle Isle, Florida.

5 **FIRST READING:** February 4, 2025

6 **SECOND READING:** February 18, 2025

7
8 **ADOPTED** this ____ day of _____, 2025, by the City Council of the City of Belle Isle, Florida.

	YES	NO	ABSENT
10 Frank Vertolli	_____	_____	_____
11 Holly Bobrowski	_____	_____	_____
12 Danny Otterbacher	_____	_____	_____
13 Jason Caron	_____	_____	_____
14 Beth Lowell	_____	_____	_____
15 Stanley Smith	_____	_____	_____
16 Jim Partin	_____	_____	_____

17

18 **ATTEST:** **CITY OF BELLE ISLE**

19 _____ _____

20 Yolanda Quiceno, City Clerk Nicholas Fouraker, Mayor

21
22 _____

23 Approved as to form and legality
24 Dan Langley, City Attorney

25

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, Yolanda Quiceno, City Clerk of the City of Belle Isle do hereby certify that the above and foregoing document

4 ORDINANCE 25-02 was duly and legally passed by the Belle Isle City Council, in session assembled on the

5 _____ day of _____, 2025, at which session a quorum of its members were present.

6

7 _____

8 Yolanda Quiceno, CMC-City Clerk

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CITY OF BELLE SLE, FLORIDA CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: February 4th, 2025

To: Honorable Mayor and City Council Members

From: Rick J. Rudometkin, City Manager

Subject: CCA Foundation Sponsorship Request – Viva Las Vegas Fundraising Event

Background:

Allen Gatlin, the President of the Cornerstone Academy Foundation, which is a parent-run nonprofit that raises money for the art and athletic programs at CCA, is having their largest fundraising event, Viva Las Vegas Casino Night, on Saturday 2/15/25 at the police lodge on Hansel. Last year’s event had 200+ attendees that included parents, school faculty, the Belle Isle police, and Mayor Fouraker.

They are looking to fill their last sponsorship spots for the event and wanted to see if the City of Belle Isle was interested in being a sponsor. The remaining sponsor levels are found on the attachment.

Staff Recommendation: No recommendation at this time

Suggested Motion: **I move to approve sponsoring the** Viva Las Vegas Casino Night, on Saturday 2/15/25 for the ----- sponsor spot in the amount of -----

Alternatives: Do not approve

Fiscal Impact:

\$500 - \$1500 one-time expense depending on the level of sponsorship

Attachments:

Viva Las Vegas Casino Night Flyer

Sponsor - Royal Flush - \$1,500

Sale ends

Feb 01, 11:00 PM

Sale ends: Feb 01, 11:00 PM

The Royal Flush sponsor will be the sponsor of a gaming table at the event and will have a specialty themed drink named after them. The Royal Flush sponsor's generosity will be advertised on signage at the event and across multiple social media platforms. The Royal Flush sponsor gets 6 tickets to the event, \$12,000 worth of casino funny money for games, 6 drink tickets, and sponsors 3 teacher/staff event tickets.

Sponsor - Straight Flush - \$1,000

Sale ends

Feb 01, 11:00 PM

Sale ends: Feb 01, 11:00 PM

The Straight Flush sponsor will be the sponsor of a gaming table at the event. The Straight Flush sponsor's generosity will be advertised on signage at the event and across multiple social media platforms. The Straight Flush sponsor gets 4 tickets to the event, \$8,000 worth of casino funny money for games, 4 drink tickets, and sponsors 2 teacher/staff event tickets.

Sponsor - Full House - \$500

Sale ends

Feb 01, 11:00 PM

Sale ends: Feb 01, 11:00 PM

The Full House sponsor's generosity will be advertised on signage at the event and across multiple social media platforms. The Full House sponsor gets 2 tickets to the event, \$4,000 worth of casino funny money for games, 2 drink tickets, and sponsors 1 teacher/staff event tickets.



CASINO NIGHT

VIVA LAS VEGAS

\$45

FEB 15, 2025
7:00 PM – 11:00 PM

FRATERNAL ORDER OF POLICE,
5505 HANSEL AVE, ORLANDO, FL 32809

DJ, HEAVY APPETIZERS, RAFFLES, SILENT AUCTION, CASINO GAMES



CITY OF BELLE SLE, FLORIDA CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: February 4th, 2025
To: Honorable Mayor and City Council Members
From: Rick J. Rudometkin, City Manager
Subject: Discussion and Approval of Hearts against Hunger 5k Sponsorship

Background:
In the past, the city has sponsored the Hearts against Hunger 5k. They were able to deliver 12k grocery boxes directly to the doorsteps of families in need, built meaningful relationships and connected families to resources that empower them to rise above their challenges.

This year they are inviting the city to partner with them again for the 2025 event to make an even greater impact and build a stronger and healthier community for all.

Staff Recommendation:
To sponsor the Hearts against Hunger 5k

Suggested Motion: **I move to approve sponsoring the Hearts against Hunger 5k for the
----- level in the amount of -----**

Alternatives: Do not approve

Fiscal Impact:
\$500 - \$10k one-time expense depending on the level of sponsorship

Attachments:
Hearts against Hunger 5k flyer



Holly,

If you're reading this letter, it's because you're amazing! Last year, you played a vital role as a sponsor of Servant's Heart Ministry's Hearts Against Hunger 5K, and we cannot overstate how much your generosity meant to us and the thousands of our neighbors we serve. Your support was a lifeline, enabling us to deliver compassionate care and meet the critical needs of the most vulnerable in our community.

Because of you, we delivered over 12,000 grocery boxes directly to the doorsteps of families in need. But what we accomplished together goes far beyond food. Through your partnership, we built meaningful relationships and connected families to resources that empower them to rise above their challenges. At Servant's Heart Ministry, we believe our mission is not just to feed communities but to empower lives, helping families achieve stability and contribute to a thriving, sustainable community.

None of this would have been possible without your sponsorship of this special event. That's why I'm thrilled to invite you to partner with us again for the 2025 Hearts Against Hunger 5K! Together, we can make an even greater impact, building a stronger, healthier community for all.

Please take a moment to review the attached sponsorship opportunities. We'd love for you to join us again in making this year's event even more successful than we can imagine. If you have any questions or want to chat about how we can work together, please don't hesitate to reach out—I'm here for you!

Thank you for being such an integral part of our mission. Your generosity inspires us to keep going, and we are beyond grateful for you.

Chip Hanna

Executive Director
Servant's Heart Ministry
chip@servantshartministry.org
407-697-2152



CORPORATE SPONSORSHIP OPPORTUNITIES

c.



MAKE AN IMPACT BY SPONSORING OUR ANNUAL 5K!

Join Servant's Heart Ministry in our mission to feed and empower vulnerable children and families in our community.

Saturday, May 10, 2025
Belle Isle, Florida



DIAMOND

\$10,000 +

- Logo on Race Bib
- One year space on the Diamond Donor wall at offices.
- Prominent logo recognition at the start and finish line as presenting sponsor
- Co-branded marketing and advertising opportunities
- Prominent recognition in the runner's packet insert
- Presenting sponsor recognition by emcee throughout race day and awards ceremony
- Prominent recognition on all event promotions (*including race registration, posters, brochures, fliers, E-mail blasts, website, newsletter, and social media*)
- Most prominent logo on race day shirts
- Most prominent logo on the banner at the event, named as presenting sponsor
- Reserved space for a corporate booth on race day
- 15 Complimentary registrations

RUBY

\$7,500

- Prominent logo recognition at the start and finish line as presenting sponsor
- Co-branded marketing and advertising opportunities
- Prominent recognition in the runner's packet insert
- Sponsor recognition by emcee
- Prominent recognition on all event promotions (*including race registration, posters, brochures, fliers, E-mail blasts, website, newsletter, and social media*)
- Prominent logo on race day shirts
- Prominent logo on the banner at the event, named as presenting sponsor
- Reserved space for a corporate booth on race day
- 12 Complimentary registrations

PLATINUM

\$5,000

- Co-branded marketing and advertising opportunities
- Prominent recognition in the runner's packet insert
- Sponsor recognition by emcee
- Prominent recognition on all event promotions (*including race registration, posters, brochures, fliers, E-mail blasts, website, newsletter, and social media*)
- Prominent logo on race day shirts
- Prominent logo on the banner at the event, named as presenting sponsor
- Reserved space for a corporate booth on race day
- 10 Complimentary registrations

GOLD **\$2,500**

- Sponsor recognition by emcee
- Company logo will appear on the SHM website, race website, newsletter, banner, and posters
- Company logo will appear on race day shirts
- Company logo on the banner at the event
- Reserved space for a corporate booth on race day
- 6 Complimentary registrations

SILVER **\$1,000**

- Sponsor recognition by emcee
- Company logo will appear on the SHM website, race website, newsletter, banner, and posters
- Company name will appear on race day shirts
- Company logo on the banner at the event
- Reserved space for a corporate booth on race day
- 2 Complimentary registrations

BRONZE c. **\$500**

- Company logo on the banner at the event
- Reserved space for a corporate booth on race day

COMPANY NAME/ORGANIZATION _____

COMPANY MAILING ADDRESS _____

CITY, STATE, & ZIP CODE _____

PHONE _____ WEBSITE _____

CONTACT NAME _____ CONTACT PHONE _____

CONTACT EMAIL _____

AMOUNT ENCLOSED: \$ _____

** Due to printing deadlines, all logo submissions need to be received by March 15 to be included on shirts. Logo format in full color 300dpi, JPG or EPS files*

DIAMOND \$10,000+

RUBY \$7,500

PLATINUM \$5,000

GOLD \$2,500

SILVER \$1,000

BRONZE \$500



Please make payable to:
Servant's Heart Ministry
6109 Anno Ave.
Orlando, FL 32809

Questions?

Call or text Wendy at 407-484-3368
events@servantsheartministry.org

SERVANTSHEARTMINISTRY.ORG/RACE

Servant's Heart Ministry is a registered 501(c)(3) private, nonprofit organization. EIN: 01-0612200.
View the annual 990 report as submitted to the IRS and more information at cfound.org or guidestar.org.



**CITY OF BELLE SLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: February 04, 2025
To: Honorable Mayor and City Council Members
From: Travis Grimm - Chief of Police
Subject: Memorandum of Understanding (MOU) for Traffic Enforcement in Gated and Private Communities

Background:

The Belle Isle Police Department (BIPD) currently does not have jurisdiction to conduct traffic enforcement on private streets or within gated communities unless a Memorandum of Understanding (MOU) is signed between the community and the City. Conway Isles has already expressed interest in joining this program. This presents an opportunity to explore similar partnerships with the City’s other gated communities: Winward Condos, Sienna Place, The Highlands, Belle Vista, and Brighton Park.

These gated communities are the only ones within the City requiring such agreements for traffic enforcement. Non-gated communities do not need an MOU, as traffic enforcement falls under the existing jurisdiction of the BIPD. Any proposed MOU with a gated or private community must be brought before the City Council for review and approval before execution.

Staff Recommendation and Council Discussion Points:

Staff recommends approving outreach to Conway Isles and the other gated communities to offer the opportunity to sign an MOU for traffic enforcement. This initiative will improve traffic safety and compliance within these private communities.

Suggested Motion:

"I move to authorize the Police Department to engage with Conway Isles and the other gated communities in the City, including Winward Condos, Sienna Place, The Highlands, Belle Vista, and Brighton Park, to explore and formalize Memorandums of Understanding (MOUs) for traffic enforcement on private streets, subject to City Council approval."

Alternatives: N/A

Fiscal Impact: There is no immediate fiscal impact. Agreements with gated communities may involve negotiated terms for traffic enforcement, including possible cost-sharing for specific patrols.

Attachments: Draft Memorandum of Understanding Template

Private Streets Traffic Enforcement Agreement

THIS PRIVATE STREETS TRAFFIC ENFORCEMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 202█ by and between the **CITY OF BELLE ISLE**, a Florida municipal corporation (hereinafter the “City”), and _____ **HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, organized under the laws of the State of Florida (hereinafter the “Association”).

WHEREAS, the Association represents and warrants that it is the title owner of certain private roads or limited access roads lying within the Conway Isles subdivision, which are more particularly described as _____, **according to the plat thereof recorded at Plat Book ____, Page ____, Public Records of Orange County, Florida and _____** (hereinafter the “Private Roads”); and

WHEREAS, the Association desires the City’s Police Department to enforce the traffic laws of the State of Florida on such Private Roads; and

WHEREAS, the Association by and through the undersigned corporate official, personally and individually represents that it does have the authority to enter into this Agreement covering the Private Roads and that the board of directors of the Association have duly voted to approve this Agreement and its execution by the undersigned corporate official of the Association; and

WHEREAS, Section 316.006(2)(b), Florida Statutes authorizes the City to enter into agreements such as this Agreement and requires the parties to enter into a written agreement for municipal traffic control jurisdiction over the Private Roads; and

NOW, THEREFORE, in consideration of the premises and receipt of ten dollars (\$10.00) and other valuable consideration, in hand paid, the parties hereto being first duly authorized and fully informed of the intentions herein expressed, do hereby affix their signatures and expressly state and agree the City’s Police Department shall exercise municipal traffic control jurisdiction over the Private Roads of the Association.

1. **Recitals.** The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. **Jurisdiction.** City agrees to exercise jurisdiction over enforcement of the traffic laws upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(2)(b), *Florida Statutes*, and subject to the terms and conditions of this Agreement and subsequent agreement that the City and Association may enter into concerning compensation for law enforcement patrols and traffic enforcement within the Conway Isles subdivision. The City’s exercise of traffic law enforcement pursuant to this Agreement shall be in addition to that authority presently exercised by City over the Private Roads and nothing herein shall be construed to limit or remove any such authority. The frequency and manner of traffic enforcement over the Private Roads pursuant to this Agreement shall be solely at the discretion of the City’s Police Department. All revenue from the fines, costs, and penalties imposed by the traffic citations issued for violation

of traffic laws on the Private Roads shall be apportioned in the manner set forth in applicable statutes; the Association shall not receive any portion of such fines, costs, and penalties.

3. **Labor Compensation Agreement.** This Agreement is not intended to address the compensation, scheduling and time commitments by the City’s Police Department for traffic enforcement and patrols within the Conway Isles subdivision. The Association understands that this Agreement does not obligate the City or its Police Department to patrol the Private Roads or Conway Isles subdivision. If the Association would like specific time commitments for law enforcement patrols and traffic enforcement within the Conway Isles subdivision, it will need to negotiate and execute a separate agreement with the City in order to compensate the City for the City’s Police Department’s labor and equipment involved. Any such agreement will be subject to the availability of law enforcement officers and other commitments upon the City’s Police Department.

4. **Signage.** The Association shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit by appropriate FDOT approved signage. Further, the Association shall be responsible for posting and maintaining stop signs and other traffic signage along said Private Roads in accordance with applicable laws, specifications, rules and regulations.

5. **Liability not Increased.** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the City or the City’s Police Department or its officers than that which the City or the City’s Police Department or its officers would ordinarily be subjected to when providing its normal police services. This Agreement does not impose any additional duty to the Association or its members upon the City and the City’s Police Department. Nothing herein shall constitute or be deemed a waiver of the City’s sovereign immunity or of any other privilege, protection, defense, or immunity afforded to the City or its employees, officials, officers and agents under the law.

6. **Indemnification.** To the fullest extent permitted by law, the Association shall indemnify, defend, and hold the City and the City’s Police Department and its employees and officers harmless from any loss, cost, claim, damage or expense, including attorneys’ fees and litigation expenses (at all trial and appellate levels and with lawyers selected by the City), for any action, claim, penalty, or judgment arising out of, related to, or stemming from, either directly or indirectly, (i) this Agreement, (ii) the City’s enforcement of traffic laws on the Private Roads, (iii) the Association’s operation, maintenance, repair and reconstruction of the Private Roads, drainage systems, signage or any other private subdivision improvements, or (iv) from any combination of the foregoing. The Association shall be responsible for obtaining and maintaining general liability insurance coverage for the Private Roads and Association’s other properties during the term of this Agreement in commercially reasonable limits. This provision shall survive termination of this Agreement.

7. **Road Maintenance.** Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the City to operate, maintain, replace and repair the Private Roads, as such is the responsibility and obligation of the Association and its members.

8. **Term.** The term of this Agreement shall run from the Effective Date and end on _____, and this Agreement shall thereafter automatically continue for successive one fiscal year terms (running date to date) unless terminated by any party by thirty (30) days written notice to the other party. Further, this Agreement may be terminated at any time by either party upon written notice of termination to the other party; provided however, if the Association desires to terminate this Agreement, the Association shall give the City at least thirty (30) days prior written notice of termination. This Agreement shall be effective (the "Effective Date") upon the execution of this Agreement by the last of the parties to sign and after the City's City Commission has approved this Agreement.

9. **Notice.** All notices to be given under this Agreement shall be in writing and sent by U.S. Mail or by personal hand delivery to the following addresses:

To City: City of Belle Isle Police Department
Attn: Chief of Police
1521 Nela Avenue
Belle Isle, Florida 32809

To Association: _____ Homeowners Association, Inc.

Either party may change its address for notice purposes upon written notice of such change to the other party.

10. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner with approval by the City's City Commission.

[Signature Page on Next Page]

IN WITNESS WHEREOF, this Agreement was executed on the day and year above written.

CITY OF BELLE ISLE

ATTEST:

Nicholas Fouraker, Mayor

Yolanda Quiceno, City Clerk

Date: _____

_____ **HOMEOWNERS ASSOCIATION, INC.**

BY: _____, as President/Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by physical presence this _____ day of _____, 2024 by _____, as President/Director of _____ Homeowners Association., Inc., a Florida Not For Profit Corporation.

Signature of Notary

Print Name

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

**CITY OF BELLE SLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: February 4th, 2025
To: Honorable Mayor and City Council Members
From: Rick J. Rudometkin, City Manager
Subject: Discussion on Special Events Committee recruitment/members

Background:
In the past, the Special Events Committee has had a strong group. Last year saw more events and the committee was stretched due to Commissioner Bobrowski leaving the group and limited participation by the members. For 2025, we have had another resignation and there might be more due to personal commitments.

With the easter event coming up and future events being planned, the committee has asked that a representative be allowed to address the council with some concerns.

Staff Recommendation: Assist the Special Events Committee.

Suggested Motion: **I move to approve**

Alternatives: Do not approve

Fiscal Impact: N/A

Attachments: N/A

**CITY OF BELLE SLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: February 4th, 2025
To: Honorable Mayor and City Council Members
From: Rick J. Rudometkin, City Manager
Subject: Discussion and approval of Belle Isle Youth Council Participation Program

Background:

A youth Council by definition is an advisory body composed of local youth. They provide advice and counsel to the local governing body. This provides students with a unique opportunity to experience local government by participating in a city council meeting.

Commissioner Vertolli has requested that the council discuss this program for possible implementation here at the City of Belle Isle.

Staff Recommendation:

Approve the implementation of a Belle Isle Youth Council Participation Program.

Suggested Motion: **I move to approve the implementation of a Belle Isle Youth Council Participation Program.**

Alternatives: Do not approve

Fiscal Impact: N/A

Attachments:

- Program outline
- Guide for Creating a City Youth Council

Belle Isle Youth Council Participant Program

Purpose and Objectives

- **Purpose:** Provide students with a unique opportunity to experience local government by participating in a city council meeting.
 - **Objectives:**
 - Foster awareness of civic duties and responsibilities.
 - Encourage future involvement in community leadership.
 - Build public speaking and organizational skills in students.
-

Program Overview

- **Eligibility:**
 - Open to Belle Isle residents in grades 6-12 (public, private, or homeschooled).
- Or students enrolled in Cornerstone Charter Academy 6-12 grad.

Selection Process:

- Students may apply or be nominated by their school or a community leader.
 - Simple online application to include:
 - A brief personal statement on their interest in local government.
 - Parental/guardian consent.
-

Role at the City Council Meeting

- **Meeting Participation:**
 - Open the council meeting with a **welcome statement**.
 - **Lead the Pledge of Allegiance**.
 - **Confirm Quorum** (with guidance from the City Clerk).
 - Sit with the council to observe proceedings (as a non-voting honorary member).

- Present an **idea, issue, or observation** from the youth perspective (optional and pre-approved by the City Clerk).
-

Program Guidelines

1. Preparation:

- Students will meet briefly with a council member or the City Clerk prior to the meeting for an overview of their role.
- Provide students with a **script or checklist** of their responsibilities.

2. Recognition:

- At the meeting, students will receive:
 - A **certificate of participation** signed by the Mayor and City Council.
 - A **photo opportunity** with the Mayor and council members.
- Their name will be mentioned in the meeting minutes.

3. Community Engagement:

- Encourage students to invite family and peers to attend the meeting to celebrate their involvement.
-

Program Schedule

- **Frequency:** One student per council meeting or quarterly events with multiple participants.
 - **Length:** Participation will last approximately 15-20 minutes at the start of the meeting.
-

Benefits

- Builds youth confidence and public speaking skills.
- Strengthens ties between local government and the community's youth.
- Offers students a firsthand experience of civic processes without a long-term commitment.

In August 2008, Wellington Vice Mayor Carmine Priore was sworn in as president of the Florida League of Cities. In his first speech as president, he spoke about how students are receiving little or no civic education instruction in the classroom and cited surveys and studies showing that a large percentage of high school students know little about their governments. He made it his presidential priority to promote civic education and encouraged cities to create youth councils to educate this younger generation.

While many of Florida's cities already have youth councils, we wanted to create a document that would serve as a "road map" for others wanting to start similar programs. These special citywide councils are composed of students from different high schools within the city and serve as an advisory board to the city commission/council. These students are the leaders of tomorrow and it is important to expose them to municipal government at an early age. We hope that your city will consider forming a youth council.

The Florida League of Cities would like to thank the North Carolina Civic Education Consortium for providing a template for this document. Additionally, the League would like to thank the following Florida governments for providing information on their youth councils: Dade City, West Palm Beach and Destin; and also Greene County, N.C.

For more information, contact Casey Cook at ccook@flcities.com or by phone at (850) 701-3609.

**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Date: February 4, 2025
To: Honorable Mayor and City Council Members
From: Yolanda Quiceno, City Clerk
Subject: Council Member Canvassing Board Appointment

Background:

Sec. 8.11 - Canvass of election returns (b) states that *Election returns for City elections not held in conjunction with a county-wide election shall be canvassed by a City Canvassing Board comprised of one (1) member of the City Council to be designated by the City Council, the City Manager and the City Clerk. Within ten (10) days of the date of any election not held in conjunction with a County-wide election or as soon thereafter as reasonably possible, the City Canvassing Board shall canvass the returns and issue its certificate to be recorded in the minutes of the next regular or special City Council meeting. Members of the city council who are candidates on the ballot shall not participate in canvassing the returns.*

In addition, we require that the City Council approve the Supervisor of Elections Office opening and processing the ballots on March 11, 2025, starting at 9 a.m., and have the City Clerk present to view the process. The Belle Isle **Canvassing Board will then be required to meet at 4 p.m. on March 11th** at the Elections Office on Kaley Avenue to recertify the ballots.

Following the close of the Election, the Canvassing Board will **reconvene on Friday, March 14, 2025, at 10 am** to Certify the Results and Cure any Provisional affidavits.

Staff Recommendation: Designate a Council member to the City Canvassing Board.

Suggested Motion: I move that we designate (Commissioner Name) to the City Canvassing Board for the March 11, 2025, municipal general election and agree to have the Supervisor of Elections Office open and process ballots on March 11, 2025, at 9 a.m.

Alternatives: None - required

Fiscal Impact: None

Attachments: None

As a note, Former Comm Carugno had been the City Council designee for the past two elections.

City Manager Work List:

- Golf Cart Ordinance update:

We are updating our golf Cart ordinance, including areas covered by the city and the county, along with a new map. As this unfolds it will be brought back to the council. We are including a flyer and protocol instructions as well.

- RFP's:

We will be going out for RFPs for a number of items. They include Lobbying Services, IT Services, Audit Services, etc., to name a few. We are looking at other contracts and services. This will clean up our contract list and streamline the processes.

- Hurricane Milton:

We are currently having meetings with FEMA. Our Vendor has been paid for the debris clean-up with documentation reconciled/validated by the city and vendor. Destruction of the debris pile is completed, and the vendor has been paid as well. We will be seeking reimbursement for the costs associated with Milton for Category A&B. There are numerous meetings as we start the process of seeking reimbursement.

- Hurricane Ian:

We have met with KPMG and Florida DEP on what is required to apply for our possible reimbursement that has been ongoing now for almost 2 1/2 years. Due to some issues on the state's end, we have re-established communication and are trying to procure documentation to justify the invoices paid. We might not receive all of the reimbursement due to a lack of documentation and load ticket discrepancies. The council has approved the CM to do a preliminary investigation to inquire about the events that took place. We are currently involved with interviews and documentation collection. There has been cooperation between all parties. Social media has been active.

- Revenue stream needs:

We are working with the Budget Committee to come up with revenue stream options for the increased expenditures from the OCFD millage increase and our 5-year CIP project list. We will do a road show to explain to the residents the "why". We also are completing a rate study to look at increasing stormwater fees for the next FY. The current fund for this is negative due to pipelining projects. We have needs to continue with maintenance and are looking to fund these needs.

- 3904 Arajo condemnation:

City Council approved on October 15th, the Order of Condemnation and Removal of Hazardous Condition. PW has 3 bids and is waiting for the contractors on the price to remove the internal personal items in the house. We have posted for 30 days a legal ad for the personal property inside the house. We will bring this back to the council for approval once we have all the legal protocol complete.

- Annexation:

We are working with Orange County to put in place a planning agreement to help with future annexation possibilities. This agreement needs to be in place for us to have the ability in the future. We are currently creating maps to show the areas we are interested in acquiring through annexation. This will be part of our planning agreement.

- City Hall renovation:

The landscaping has been completed and now we are making some changes and additions to the inside of the building. LEDs are currently being installed. We still need painting, (inside) and updates to finish the renovations for our current city hall.

- Property Acquisition/Municipal Complex

The environmental study for the 20.5-acre property on Conway and Judge is completed by Bio-Tech. We have met with Bio-tech for the initial discussion of the report. We will have a workshop to discuss this property and the future of our municipal complex in the next few weeks. The concept for our current location needs to be funded and a final location needs to be determined to save on cost. Also, deciding on whether to move forward on the Conway property or not, is essential to move forward. We also have another idea for a location which will be brought up at the workshop.

- Comp Plan Update:

The council in January approved the Comp Plan and water plan! By approving this, we will now have a living document to refer to as we move into the future. It has been submitted to the state and other agencies.

- Stormwater Grant:

We have been confirmed for money for this grant application from Congressman Soto's office. The amount currently confirmed is \$850k. This amount could go up as this moves forward through the process in the state's budget process. We will have more information once the state contacts us for more information.

- Purchasing Policy

The Purchasing Policy has been updated with our purchasing thresholds modified and some other language being looked at. It will be reviewed by staff and then follow-up comments will be made, then it will be presented to the council for adoption.

- Resilient Florida Grant - 23PLN26, Belle Isle Vulnerability Assessment.

This grant is funded at \$115k for the City of Belle Isle including a \$35k match. The final agreement has been signed. We will contact a consultant to administer this grant process and fulfill the grant requirements.

- Judge/Daetwyler Dr. Transportation Grant:

Congressman Soto’s office presented us with a check for \$745k for street improvements to improve multi-use path(s), for pedestrians and bicyclists, road improvements, etc. We hope to start the project this year. This grant was programmed in the state’s last year budget, and we are waiting on the state to contact us to solidify the grant agreement.

- Updating and closing previous grants and reimbursements from FEMA, Florida PA, and Florida DEP:

SOL Ave grant will be reimbursed hopefully by April of this year. The final agreement has been signed. We are working to provide information and update quarterly reports that have not been updated previously. We have only a few items left to fill out and are waiting on a response from Florida DEP for the information we have provided.

- Lancaster House Update:

We continue to wait on CCA approval by their board for the carveout document. They need 51% of the bondholders and they have 46% now. It will come back to the city for final approval once that % is met. We are working on sending the final agreement to CCA.

- Hoffner Ave Traffic Improvements Grant:

The city has the fully executed State Funded Grant Agreement, (SFGA agreement) between the city and the Florida Department of Transportation (FDOT) for **453225-1-54-01 (FY24) SFGA, Hoffner Ave Traffic Improvements, \$1.5M**. We are working on setting up a meeting with the county to talk about a financial partnership to make these improvements on Hoffner. The city has no match money for this project. To move forward, a revenue stream will have to be recognized and approved. We are hopeful that having the grant funding, OC partnering and a revenue stream installed will be enough to start this project and get it underway. We are also looking at other state grant funding for this.