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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

December 01, 2025 at 6:00 PM

Venue: City Hall

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## AGENDA

### REVISED

**Revised 12/1/2025: Item #12 Special Event Permit Application removed, Item # 13 Modifying Christmas Holiday Schedule removed, Item #6 added, Item #10 resolution revised and addendum to Exhibit A added**

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

**Events Prior to Meeting - 5:00 PM Workshop - Mobility Fees**

**Pledge of Allegiance**

**Invocation - Mayor Noah Walker**

**Roll Call**

***Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.***

***Failure to abide by the rules of decorum will result in removal from the meeting.***

**Approval of Agenda**

**Proclamations/Awards**

[1.](#) Baptist Women's World Day of Prayer - November 3, 2025

**Public Participation - Persons Wishing to Address Council**

*Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to [submissions@lcfla.com](mailto:submissions@lcfla.com) no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.*

## **Approval of Consent Agenda**

- [2.](#) Minutes - November 3, 2025 Regular Session
- [3.](#) City Council Resolution No. 2025-156 - A resolution of the City of Lake City, Florida, authorizing the use of certain funds awarded from the settlement with Endo Health Solutions, Inc., a Delaware Corporation to be utilized by the Lake City Fire Department to purchase advanced life support equipment in an amount not to exceed \$30,844.10; making certain findings of fact in support thereof; recognizing the authority of the City Manager to expend funds not exceeding \$35,000 provided the City's procurement policies are followed; repealing all prior resolutions in conflict; and providing an effective date.
- [4.](#) City Council Resolution No. 2025-157 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 001-2025 for the exterior painting and renovation of the elevated steel water tank at the City's Water Treatment Plant; awarding said bid to Southeastern Tank and Tower, Inc., a Florida Corporation, at a cost not to exceed \$106,000; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [5.](#) City Council Resolution No. 2025-159 - A resolution of the City of Lake City, Florida, accepting funds awarded by the Edward Byrne Memorial Grant Program to purchase portable vehicle barriers; adopting the grant award agreement associated with accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [6.](#) City Council Resolution No. 2025-165 - A resolution of the City Council of the City of Lake City, Florida, adopting the Memorandum of Agreement with Florida Fish and Wildlife Conservation Commission Concerning surveys, design, and construction of Alligator Lake Pier at Halpatter Park; making certain findings of fact in support of the City Adopting said agreement; recognizing the authority of the Mayor to execute and bind to said agreement; directing the Mayor to



execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

**Presentations - None**

**Old Business**

Ordinances

**Open Public Hearing**

- [7.](#) City Council Ordinance No. 2025-2343 (final reading) - An ordinance of the City of Lake City, Florida; amending Chapter 70, Article IV of the City of Lake City Code of Ordinances entitled "Police Officers' Pension Plan and Trust Fund;" amending Section 70-96 of the City of Lake City Code of Ordinances entitled "Service Retirement Benefits; Cost of Living Adjustment" by adopting option for partial lump sum benefit; adding Section 70-106 for the purpose of purchasing prior military service; adding a new Section 70-107 for the purpose of purchasing prior police service; providing for severability; providing for codification; providing for correction of scrivener's errors; and providing an effective date.

Passed on first reading 11/17/2025

**Close Public Hearing**

Adopt City Council Ordinance No. 2025-2343 on final reading

Resolutions - None

Other Items - None

**New Business**

Ordinances

- [8.](#) City Council Ordinance No. 2025-2345 (first reading) - An ordinance of the City of Lake City, Florida, approving, adopting, and authorizing the execution of an Interlocal Service Boundary Agreement between the City of Lake City, Florida and the Columbia County, Florida Board of County Commissioners regarding a joint planning area and municipal service area to be commonly identified as the cornerstone planning area; providing for recordation; providing for severability; providing for conflicts; and providing an effective date.

Adopt City Council Ordinance No. 2025-2345 on first reading

Resolutions

- [9.](#) City Council Resolution No. 2025-158 - A resolution of the City Council of the City of Lake City, Florida, adopting the mutual aid agreement with United Way of Suwannee Valley, Inc., a Florida not for profit corporation; making certain findings of fact in support of the City adopting said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; directing the Chief of Police to execute said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [10.](#) City Council Resolution No. 2025-166 - A resolution of the City of Lake City, Florida, complying with Section 164.1057, Florida Statutes; approving that certain resolution of Chapter 164, Conflict Resolution between Lake Shore Hospital Authority and the City of Lake City, Florida; making certain findings of fact in support of the City approving said agreement; repealing all prior resolutions in conflict; and providing an effective date.

#### Other Items

- [11.](#) Appointment of Vice Mayor to serve for 2026 (Mayor Noah Walker)
12. Appointment to Homeless Coalition for United Way (Mayor Noah Walker)

#### **Departmental Administration - None**

#### **Comments by:**

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

#### **Comments by Council Members**

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

#### **Adjournment**

#### **YouTube Information**

Members of the public may also view the meeting on our YouTube channel at:  
<https://www.youtube.com/c/CityofLakeCity>

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**Pursuant to 286.0105, Florida Statutes,** *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or 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.*

**SPECIAL REQUIREMENTS:** *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

**File Attachments for Item:**

1. Baptist Women's World Day of Prayer - November 3, 2025

# Proclamation

## **BAPTIST WOMEN’S WORLD DAY OF PRAYER** **NOVEMBER 3, 2025**

**WHEREAS,** *the Baptist Women’s World Day of Prayer is observed annually on the first Monday in November, bringing together Baptist women across the United States and around the world in a unified time of prayer, reflection, and fellowship; and*

**WHEREAS,** *this day is organized through the Baptist World Alliance Women, representing millions of Baptist women who are committed to strengthening their faith, serving their communities, and promoting peace and understanding through prayer and compassionate action; and*

**WHEREAS,** *women of faith play a vital role in the moral and spiritual life of our communities, offering leadership, mentorship, and service that uplift families and contribute to the wellbeing of society; and*

**WHEREAS,** *on this day, Baptist women gather to pray for peace, justice, healing, and hope for all people—demonstrating the power of unity, faith, and collective prayer to inspire positive change; and*

**WHEREAS,** *the observance of this day serves as a reminder of the shared values of faith, love, and service that strengthen the fabric of our community;*

**NOW, THEREFORE, I, Noah Walker, Mayor of the City of Lake City, Florida, do hereby recognize November 3, 2025, as “BAPTIST WOMEN’S WORLD DAY OF PRAYER” in the City of Lake City.**

*In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 17<sup>TH</sup> day of November 2025.*

  
\_\_\_\_\_  
Noah Walker, Mayor  
City of Lake City



**Seal of the City of Lake City**  
**State of Florida**

**File Attachments for Item:**

2. Minutes - November 3, 2025 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on November 3, 2025, beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

#### PLEDGE OF ALLEGIANCE

INVOCATION – Mayor/Council Member Noah Walker

#### ROLL CALL

Mayor/Council Member  
City Council

Noah Walker  
Chevella Young  
Ricky Jernigan  
James Carter  
Tammy Harris  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

#### APPROVAL OF AGENDA

Mayor Walker reported a request to remove Item #9. **Mr. Jernigan made a motion to approve the agenda as amended. Mr. Carter seconded the motion, and the motion carried unanimously on a voice vote.**

#### PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Terrance Jones

#### APPROVAL OF CONSENT AGENDA

1. City Council Resolution No. 2025-145 - A resolution of the City of Lake City, Florida, accepting grant funds awarded by the State of Florida Department of Law Enforcement to the City of Lake City; providing funding for the purchase of two drones to be utilized by the Lake City Police Department; making certain findings of fact in support of the City accepting such funds and adopting said Grant Award Agreement; recognizing the authority of the Mayor to execute and bind the City to said Agreement; directing the Mayor to execute and bind the City to said Agreement; repealing all prior resolutions in conflict; and providing an effective date.
2. City Council Resolution No. 2025-148 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and NV5 Geospatial, Inc., a Wisconsin Corporation, for certain information technology products and services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement;



directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

3. City Council Resolution No. 2025-149 - A resolution of the City of Lake City, Florida, approving that certain "Railroad Reimbursement Agreement - Grade Crossing Traffic Control Devices - Municipal" with the State of Florida Department of Transportation related to certain railroad traffic signal upgrades on NE Broadway Avenue at FDOT/ARR Crossing Number 622832K in the City of Lake City; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

**Mr. Jernigan made a motion to approve the consent agenda as presented. Mr. Carter seconded the motion and the motion carried unanimously on a voice vote.**

## PRESENTATIONS

4. Partnering for Progress: Precept Acquisitions & City of Lake City (Workforce Housing) - Leslie Buckholtz, President, Precept Acquisitions LLC

Ms. Buckholtz presented a Strategic Partnership Proposal to members.

Mayor Walker reported that members would not be voting to decide at this meeting.

Procurement Director Brenda Karr reported that under the P3 Florida Statute, the City would be allowed to enter into an agreement without going through the normal bidding process.

Council Member Young suggested instructing the City Manager to work with Ms. Buckholtz and bring something back at the next meeting.

Mayor Walker suggested the City hold a Workshop on December 1, 2025, to define and identify goals.

City Attorney Martin requested contracts and documents to be forwarded to him so he could begin working on them.

At this time, members took a short recess from 7:11 PM until 7:16 PM.

## QUASI-JUDICIAL HEARING

### Final Reading

### **Open Quasi – Judicial Proceeding**

At this time Attorney Clay Martin read from a prepared script.

### **Preliminary Matters (Attorney Clay Martin):**

**The City Attorney shall read the ordinance by title**

5. City Council Ordinance No. 2025-2329 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of more than 50 acres of land, pursuant to an application, CPA 25-05, by Carol Chadwick, P.E., as agent for Real Terrace, LLC, a Florida Limited Liability Company, the property owner of said acreages, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Residential, Low Density (less than or equal to 2 dwelling units per acre) to Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (Property is located at the intersection of NW Real Terrace and NW Bascom Norris Dr)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

Ms. Young	No
Mr. Carter	No
Mr. Jernigan	No
Ms. Harris	No
Mayor Walker	No

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

City Attorney Martin swore in Carol Chadwick as agent for Real Terrace, and Planning Technician Robert Angelo.

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.** Planning Technician Robert Angelo requested the application and presentation from the first hearing be moved into the record. It is attached as Exhibit A.

**B. Presentation of application by applicant.** Ms. Chadwick moved the application into the record. It is attached as Exhibit B.

**C. Presentation of evidence by city staff.** None

**D. Presentation of case by third party intervenors, if any.** None

**E. Public comments.** None

**F. Cross examination of parties by party participants. None**

**G. Questions of parties by City Council. None**

**H. Closing comments by parties. Waived by both parties.**

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

**Ms. Harris made a motion to approve City Council Ordinance No. 2025-2329 on final reading. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

6. City Council Ordinance No. 2025-2333 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or more contiguous acres of land, pursuant to an application, Z 25-07, by Carol Chadwick, P.E., as agent for Real Terrace, LLC, a Florida Limited Liability Company, the property owner of said acreages; providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Commercial, Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date.(Property is located at the intersection of NW Real Terrace and NW Bascom Norris Dr)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

This was answered under the previous ordinance.

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

This was done under the previous ordinance.

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.** Planning Technician Robert Angelo requested the application and presentation from the first hearing be moved into the record. It is attached as Exhibit C.

**B. Presentation of application by applicant.** Ms. Chadwick moved the application into the record. It is attached as Exhibit D.

**C. Presentation of evidence by city staff.** None

**D. Presentation of case by third party intervenors, if any.** None

**E. Public comments.** City Attorney Martin swore in Barbara Lemley for public comment.

**F. Cross examination of parties by party participants.** Ms. Chadwick and Robert Angelo.

**G. Questions of parties by City Council.** None

**H. Closing comments by parties.** Waived by both parties.

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

**Ms. Harris made a motion to approve City Council Ordinance No. 2025-2333 on final reading. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

## **OLD BUSINESS**

### **Ordinances**

**At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2025-2340. City Council Ordinance No. 2025-2340 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2025-2340. No one asked to be heard on City Council Ordinance No. 2025-2340, therefore Mayor Walker closed the public hearing.**

7. City Council Ordinance No. 2025-2340 (final reading) - An ordinance of the City of Lake City, Florida, concerning Code Enforcement and Forgiveness of Code Enforcement Liens amending the definition of "violator" in Chapter 2, Article X,

Section 2-413 of the City of Lake City, Florida Code of Ordinances; providing for lien forgiveness and forgiveness of fines and liens associated with Code Enforcement proceedings by amending Chapter 2, Article XI of the City of Lake City, Florida Code of Ordinances; providing for severability; providing for codification and scrivener's errors; providing for conflicts, and providing an effective date. **Ms. Harris made a motion to approve City Council Ordinance No. 2025-2340 on final reading. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

**At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2025-2342. City Council Ordinance No. 2025-2342 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2025-2342. After hearing public comments from Ben Loftstrom on City Council Ordinance No. 2025-2342, Mayor Walker closed the public hearing.**

8. City Council Ordinance No. 2025-2342 (final reading) - An ordinance of the City of Lake City, Florida, relating to the presence of minors in businesses selling alcoholic beverages; repealing Chapter 6, Section 6-5 of the City of Lake City Code of Ordinances in its entirety; providing direction for codification of this ordinance; repealing all ordinances in conflict; providing for severability; and providing for an effective date. **Ms. Harris made a motion to approve City Council Ordinance No. 2025-2342 on final reading. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Nay</b>
<b>Mayor Walker</b>	<b>Aye</b>

#### Other Items

9. Lake Shore Hospital/Meridian Update (City Attorney Clay Martin)

This Item was removed during the approval of agenda.

#### NEW BUSINESS

#### Ordinances

10. City Council Ordinance No. 2025-2327 (first reading) - An ordinance pertaining to solid waste services and management within the City of Lake City; providing

updated definitions; establishing provisions related to third-party and contractor-generated waste; establishing provisions related to storm debris waste contractors; establishing a contractor registration process for declared states of emergency; repealing all resolutions and ordinances in conflict; making findings of fact in support thereof; providing for severability; and providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2025-2327 on first reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

11. City Council Ordinance No. 2025-2341 (first reading) - An ordinance of the City of Lake City, Florida, relating to the use of a Speed Detection System in school zones in the City of Lake City, Florida; creating Chapter 98, Article V, Section 98-85 of the City of Lake City Code of Ordinances entitled "School Speed Zone Infractions" which authorizes a school speed zone speed enforcement program and use of Speed Detection Systems; providing program implementation requirements; designating school zones and enforcement; providing legislative findings; providing for severability; providing for codification; providing for correction of scrivener's errors; and providing an effective date. **Mr. Jernigan made a motion to approve City Council Ordinance No. 2025-2341 on first reading.**

PUBLIC COMMENT: Ben Loftstrom

Council Member Jernigan requested for Chief Butler to explain how the system would work. Chief Butler provided an explanation and reported he would like to increase the hourly rate of the crossing guards.

## Resolutions

12. City Council Resolution No. 2025-147 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Spyglass Group, LLC., an Ohio Limited Liability Company, for auditing services to analyze primary telecommunications service accounts; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Ms. Harris made a motion to approve City Council Resolution No. 2025-147. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

### Other Items

#### 13. Discussion - Animal Control (Council Member James Carter)

Mr. Carter expressed concerns with services provided by the Lake City – Columbia County Humane Society.

Chief Butler explained the Police Department should be called and Animal Control would respond under the Mutual Aid Agreement.

Ms. Harris preferred resources of the Police Department be utilized for enforcement versus responding to Humane Society calls.

Mayor Walker requested an update on puppy sales taking place near Walmart.

City Attorney Martin reported the City could opt animal control into their ordinance.

Mayor Walker spoke in support of consistent enforcement in the City and County and suggested the creation of a Joint Task Force to work through the issues and bring forward solutions and ordinances.

Members concurred for the Chief of Police, City Attorney, and City Manager to bring back the best practices from the around the State, and to be inclusive of the Humane Society.

#### COMMENTS BY:

City Manager Don Rosenthal – None

City Attorney Clay Martin – None

City Clerk Audrey Sikes – Ms. Sikes thanked members and staff for the texts, calls, flowers, and cards on the passing of her mother-in-law.

#### COMMENTS BY COUNCIL MEMBERS

Council Member Chevella Young – Ms. Young requested a proclamation for National Day of Prayer on the next meeting agenda.

Council Member Ricky Jernigan – Mr. Jernigan thanked the Lake City Police and Fire Departments for their service and requested an update on the officer that was shot. Chief Butler reported Officer Hardison was recovering and would be returning to duty the next week.



Council Member James Carter – None

Council Member Tammy Harris – Ms. Harris reported speaking with the City Manager about approving grants. City Attorney Martin explained the grant policy and reported the City Manager could apply to grants the City is not required to match, but the grant agreement does require council approval. She inquired as to whether the City could use downed trees for mulch and recommended only giving out candy during parades if there is enough to last the entire parade.

Council Members Young and Carter thanked two CRA Business Members for attending the meeting.

PUBLIC COMMENT: Terrance Jones

Mayor Noah Walker – Mayor Walker announced the Veteran’s Day Parade would be held Saturday, November 8, 2025; Safety training for Houses of Worship on November 18, 2025; Farm Share on November 22, 2025; recommended members who were participating in parades ride together regardless of which vehicle they rode in; suggested the possibility of switching or canceling the January 5, 2026 meeting and looking at the ordinance to make changes to be able to cancel a meeting.

ADJOURNMENT

**Having no further business, Mayor Walker adjourned the meeting at 8:57 PM.**

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Noah Walker, Mayor/Council Member

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Audrey Sikes, City Clerk

## **Exhibit A for Ordinance No. 2025-2329**

# ORDINANCE 2025-2329

PRESENTED BY  
ROBERT ANGELO



# AGENDA



INTRODUCTION

LOCATION

RECOMENDATION

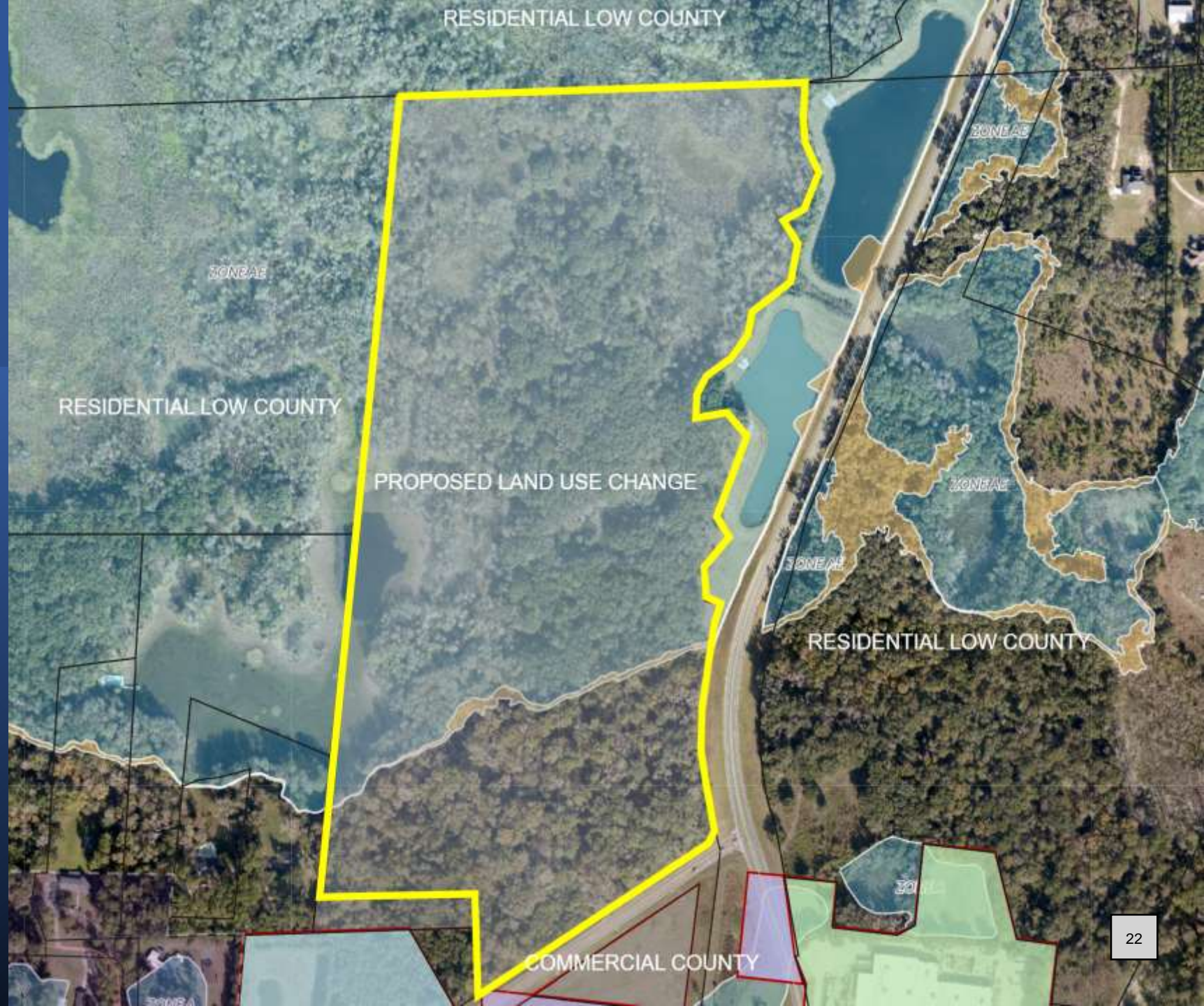
# QUESTIONS

# Introduction

- Parcel 02519-000 has a current Future Land Use designation of Residential Low County, allowing four (2) dwelling units per acre;
- Petition CPA 25-05 is a request to change the Future Land Use on parcel 02519-000 from Residential Low County (2 dwelling units per acre) to Commercial City;
- The parcel is surrounded by the following Future Land Use designations;
  - North- Residential Low County
  - East- Residential Low County
  - South- Commercial County
  - West- Residential Low County



# Location





# Staff Review

DocuSign Envelope ID: 63B6A00A-AC43-48EC-9B8B-BEFD9FC11263



DEPARTMENT OF GROWTH MANAGEMENT  
205 North Marion Avenue  
Lake City, Florida 32055  
Telephone: (386) 719-5750  
[growthmanagement@lcfia.com](mailto:growthmanagement@lcfia.com)

REVIEW REPORT TO PLANNING AND ZONING, BOARD OF  
ADJUSTMENT AND HISTORICAL COMMITTEES' BY STAFF  
FOR SITE PLAN REVIEW, SPECIAL EXCEPTIONS, VARIANCES, COMPREHENSIVE  
PLAN AMENDMENTS/ ZONING AND CERTIFICATE OF APPROPRIATENESS

Date: 07/14/2025

Request Type: Site Plan Review (SPR) ☐ Special Exception (SE) ☐ Variances (V) ☐

Comprehensive Plan Amendment/Zoning (CPA/Z) ☒ Certificate of Appropriateness (COA) ☐

Project Number: CPA 25-05 and Z 25-07

Project Name: Real Terr Rezoning

Project Address: TBD

Project Parcel Number: 02519-000

Owner Name: Real Terr LLC

Owner Address: 1096 SW Main Blvd, Lake City, FL 32025

Owner Contact Information: Telephone Number: 386-961-1086 Email: [tomeagle45@gmail.com](mailto:tomeagle45@gmail.com)

Owner Agent Name: Carol Chadwick, PE

Owner Agent Address: 1208 SW Fairfax Glen, Lake City, FL

Owner Agent Contact Information: Telephone: 307-680-1772 Email: [ccpewyo@gmail.com](mailto:ccpewyo@gmail.com)

The City of Lake City staff has reviewed the application and documents provided for the above request and have determined the following.

- **Planning-** This is a large-scale comp plan amendment and rezoning. This will have to go thru a expedited state review. To other comments at this time.
- **Gas-** Robert is there any utility impact?
- **Public Works-** Storm water?
- **Suwannee River Water Management-** Environmental resource permit (ERP) has not been issued for this site. There are no previous or ongoing compliance issues on the property. An individual ERP would likely be required given the extent of wetlands on the property and proposed commercial activity. SRWMD recommends the applicant schedule a pre-application meeting to discuss permitting requirements.



## Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2025-2329.

QUESTIONS?



## ORDINANCE NO. 2025-2329

### CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF MORE THAN 50 ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 25-05, BY CAROL CHADWICK, P.E., AS AGENT FOR REAL TERRACE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE PROPERTY OWNER OF SAID ACREAGES, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) TO CITY COMMERCIAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

**WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council") to prepare, adopt and implement a comprehensive plan; and

**WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the City Council to prepare, adopt, and implement a comprehensive plan; and

**WHEREAS**, an application for an amendment, as described below, has been filed with the City; and

**WHEREAS**, the Planning and Zoning Board of the City of Lake City, Florida, (the "Board") has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

**WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below; and

**WHEREAS**, the City Council held the required public hearings, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearings, the City Council reviewed and considered all comments received during said public hearings, including the recommendation of the Board, serving also as the LPA, and the Concurrence Management Assessment concerning said application for an amendment, as described below; and

**WHEREAS**, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

**WHEREAS**, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:**

1. Pursuant to an application, CPA 25-05, by Carol Chadwick, P.E., as agent for Real Terrace, LLC, a Florida limited liability company, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from COUNTY RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) to CITY COMMERCIAL on property described, as follows:

**A parcel of land lying in Section 35, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence North 89°15'31" East 1,249.62 feet, along the North line of said Section 35 to the Westerly right-of-way line of Northwest Bascom Norris Drive; thence, along said Westerly right-of-way line of Northwest Bascom Norris Drive, the following courses: South 06°45'28" West 63.94 feet; thence South 04°43'05" East 97.88 feet; thence South 17°04'09" East 88.82 feet; thence South 06°26'40" West 87.82 feet; thence South 17°35'04" West 47.93 feet; thence South 54°17'38" West 89.81 feet; thence South 38°49'11" East 76.21 feet; thence South 06°09'02" West 90.06 feet; thence South 25°28'08" West 33.57 feet; thence South 55°46'37" West 57.87 feet; thence South 42°45'12" West 95.51 feet; thence South 16°03'12" West 74.78 feet; thence South 38°41'18" West 88.42 feet; thence South 50°17'24" West 109.17 feet; thence South 23°53'24" West 61.21 feet; thence South 01°55'35" East 69.10 feet; thence North 78°47'28" East 104.91 feet; thence South 44°21'23" East 105.95 feet; thence South 25°19'18" West 92.86 feet; thence South 19°53'29" West 98.86**

feet; thence South 14°28'17" West 80.85 feet; thence South 28°38'57" East 58.68 feet; thence South 34°50'27" West 90.47 feet; thence South 21°29'28" West 47.29 feet; thence South 01°07'24" West 89.57 feet; thence South 73°15'28" East 47.25 feet to a point on a non-tangent curve being concave to the East, having a radius of 1,240.92 feet and an included angle of 32°26'29"; thence Southerly, along the arc of said curve, an arc distance of 702.62 feet, said curve being subtended by a chord bearing and distance of South 00°26'33" West 693.27 feet to the end of said courses following the Westerly right-of-way line of Northwest Bascom Norris Drive and to the intersection of the Northerly right-of-way line of Northwest Real Terrace; thence South 19°48'29" West, along said Northerly right-of-way line of Northwest Real Terrace, 48.48 feet; thence South 56°02'19" West still, along said Northerly right-of-way line of Northwest Real Terrace, 901.24 feet; thence North 03°34'11" West 214.77 feet to the South line of the Northeast 1/4 of said Section 35; thence South 87°06'14" West 523.04 feet, along the South line of the Northeast 1/4 of said Section 35, to the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence North 06°39'14" East 2,688.70 feet, along the West line of the East 1/2 of the Northeast 1/4 of said Section 35, to the Point of Beginning.

Containing 72.60 acres, more or less.

**LESS AND EXCEPT**

A parcel of land lying in Section 35, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence North 87°06'14" East 523.04 feet; thence North 03°34'11" West 85.01 feet; thence South 87°06'14" West 507.74 feet; thence South 06°39'14" West 89.16 feet to the Point of Beginning.

Containing 1.01 acre, more or less.

**All said lands containing 71.59 acres, more or less.**

2. Parcel Reference. The Subject Lands are identified by the Columbia County Property Appraiser on the 2025 tax roll by tax parcel number 00-00-00-11174-001.
3. Severability. It is the declared intent of the City Council that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

4. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

5. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be thirty-one (31) days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

6. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

**PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

**City Council Ordinance No. 2025-2329**  
**Exhibit B**



## ORDINANCE NO. 2025-2329

### CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF MORE THAN 50 ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 25-05, BY CAROL CHADWICK, P.E., AS AGENT FOR REAL TERRACE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE PROPERTY OWNER OF SAID ACREAGES, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) TO CITY COMMERCIAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

**WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council") to prepare, adopt and implement a comprehensive plan; and

**WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the City Council to prepare, adopt, and implement a comprehensive plan; and

**WHEREAS**, an application for an amendment, as described below, has been filed with the City; and

**WHEREAS**, the Planning and Zoning Board of the City of Lake City, Florida, (the "Board") has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

**WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below; and

**WHEREAS**, the City Council held the required public hearings, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearings, the City Council reviewed and considered all comments received during said public hearings, including the recommendation of the Board, serving also as the LPA, and the Concurrence Management Assessment concerning said application for an amendment, as described below; and

**WHEREAS**, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

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6. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

**PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

**City Council Ordinance No. 2025-2333**  
**Exhibit C**

# ORDINANCE 2025-2333

PRESENTED BY  
ROBERT ANGELO





# AGENDA



INTRODUCTION

LOCATION

RECOMENDATION

# QUESTIONS

# Introduction

- Parcel 02519-000 is currently zoned Residential Single Family 2 County;
- Petition Z 25-07 is a request to change the Zoning on parcel 02519-000 from Residential Single Family 2 County to Commercial Intensive;
- The parcel is surrounded by the following Future Land Use designations;
  - North- Residential Single Family 2 County
  - East- Residential Single Family 2 County
  - South- Commercial Intensive County
  - West- Residential Single Family 2 County



# Location





# Staff Review

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DEPARTMENT OF GROWTH MANAGEMENT  
205 North Marion Avenue  
Lake City, Florida 32055  
Telephone: (386) 719-5750  
[growthmanagement@lcfia.com](mailto:growthmanagement@lcfia.com)

REVIEW REPORT TO PLANNING AND ZONING, BOARD OF  
ADJUSTMENT AND HISTORICAL COMMITTEES' BY STAFF  
FOR SITE PLAN REVIEW, SPECIAL EXCEPTIONS, VARIANCES, COMPREHENSIVE  
PLAN AMENDMENTS/ ZONING AND CERTIFICATE OF APPROPRIATENESS

Date: 07/14/2025

Request Type: Site Plan Review (SPR) ☐ Special Exception (SE) ☐ Variances (V) ☐

Comprehensive Plan Amendment/Zoning (CPA/Z) ☒ Certificate of Appropriateness (COA) ☐

Project Number: CPA 25-05 and Z 25-07

Project Name: Real Terr Rezoning

Project Address: TBD

Project Parcel Number: 02519-000

Owner Name: Real Terr LLC

Owner Address: 1096 SW Main Blvd, Lake City, FL 32025

Owner Contact Information: Telephone Number: 386-961-1086 Email: [lorneagle45@gmail.com](mailto:lorneagle45@gmail.com)

Owner Agent Name: Carol Chadwick, PE

Owner Agent Address: 1208 SW Fairfax Glen, Lake City, FL

Owner Agent Contact Information: Telephone: 307-680-1772 Email: [ccpewyo@gmail.com](mailto:ccpewyo@gmail.com)

The City of Lake City staff has reviewed the application and documents provided for the above request and have determined the following.

- **Planning-** This is a large-scale comp plan amendment and rezoning. This will have to go thru a expedited state review. To other comments at this time.
- **Gas-** Robert is there any utility impact?
- **Public Works-** Storm water?
- **Suwannee River Water Management-** Environmental resource permit (ERP) has not been issued for this site. There are no previous or ongoing compliance issues on the property. An individual ERP would likely be required given the extent of wetlands on the property and proposed commercial activity. SRWMD recommends the applicant schedule a pre-application meeting to discuss permitting requirements.

## Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2025-2333.

QUESTIONS?



**ORDINANCE NO. 2025-2333**

**CITY OF LAKE CITY, FLORIDA**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF TEN OR MORE CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 25-07, BY CAROL CHADWICK, P.E., AS AGENT FOR REAL TERRACE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE PROPERTY OWNER OF SAID ACREAGES; PROVIDING FOR REZONING FROM COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) TO CITY COMMERCIAL, INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council"), to prepare, adopt and enforce land development regulations; and

**WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan; and

**WHEREAS**, an application for an amendment, as described below, has been filed with the City; and

**WHEREAS**, the Planning and Zoning Board of City of Lake City, Florida, (the "Board"), has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

**WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below; and

**WHEREAS**, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the

required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

**WHEREAS**, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:**

1. Pursuant to an application, Z 25-07, by Carol Chadwick, P.E., as agent for Real Terrace, LLC, a Florida limited liability company, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) to CITY COMMERCIAL, INTENSIVE (CI) on property described, as follows:

**A parcel of land lying in Section 35, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence North 89°15'31" East 1,249.62 feet, along the North line of said Section 35 to the Westerly right-of-way line of Northwest Bascom Norris Drive; thence, along said Westerly right-of-way line of Northwest Bascom Norris Drive, the following courses: South 06°45'28" West 63.94 feet; thence South 04°43'05" East 97.88 feet; thence South 17°04'09" East 88.82 feet; thence South 06°26'40" West 87.82 feet; thence South 17°35'04" West 47.93 feet; thence South 54°17'38" West 89.81 feet; thence South 38°49'11" East 76.21 feet; thence South 06°09'02" West 90.06 feet; thence South 25°28'08" West 33.57 feet; thence South 55°46'37" West 57.87 feet; thence South 42°45'12" West 95.51 feet; thence South 16°03'12" West 74.78 feet; thence South 38°41'18" West 88.42 feet; thence South 50°17'24" West 109.17 feet; thence South 23°53'24" West 61.21 feet; thence South 01°55'35" East 69.10 feet; thence North 78°47'28" East 104.91 feet; thence South 44°21'23" East 105.95 feet; thence South 25°19'18" West 92.86 feet; thence South 19°53'29" West 98.86 feet; thence South 14°28'17" West 80.85 feet; thence South 28°38'57" East 58.68 feet; thence South 34°50'27" West 90.47 feet; thence South 21°29'28" West 47.29 feet; thence South 01°07'24" West 89.57 feet; thence South 73°15'28" East 47.25 feet to a point on a non-tangent curve being concave to the East, having a radius of 1,240.92 feet and an included angle of 32°26'29"; thence Southerly, along the arc of said curve, an arc distance of**

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**All said lands containing 71.59 acres, more or less.**

2. Parcel Reference. The Subject Lands are identified by the Columbia County Property Appraiser on the 2025 tax roll by tax parcel number 02519-000.

3. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

4. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

5. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.

The effective date of this amendment, Z 25-07, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 25-05. If Future Land Use Plan Map Amendment, CPA 25-05, does not become effective, this amendment, Z

25-07, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 25-07, to the Official Zoning Atlas may be issued or commence before it has become effective.

6. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

**PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
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ATTEST, BY THE CLERK OF THE CITY COUNCIL  
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\_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney



**City Council Ordinance No. 2025-2333**  
**Exhibit D**

## ORDINANCE NO. 2025-2333

### CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF TEN OR MORE CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 25-07, BY CAROL CHADWICK, P.E., AS AGENT FOR REAL TERRACE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE PROPERTY OWNER OF SAID ACREAGES; PROVIDING FOR REZONING FROM COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) TO CITY COMMERCIAL, INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

**WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council"), to prepare, adopt and enforce land development regulations; and

**WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan; and

**WHEREAS**, an application for an amendment, as described below, has been filed with the City; and

**WHEREAS**, the Planning and Zoning Board of City of Lake City, Florida, (the "Board"), has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

**WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below; and

**WHEREAS**, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the

required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

**WHEREAS**, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:**

1. Pursuant to an application, Z 25-07, by Carol Chadwick, P.E., as agent for Real Terrace, LLC, a Florida limited liability company, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) to CITY COMMERCIAL, INTENSIVE (CI) on property described, as follows:

**A parcel of land lying in Section 35, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence North 89°15'31" East 1,249.62 feet, along the North line of said Section 35 to the Westerly right-of-way line of Northwest Bascom Norris Drive; thence, along said Westerly right-of-way line of Northwest Bascom Norris Drive, the following courses: South 06°45'28" West 63.94 feet; thence South 04°43'05" East 97.88 feet; thence South 17°04'09" East 88.82 feet; thence South 06°26'40" West 87.82 feet; thence South 17°35'04" West 47.93 feet; thence South 54°17'38" West 89.81 feet; thence South 38°49'11" East 76.21 feet; thence South 06°09'02" West 90.06 feet; thence South 25°28'08" West 33.57 feet; thence South 55°46'37" West 57.87 feet; thence South 42°45'12" West 95.51 feet; thence South 16°03'12" West 74.78 feet; thence South 38°41'18" West 88.42 feet; thence South 50°17'24" West 109.17 feet; thence South 23°53'24" West 61.21 feet; thence South 01°55'35" East 69.10 feet; thence North 78°47'28" East 104.91 feet; thence South 44°21'23" East 105.95 feet; thence South 25°19'18" West 92.86 feet; thence South 19°53'29" West 98.86 feet; thence South 14°28'17" West 80.85 feet; thence South 28°38'57" East 58.68 feet; thence South 34°50'27" West 90.47 feet; thence South 21°29'28" West 47.29 feet; thence South 01°07'24" West 89.57 feet; thence South 73°15'28" East 47.25 feet to a point on a non-tangent curve being concave to the East, having a radius of 1,240.92 feet and an included angle of 32°26'29"; thence Southerly, along the arc of said curve, an arc distance of**

702.62 feet, said curve being subtended by a chord bearing and distance of South 00°26'33" West 693.27 feet to the end of said courses following the Westerly right-of-way line of Northwest Bascom Norris Drive and to the intersection of the Northerly right-of-way line of Northwest Real Terrace; thence South 19°48'29" West, along said Northerly right-of-way line of Northwest Real Terrace, 48.48 feet; thence South 56°02'19" West still, along said Northerly right-of-way line of Northwest Real Terrace, 901.24 feet; thence North 03°34'11" West 214.77 feet to the South line of the Northeast 1/4 of said Section 35; thence South 87°06'14" West 523.04 feet, along the South line of the Northeast 1/4 of said Section 35, to the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence North 06°39'14" East 2,688.70 feet, along the West line of the East 1/2 of the Northeast 1/4 of said Section 35, to the Point of Beginning.

Containing 72.60 acres, more or less.

**LESS AND EXCEPT**

A parcel of land lying in Section 35, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence North 87°06'14" East 523.04 feet; thence North 03°34'11" West 85.01 feet; thence South 87°06'14" West 507.74 feet; thence South 06°39'14" West 89.16 feet to the Point of Beginning.

Containing 1.01 acre, more or less.

**All said lands containing 71.59 acres, more or less.**

2. Parcel Reference. The Subject Lands are identified by the Columbia County Property Appraiser on the 2025 tax roll by tax parcel number 02519-000.

3. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

4. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

5. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.

The effective date of this amendment, Z 25-07, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 25-05. If Future Land Use Plan Map Amendment, CPA 25-05, does not become effective, this amendment, Z

25-07, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 25-07, to the Official Zoning Atlas may be issued or commence before it has become effective.

6. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

**PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

**File Attachments for Item:**

3. City Council Resolution No. 2025-156 - A resolution of the City of Lake City, Florida, authorizing the use of certain funds awarded from the settlement with Endo Health Solutions, Inc., a Delaware Corporation to be utilized by the Lake City Fire Department to purchase advanced life support equipment in an amount not to exceed \$30,844.10; making certain findings of fact in support thereof; recognizing the authority of the City Manager to expend funds not exceeding \$35,000 provided the City's procurement policies are followed; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:**

**DEPT / OFFICE:** Fire Department

<b>Originator: Joshua Wehinger, Fire Chief</b>		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Joshua Wehinger	<b>Date</b> 10/29/2025
<p><b>Recommended Action:</b> Approval to utilize the Opioid Endo Settlement money to purchase Advanced Life Support equipment. Not to exceed the amount of the opioid distribution amount, which is currently \$30,844.10</p>		
<p><b>Summary Explanation &amp; Background:</b> The Florida opioid settlement with Endo Health Solutions Inc. was a 2022 agreement for up to \$65 million to resolve government-related opioid claims in the state. The lawsuit was part of Florida's broader litigation against pharmaceutical companies for their role in fueling the opioid crisis.</p> <p>We would like to utilize these funds to purchase the needed equipment to perform Advanced Life Support measures. Once this equipment is purchased, we will put it into service on one of our front-line engines, making this engine an ALS engine. This truck will be capable of providing Advanced life support to patients in need until and ambulance arrives.</p> <p>The costs are only needed for start up in order to purchase the equipment. There will be no re-occurring costs needed.</p> <p>Not to exceed the amount of the opioid distribution amount, which is currently \$30,844.10</p>		
<b>Alternatives: Continue to run BLS (Basic Life support)</b>		
<b>Source of Funds: Opioid Endo Settlement money</b>		
<b>Financial Impact: None</b>		
<b>Exhibits Attached:</b>		

## RESOLUTION NO 2025-156

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE USE OF CERTAIN FUNDS AWARDED FROM THE SETTLEMENT WITH ENDO HEALTH SOLUTIONS, INC., A DELAWARE CORPORATION TO BE UTILIZED BY THE LAKE CITY FIRE DEPARTMENT TO PURCHASE ADVANCED LIFE SUPPORT EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$30,844.10; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE CITY MANAGER TO EXPEND FUNDS NOT EXCEEDING \$35,000 PROVIDED THE CITY'S PROCUREMENT POLICIES ARE FOLLOWED; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the 2022 opioid settlement between the State of Florida (the "State") and Endo Health Solutions Inc., a Delaware corporation ("Endo") resolved certain government-related opioid claims in the State (the "Endo Settlement"); and

**WHEREAS**, the lawsuit by the State against Endo was part of the State's broader litigation strategy against pharmaceutical companies for their role in fueling the opioid crisis; and

**WHEREAS**, on March 21, 2022 the City of Lake City ("City") by vote of its City Council approved Resolution 2022-029 authorizing the City's participation in the Endo Settlement; and

**WHEREAS**, the Endo Settlement awarded certain funds to the City in the amount of \$30,844.10 (the "Awarded Funds"); and

**WHEREAS**, the City's fire department desires to use and recommends the Awarded Funds be used to purchase advanced life support equipment (the "Equipment") for use by the Lake City Fire Department; and

**WHEREAS**, the Equipment will enable the City's firefighters to provide advanced life support to patients prior to the arrival of an ambulance (the "Purpose"); and

**WHEREAS**, the City Manager is authorized to make purchases and enter into contracts provided the value of each such purchase and/or contract does not exceed \$35,000; and

**WHEREAS**, the City Council desires to authorize the City Manager to expend the Awarded Funds to achieve the Purpose by purchasing the Equipment in compliance with the City's adopted procurement policies; and

**WHEREAS**, authorizing the City Manager to expend the Awarded Funds to achieve the Purpose by purchasing the Equipment in compliance with the City's adopted procurement policies is in



the public interest and in the interests of the City; now therefore,

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Authorizing the City Manager to expend the Awarded Funds to achieve the Purpose by purchasing the Equipment in compliance with the City's adopted procurement policies is in the public or community interest and for public welfare; and
2. The City Manager is authorized to make purchases and enter into contracts provided the value of each such purchase and/or contract does not exceed \$35,000; and
3. The City Manager is authorized to expend the Awarded Funds to achieve the Purpose by purchasing the Equipment in compliance with the City's adopted procurement policies; and
4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
5. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of December, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

**File Attachments for Item:**

4. City Council Resolution No. 2025-157 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 001-2025 for the exterior painting and renovation of the elevated steel water tank at the City's Water Treatment Plant; awarding said bid to Southeastern Tank and Tower, Inc., a Florida Corporation, at a cost not to exceed \$106,000; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; repealing al prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Elevated Steel Water Tank Exterior Painting and Renovation

**DEPT / OFFICE:** Water Treatment Plant

<b>Originator:</b> Brenda Karr		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Mike Osborn	<b>Date</b> 11/3/2025
<b>Recommended Action:</b> Request approval to accept lowest bid from ITB-001-2025 with Southeastern Tank and Tower Inc. for the exterior painting and renovation of the elevated steel water tank.		
<b>Summary Explanation &amp; Background:</b>  ITB: 001-2026 was posted on October 1, 2025 and ran through October 31, 2025 for the exterior painting and renovation of the elevated steel water tank. Six proposals were received in which the lowest responsive bidder was Southeastern Tank and Tower Inc. at a proposal of \$106,000.00.		
<b>Alternatives:</b>  Not accept bid.		
<b>Source of Funds:</b>  Budgeted in: 410.72.536-030.46		
<b>Financial Impact:</b>  \$106,000.00		
<b>Exhibits Attached:</b>  ITB-001-2026 Solicitation, Bid Tabulation, Southeastern Tank and Tower Inc Proposal		



## EVALUATION TABULATION

ITB No. 001-2026

Elevated Steel Water Tank Exterior Painting & Renovation

RESPONSE DEADLINE: October 31, 2025 at 2:00 pm

Report Generated: Monday, November 3, 2025

### SELECTED VENDOR TOTALS

Vendor	Total
Southeastern Tank & Tower Inc	\$106,000.00
Vulcan Construction and Metal Works	\$115,000.00
Five12 Painting & Remodeling LLC	\$123,123.00
Southern Corrosion, Inc.	\$126,910.00
Viking Painting, LLC	\$166,900.00
Saffo Contractors, Inc.	\$196,777.00

### ELEVATED STEEL WATER TANK EXTERIOR PAINTING AND RENOVATION



City of Lake City  
Procurement

Brenda Karr, Procurement Director  
205 N. Marion Ave., Lake City, FL 32055

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[SOUTHEASTERN TANK & TOWER INC] RESPONSE DOCUMENT REPORT

ITB No. 001-2026

Elevated Steel Water Tank Exterior Painting & Renovation

RESPONSE DEADLINE: October 31, 2025 at 2:00 pm

Report Generated: Monday, November 3, 2025

**Southeastern Tank & Tower Inc Response**

**CONTACT INFORMATION**

**Company:**

Southeastern Tank & Tower Inc

**Email:**

info@setanktower.com

**Contact:**

Victoria Staten

**Address:**

1491 US Hwy 129 S Lake Park Ga, 31636  
LAKEPARK, GA 31636

**Phone:**

(229) 559-7700

**Website:**

N/A

**Submission Date:**

Oct 31, 2025 11:03 AM (Eastern Time)

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Oct 31, 2025 10:04 AM by Victoria Staten*

## QUESTIONNAIRE

### 1. References\*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

**\*Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

#### Reference 1

Company Name: City of Ocala, FL

Address: 1805 NE 30th Avenue; Bldg 600 Ocala, FL 34470

Business Phone #: 352-572-0488

Contact Person: Robyn Preston

Email: [RBPreston@ocalafl.gov](mailto:RBPreston@ocalafl.gov)

Length of time services provided: 50 days

#### Reference 2

Company Name: City of Broxton, GA (Owner) / Watkins and Associates, LLC (Engineer)

Address: 105 Lott Street E, Broxton, GA 31519

Business Phone #: (229) 388-8823

Contact Person: Stacy Watkins

Email: [stacy@watkinseng.com](mailto:stacy@watkinseng.com)

Length of time services provided: 60 days

#### Reference 3

Company Name: City of Ludowici, GA (Owner)/ Turnipseed Engineers (Engineer)

Address: 469 N Macon St, Ludowici, GA 31316

Business Phone #: (864) 391-1910

Contact Person: Todd Self

Email: [tself@turnipseed.com](mailto:tself@turnipseed.com)

Length of time services provided: 70 days



**2. Title and Organization\***

Please provide your title and organization's name.

Deven Bennett, Project Manager for Southeastern Tank & Tower, Inc.

**3. Local Office\***

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

N/A

**4. Principal Office\***

Please provide the city and state for your Principal Office.

Lake Park, GA

**5. Federal Identification No. (FEID)\***

Please provide your FEIN number here.

58-1994521

**6. Conflict of Interest Statement\***

1. The above named entity is submitting a Bid for the City of Lake City 001-2026 described as Elevated Steel Water Tank Exterior Painting & Renovation.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for

the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Confirmed

#### **7. Disputes Disclosure Form\***

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

None

#### **8. Disputes Disclosure Form - Explanation\***

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

N/A

**9. Disputes Disclosure Form - Acknowledgement\***

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

Confirmed

**10. Drug Free Workplace Certificate\***

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Confirmed

**11. Non-Collusion Affidavit\***

1. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
001-2026, Elevated Steel Water Tank Exterior Painting & Renovation;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

**12. E-Verify Affirmation Statement\***

001-2026-Elevated Steel Water Tank Exterior Painting & Renovation

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Confirmed

### **13. Human Trafficking Affidavit\***

Please download the below documents, complete, and upload.

- [Human Trafficking \(4\).docx](#)

human\_trafficking\_affidavit\_signed.pdf

### **14. Bidder's Checklist\***

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Confirmed

### **15. Clarifications and Exceptions\***

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

N/A

### **16. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes Acknowledgments\***

1. This sworn statement is submitted with 001-2026.

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Confirmed

**17. Please indicate which statement applies.\***

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.

**18. Required Documents**

Please upload your Final Order if you selected Option 3 or Option 4 above.

No response submitted

**19. Describe Action Taken**

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

N/A

**PRICE TABLES**

**ELEVATED STEEL WATER TANK EXTERIOR PAINTING AND RENOVATION**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	165' Elevated Steel Water Tank Exterior Painting and Renovation	1	Tank	\$106,000.00	\$106,000.00
<b>TOTAL</b>					<b>\$106,000.00</b>



## HUMAN TRAFFICKING AFFIDAVIT

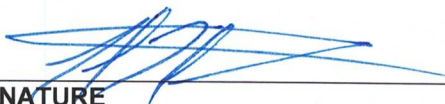
1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as President (Role) of Southeastern Tank & Tower, Inc. (Company).
3. Southeastern Tank & Tower, Inc. (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Justin Staten, President (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

### COMPANY

Southeastern Tank & Tower, Inc.  
NAME OF BUSINESS ENTITY

  
SIGNATURE

Justin Staten, President  
TYPE NAME AND TITLE



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



## STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1535998  
CERTIFIED GENERAL CONTRACTOR  
DIXON, JONATHAN R  
SOUTHEASTERN TANK & TOWER, INC.

ISSUED: 06/04/2024

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES  
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

## STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

**LICENSE NUMBER: CGC1535998**

**EXPIRATION DATE: AUGUST 31, 2026**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DIXON, JONATHAN R  
SOUTHEASTERN TANK & TOWER, INC.  
1491 HIGHWAY 129 SOUTH  
LAKE PARK GA 31636



ISSUED: 06/04/2024

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)  
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

## **RESOLUTION NO 2025-157**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 001-2025 FOR THE EXTERIOR PAINTING AND RENOVATION OF THE ELEVATED STEEL WATER TANK AT THE CITY'S WATER TREATMENT PLANT; AWARDING SAID BID TO SOUTHEASTERN TANK AND TOWER, INC., A FLORIDA CORPORATION, AT A COST NOT TO EXCEED \$106,000; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 2-178(d) of the Code of Ordinances of the City of Lake City (the, "City") requires the procurement of supplies and contractual services based on a competitive bid process; and

**WHEREAS**, in accordance with said provision of the City's Code of Ordinances, the City solicited bids pursuant to Invitation to Bid Number 001-2025 (the "ITB") for the exterior painting and renovation of the elevated steel water tank at the City's water treatment plant (the "Services"); and

**WHEREAS**, Southern Tank & Tower, Inc, a Florida corporation (the "Vendor") was the lowest bidder responding to the ITB with a cost not to exceed \$106,000; and

**WHEREAS**, the City desires to and does accept the Vendor's bid; and

**WHEREAS**, pursuant to the ITB the Vendor and the City desire to enter into that certain contract for Vendor to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

**WHEREAS**, acquiring a provider of the Services by engaging the Vendor pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

- 
1. Accepting the Vendor's bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and
  2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
  3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
  4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
  5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of December, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and Southeastern Tank & Tower Inc., ("Contractor") (individually, each a "Party," and collectively, the "Parties").

### WITNESSETH:

WHEREAS, the City requested proposals pursuant to ITB-001-2026 (the "Procurement Document") for Elevated Steel Water Tank Exterior Painting and Renovation; and

WHEREAS, based upon the City's assessment of the Contractor's proposal, the City selected the Contractor to provide the Services defined herein; and

WHEREAS, Contractor represents it has the experience and expertise to perform the Services set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

### 1. Definitions.

- a. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- b. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
- c. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.
- d. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- e. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask,



service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the City shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the City, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. **Services.**

- a. **Services.** The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- b. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Michael Osborn Jr.
- c. **Additional Services.** From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services not specifically described in the Statement of Work attached hereto but are inextricably related to and inherently necessary for Contractor's complete provision of the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- d. **De-scoping of Services.** The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- e. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint-venturer of City. Contractor acknowledges it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- f. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement,

and any extensions thereof, the City reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.

- g. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the City, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. **Term of Agreement.**

- a. **Initial Term.** The term of this Agreement shall commence on (select appropriate box):

☒ the Effective Date;

and shall remain in full force and effect upon completion of work and final payment submission, or until termination of the Agreement, whichever occurs first.

- b. **Term Extension.** (Select appropriate box.)

☒ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.a.

**Compensation and Method of Payment.**

- c. **Services Fee.** As total compensation for the Services, the City shall pay the Contractor the sums as, provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor this compensation constitutes a limitation upon City's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.b. and 5.c., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

- d. **Payment Details.** The City agrees to pay the Contractor the not-to-exceed sum of \$106,000.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable –

☒ the LUMP SUM FEE set out in Exhibit attached hereto, upon submittal of an invoice as required herein.

- e. **Travel Expenses.** (Select appropriate box.)

☒ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

or

☐ The City shall reimburse the Contractor the sum of not-to-exceed \$\_\_\_\_\_ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or City Travel Policy, and as approved in writing in advance by \_\_\_\_\_.

- f. **Taxes.** Contractor acknowledges the City is not subject to any state or federal sales, use, transportation and certain excise taxes.

- g. **Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be

submitted to (select appropriate box):

☒ the designated person as set out in Section 18 herein;

☐ as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes.

## 5. Personnel.

- a. **Qualified Personnel.** Contractor agrees each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- b. **Approval and Replacement of Personnel.** The City shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the City provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The City, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The City will notify Contractor in writing in the event the City requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the City and shall promptly replace such person with another person, acceptable to the City, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7.a.i shall apply if minimum required staffing is not maintained.

## 6. Termination.

- a. **Contractor Default -- Provisions and Remedies of City.**
  - i. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section 9 (Confidential Information); (3) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.



- ii. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
    - iii. **Termination for Cause by the City.** In the event Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.a.i.(3), the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.
  - b. **City Default -- Provisions and Remedies of Contractor.**
    - i. **Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section 9 (Confidential Information); or (3) the City fails to perform any of the other material provisions of this Agreement.
    - ii. **Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.
    - iii. **Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.
  - c. **Termination for Convenience.** Notwithstanding any other provision herein, the City may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.
- 7. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement specifying a time for performance, including the Services as described in Exhibits attached hereto; provided, however, the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.
- 8. **Confidential Information and Public Records.**
  - a. **City Confidential Information.** Contractor shall not disclose to any third party any City Confidential Information Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
  - b. **Contractor Confidential Information.** All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited

to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the City's obligations under this Section may be superseded by its obligations under any requirements of said laws.

- c. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:
- i. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the City.
  - iv. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the City's custodian of Public records at:**

**Audrey E. Sikes, City Clerk,**

**City of Lake City custodian of public records**

at 386-719-5756 or [SikesA@lcfla.com](mailto:SikesA@lcfla.com)

**Mailing Address**

**205 North Marion Avenue,**

**Lake City, Florida 32055.**

9. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.
10. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
11. **Public Entities Crimes.** Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
12. **Liability and Insurance.**
  - a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
  - b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
  - c. **Liability.** Neither the City nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have

no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

- d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.
13. **City's Funding.** The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.
14. **Acceptance of Services.** For all Services deliverables requiring City acceptance as provided in the Statement of Work, the City, through the City Commission or its designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, Contractor shall not be responsible for any delays in the overall project schedule resulting from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.
15. **Subcontracting/Assignment.**
- a. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.
- b. **Assignment.** (Select appropriate box.)
- ☐ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.
- or
- ☒ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation,

dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the City. The Contractor shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

16. **Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.
17. **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

**To the Contractor:**        **Southeastern Tank & Tower Inc.,  
1491 US Hwy 129 S  
LAKEPARK, GA 31636**

**To the City:**                City of Lake City  
Attn: City Manager  
205 North Marion Avenue  
Lake City, FL 32055

18. **Conflict of Interest.**
- a. The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
  - b. The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.
19. **Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation,

materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the City may be used by the City without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the sole property of the City.

20. **E-Verify.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
  - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
  - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
  - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
  - e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
21. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.
22. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
23. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated

exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Bradford County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. **Costs of Legal Actions and Attorneys' Fees.** Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall including those fees incurred as a result of an appeal.
25. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.
26. **Due Authority.** Each Party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the Party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.
27. **No Third Party Beneficiary.** The Parties hereto acknowledge and agree there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.
28. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

**(REMAINDER OF PAGE INTENTIONALLY BLANK)**  
**(Signature Page Follows)**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

**Southeastern Tank & Tower Inc.,**

By \_\_\_\_\_, its \_\_\_\_\_

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Noah Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF  
THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney



Exhibit A  
Statement of Work

### 3.1. Project Overview

Tank Location: 895 SE Saint Johns Street, Lake City, FL

Design: 165' Double Ellipsoidal Elevated Steel Water Tower

Capacity: 500,000 gallons

Objective: Extend the service life of the tank, maintain regulatory compliance, and provide a visually appealing finish.

### 3.2. Scope of Work

The successful contractor shall furnish all labor, equipment, and materials necessary to complete the project, including but not limited to:

1. Surface Preparation
  - Pressure wash all exterior surfaces at a minimum of 4,000 psi.
  - Clean rusted areas using SSPC-SP2 (Hand Tool Cleaning) and SSPC-SP3 (Power Tool Cleaning).
  - Ensure containment of debris and overspray.
2. Coating Application
  - Spot prime all bare metal with epoxy-mastic primer (2.5–3.5 mil DFT).
  - Apply one full intermediate coat of acrylic paint (1.5–2.5 mil DFT).
  - Apply one full finish coat of acrylic paint (1.5–2.5 mil DFT). -Reapply logos to match existing design.
3. Repairs
  - Minor steel repairs and pit filling as required.
  - Written documentation of any structural deficiencies found.
4. Environmental Protection
  - Protect surrounding property, vehicles, and landscaping from damage.
  - Comply with OSHA, AWWA, NSF, and applicable environmental regulations.
  - Properly collect and dispose of all waste materials.

### 3.3. Code and Standards

All surface preparation, coating, and painting of exterior surfaces shall conform to:

- Manufacturer's printed instructions.
- OSHA Safety & Health Standards 29 CFR 1910-1025 & 29 CFR 1910.268.
- SSPC – Steel Structures Painting Council standards.
- AWWA D102-97 & C652-92.
- ANSI / NSF Standard 61/600.

### 3.4. Protection of Property/Property Conditions

1. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
2. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
3. Bidder shall be responsible for securing all work areas to be safe.

Protect surrounding property, vehicles, and landscaping from damage.

Comply with OSHA, AWWA, NSF, and applicable environmental regulations.

Properly collect and dispose of all waste materials.

### 3.5. Safety/Quality Assurance

#### **Safety**

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

#### **Quality Assurance**

All work shall be performed by skilled workers trained in the specific tasks.

Final coating appearance shall be uniform, free from runs, sags, and pinholes.

All materials shall be from one manufacturer, no cross-coating between primers and finish coats.

### 3.6. Employees

1. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
2. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate, or otherwise objectionable, and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
3. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
4. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
5. Contractor shall be solely responsible for receiving all materials and equipment at the site.

### 3.7. Delivery, Handling & Storage of Materials

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

All materials delivered in original, unopened containers labeled with the manufacturer's information.

Store materials in UL-approved facilities with proper ventilation and fire protection.

### 3.8. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state, and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

### 3.9. Hours of Work

1. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
2. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

### 3.10. Warranty

1. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.
2. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified in their respective trades. The Contractor shall correct defects discovered during the warranty period to the City of Lake City's satisfaction.

EXHIBIT B  
INSURANCE REQUIREMENTS

**Certificate must state City of Lake City as Certificate Holder**

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.

EXHIBIT C  
PAYMENT SCHEDULE

The City agrees to pay the Contractor the not-to-exceed lump sum of \$106,000.00, for Services completed and accepted as provided in Section 15 herein if applicable, such amount payable upon submittal of an invoice as required herein.

EXHIBIT D  
PAYMENT/INVOICES

**PAYMENT/INVOICES:**

Contractor shall submit invoices for payment due as provided herein with such documentation as required by City of Lake City and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Department  
Attn: Accounts Payable  
City of Lake City  
205 North Marion Avenue  
Lake City, FL 32055

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes and the provisions of this Agreement.

**INVOICE INFORMATION:**

**Contractor Information**..... Company name, mailing address, phone number, contact name and email address as provided on the PO

**Remit To** ..... Billing address to which you are requesting payment be sent

**Invoice Date**..... Creation date of the invoice

**Invoice Number** ..... Company tracking number

**Shipping Address** ..... Address where goods and/or services were delivered

**Ordering Department** ..... Name of ordering department, including name and phone number of contact person

**PO Number** ..... Standard purchase order number

**Ship Date** ..... Date the goods/services were sent/provided

**Quantity**..... Quantity of goods or services billed

**Description** ..... Description of services or goods delivered

**Unit Price** ..... Unit price for the quantity of goods/services delivered

**Line Total** ..... Amount due by line item

**Invoice Total** ..... Sum of all of the line totals for the invoice

EXHIBIT E  
DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS

Payment of invoices for work performed for City of Lake City (CITY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes (the Local Government Prompt Payment Act).

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. City of Lake City shall notify a vendor in writing, within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the City, which steps shall include initially contacting the requesting department to validate Contractor's invoice conforms with the terms and conditions of the agreement. Once the requesting department determines Contractor's invoice conforms with the terms and conditions of the agreement, the vendor should resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1) Requesting department for this purpose is defined as the City department for whom the work is performed.
  - 2) Proper invoice for this purpose is defined as an invoice submitted for work performed where such work meets the terms and conditions of the agreement to the satisfaction of the City of Lake City.
- B. Should a dispute result between the vendor and the City about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by City of Lake City, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by City of Lake City.
- D. The Dispute Manager should investigate and ascertain whether the work, for which the payment request or invoice has been submitted, was performed to City of Lake City's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the City of Lake City representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The City Manager or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The City Manager or his or her designee will issue their decision in writing.
- E. City of Lake City Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the City's favor interest charges begin to accrue fifteen (15) days after the final decision made by the City. Should the dispute be resolved in the vendor's favor the City shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of Sections 218.70 et. seq., Florida Statutes, an award shall be made to the prevailing party to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal if the reason for the dispute is because the non-prevailing party held back any payment without having a reasonable basis to dispute the prevailing party's claim to those amounts.



EXHIBIT F  
PERFORMANCE BOND

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(Document to be Provided Prior to Agreement Execution if Required by Bid/Proposal Request)

**File Attachments for Item:**

5. City Council Resolution No. 2025-159 - A resolution of the City of Lake City, Florida, accepting funds awarded by the Edward Byrne Memorial Grant Program to purchase portable vehicle barriers; adopting the grant award agreement associated with accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
12-1-25

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT: Edward Byrne Memorial Justice Assistance Grant  
15PBJA-24-GG-04224-MUMU**

**DEPT / OFFICE: Lake City Police Department**

**Originator:**

Chief Gerald Butler

**City Manager**

Don Rosenthal

**Department Director**

Chief Gerald Butler *g/b*

**Date**

11-6-25

**Summary Explanation & Background:**

Allow the Lake City Police Department to accept and spend funds, through Columbia County for the Fiscal Year 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds, administered by the Office of Criminal Justice Grants with the Florida Department of Law Enforcement (FDLE) for the City of Lake City Police Department's portion of the JAG grant in the amount of \$36,000.00 for the purchase of portable vehicle barriers.

The Lake City Police Department will use these barriers for additional pedestrian and vehicular safety when closing roads for events or emergencies.

**Alternatives:**

Continue to close roads using traffic cones

**Source of Funds:**

NA

**Financial Impact:**

Positive- Grant Program pays \$36,000.00 of cost of equipment. Any additional costs will be taken from the Department's FY26 budget.

**Exhibits Attached:**

Award Agreement-Award Period 10-1-25 to 6-30-26

**State of Florida  
Florida Department of Law Enforcement  
Bureau of Criminal Justice Grants (CJG)  
2331 Phillips Road  
Tallahassee, FL 32308**

**AWARD AGREEMENT**

**Recipient:** City of Lake City

**Recipient SAM UEI:** MYB6D4DLBJD9

**Award Number:** JG188

**Award Period:** 10/01/2025 – 06/30/2026

**Award Title:** C-JG188: Law Enforcement Equipment and Supplies

**Federal Funds:** \$36,000.00

**Matching Funds:** \$0.00

**Total Funds:** \$36,000.00

**CFDA:** 16.738

**Federal Award Number:** 15PBJA-24-GG-04224-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

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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 Lake City (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 15<sup>th</sup>; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15<sup>th</sup>.

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 C**) 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 30<sup>th</sup>; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30<sup>th</sup>.

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 E and Appendix F** 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 strikeouts, whiteout, etc. are not permitted.**

**Award ID:** JG188  
**Award Title:** C-JG188: Law Enforcement Equipment and Supplies  
**Award Period:** 10/01/2025 – 06/30/2026

### Florida Department of Law Enforcement Bureau of Criminal Justice Grants

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: Cody Menacof, Bureau Chief

### Recipient City of Lake City

**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: Noah Walker, 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:	JG188
Recipient:	City of Lake City
Award Title:	C-JG188: Law Enforcement Equipment and Supplies
Award Period:	10/01/2025 - 06/30/2026

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### **Problem Identification**

The City of Lake City continues to host several large festivals each year that attract thousands of attendees, creating a need for improved safety measures in areas where events are held on city streets. Currently, the Lake City Police Department relies primarily on cones and wooden barricades, which serve only as visual deterrents and are not capable of stopping vehicles from entering restricted areas. While the department has recently acquired a limited number of traffic barriers, the quantity is insufficient to provide adequate coverage, leaving attendees vulnerable to potential vehicle related threats. Additionally, the department faces challenges in transporting barriers to event locations for deployment. To address these concerns, the Lake City Police Department seeks to acquire a trailer for transporting and additional portable traffic barriers that are specifically designed to physically stop vehicles and protect citizens during city sponsored events.

### **Scope of Work**

The City of Lake City will use JAG grant funds to purchase portable traffic barriers and an enclosed trailer to enhance public safety during city sponsored events. These resources will allow the police department to provide stronger protection for citizens, while also ensuring barriers can be transported and stored efficiently. This investment will improve the agency's ability to secure large gatherings and reduce risk of attendees.

## Appendix B - Deliverables

Award Number: JG188  
Recipient: City of Lake City  
Award Title: C-JG188: Law Enforcement Equipment and Supplies  
Award Period: 10/01/2025 - 06/30/2026

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

<b>Deliverable 1</b>	Recipient will use federal grant funds to procure an enclosed trailer and a traffic barrier system.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$36,000.00



### Appendix C - Approved Budget

Award Number:	JG188		
Recipient:	City of Lake City		
Award Title:	C-JG188: Law Enforcement Equipment and Supplies		
Award Period:	10/01/2025-06/30/2026		
Award Amount:	\$36,000.00	\$0.00	\$36,000.00
	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.

### D. Equipment

Item Name	Description	Grant Funded	Match	Total
Enclosed trailer	1 - Enclosed 7x14 trailer @ \$5904.50 only requesting allocated amount of \$4,880.00	\$4,880.00	\$0.00	\$4,880.00
traffic barrier system	Traffic Barrier System to include: 16- barriers @ \$1832.00 each = \$29,312.00 1 - Storage box @ \$1,058.00 Shipping: \$750.00 Total: \$31,120.00	\$31,120.00	\$0.00	\$31,120.00
D. Equipment Subtotal:				\$36,000.00

#### **Appendix D: Award Contacts**

Award Number: JG188  
Recipient: City of Lake City  
Award Title: C-JG188: Law Enforcement Equipment and Supplies  
Award Period: 10/01/2025 - 06/30/2026

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#### **Recipient Grant Manager (GM)**

**Name:** Andy Miles  
**Title:** Assistant Chief of Police  
**Address:** 225 NW Main Blvd  
Lake City, FL 32055-3919  
**Phone:** 386-758-5421  
**Email:** milesa@lcflapd.com

#### **Recipient Chief Official (CO)**

**Name:** Noah Walker  
**Title:** Mayor  
**Address:** 250 N Marion Ave  
Lake City, FL 32055-3919  
**Phone:** 386-752-2031  
**Email:** walkern@lcfla.com

#### **Recipient Chief Financial Officer (CFO)**

**Name:** Angela Taylor-Moore  
**Title:** Finance Director  
**Address:** 250 N Marion Ave  
Lake City, FL 32055-3919  
**Phone:** 386-752-5844  
**Email:** taylora@lcfla.com

**Name:**  
**Title:**  
**Phone:**  
**Email:**

## Appendix E: Special Conditions

Award Number: JG188  
Recipient: City of Lake City  
Award Title: C-JG188: Law Enforcement Equipment and Supplies  
Award Period: 10/01/2025 - 06/30/2026

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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 November 7, 2025. In order to prevent delays in payment, the Recipient should renew their registration in SAM.gov prior to the expiration date.
- S0105 At the time of application, the Recipient indicated items under their OCO threshold would be inventoried. Recipients who purchase equipment with federal funds are required to maintain a Capital Asset/Equipment Inventory as per §2 CFR 200.313(d)(1).
- S0110 At the time of application, the Recipient indicated that they do not have written procedures to report and investigate all grant funded property loss, theft, or damaged. Documentation of compliance with this requirement must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0048 The Recipient's internal controls do not appear to comply with the requirements outlined in the DOJ Grants Financial Guide and the Office of Management and Budget (OMB), Uniform Grant Requirements, 2 C.F.R. 200, specifically related to providing written notice to employees regarding whistleblower protections. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and the DOJ Grants Financial Guide and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0049 At the time of application, the Recipient indicated they do not have written procedures governing their inventory process. The management of equipment acquired in whole or in part using grant funds must comply with the requirements identified in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.313(d). Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0047b At the time of application, the Recipient indicated they do not have written procedures for financial management of federal grant funds. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided 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.

S0048a

At the time of application, the Recipient indicated they do not have written internal control procedures for the management of federal awards that align with federal guidance. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and the DOJ Grants Financial Guide and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

## Appendix F – FY2024 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE) 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. FDLE 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/doi-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/qs1-sl-june-2023.pdf> and  
<https://files.floridados.gov/media/706718/qs2-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.
- 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 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](http://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](mailto: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 7<sup>th</sup> 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, 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 FDLE 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 FDLE.

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 FDLE 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 FDLE 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 FDLE, 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 ("FAPIS").



- 10.0 Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information, 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 FDLE grant manager within thirty days of the change.
- 11.0 Death in Custody Reporting (JAG Program Only)** – Recipients of funds under Florida's Justice Assistance Grant (JAG) program are required to report all deaths in custody to the Criminal Justice Grants. A death in custody occurs when a person dies who is detained, under arrest, in the process of being arrested, is en route to incarceration, or is incarcerated at a municipal or county jail, state prison, state-run prison boot camp, contracted prison, or other local or state correctional facility. For more information on the reporting requirements, visit: <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Forms/Forms/DCRA>.

## **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. 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 FDLE 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 may withhold award funds, or may impose award conditions or other related requirements, if (as determined by FDLE) 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 FDLE 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 FDLE 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 FDLE 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](http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm).
- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 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](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 FDLE 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/CTFL/>.

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.

- 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 FDLE 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](http://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 FDLE, and will resume such obligations only if expressly authorized to do so by FDLE.
- 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](https://cops.usdoj.gov/SafePolicingEO). 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 FDLE 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.

- 31.0** For Paul Coverdell: Generally Accepted Laboratory Practices – The recipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.
- 32.0** For Paul Coverdell: Accreditation – The recipient may not obligate, expend, or draw down any funds under this award until the recipient submits documentation sufficient to demonstrate that it is accredited.
- 33.0** If the recipient is not accredited, the recipient must prepare and apply for accreditation by not more than two years from the award date of this award. If accredited, the recipient must continue to demonstrate such accreditation as a condition of receiving or using these subawarded funds; or, if not accredited, the recipient must use the subawarded funds to prepare and apply for accreditation.
- 34.0** The Coverdell statute (see 34 U.S.C. section 10562(2)) and the Paul Coverdell Science Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding what BJA will consider to be acceptable documentation of accreditation. The awarded funds may not be used under this award by a forensic laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that BJA determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient.
- The recipient agrees to notify FDLE promptly upon any change in its accreditation status.
- 35.0** For Paul Coverdell: Gross Income/Revenues – The recipient understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the DOJ Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government sources for the permissible uses of funds listed in the solicitation.

The recipient understands and agrees that program income that is earned during the final one hundred twenty (120) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the one hundred twenty-day (120-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended with one hundred twenty (120) days of the end of the award period must be returned to OJP.

The recipient understands and agrees that, throughout the award period, it must promptly notify BJA if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its

method of allocating fees received for such services to program income. Notice must be provided in writing to the BJA grant manager for the award within ten (10) business days of implementation of the change.

- 36.0** For Paul Coverdell: External Investigations – The recipient shall comply with 34 U.S.C. section 10562(4), relating to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors.

The recipient of this subaward acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, BJA assumes that recipients (and subrecipients) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The recipient shall submit the following information as part of its final report:

- 1) The number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award;
- 2) Information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral);
- 3) The outcome of such referrals (if known as of the date of the report); and
- 4) If any such allegations were not referred, the reasons(s) for the non-referral.

Should the project period for this award be extended, the recipient shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the recipient shall submit the required information as to any period not covered by prior reports as part of its final report. The recipient understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

## RESOLUTION NO 2025 –159

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING FUNDS AWARDED BY THE EDWARD BYRNE MEMORIAL GRANT PROGRAM TO PURCHASE PORTABLE VEHICLE BARRIERS; ADOPTING THE GRANT AWARD AGREEMENT ASSOCIATED WITH ACCEPTING SUCH GRANT FUNDS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ACCEPTING SUCH FUNDS AND ADOPTING SAID GRANT AWARD AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (the “City”) City Council adopted Resolution 2024-081 approving the Lake City Police Department’s (the “Department”) request to apply for funds through the Edward Byrne Memorial Justice Assistance Grant (the “Program”); and

**WHEREAS**, the City was awarded grant funds from the Program in the amount of \$36,000 (the “Awarded Funds”); and

**WHEREAS**, the Awarded Funds will be used to purchase portable vehicle barriers to be used for additional pedestrian and vehicular safety when closing roads for events or emergencies; and

**WHEREAS**, as a condition of accepting the Awarded Funds the City must adopt and execute the Grant Award Agreement in the form of the Exhibit attached hereto (the “Agreement”); and

**WHEREAS**, the Department desires to expend the Awarded Funds in accordance with the terms of the Agreement and in accordance with the City’s procurement policies and procedures; and

**WHEREAS**, accepting the Awarded Funds by adopting and executing the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Accepting the Awarded Funds by adopting and executing the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules, regulations, and directives as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and

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5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
  6. The Department is authorized to expend the Awarded Funds in accordance with the terms of the Agreement and in accordance with the City's procurement policies and procedures; and
  7. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  8. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of December, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**State of Florida  
Florida Department of Law Enforcement  
Bureau of Criminal Justice Grants (CJG)  
2331 Phillips Road  
Tallahassee, FL 32308**

**AWARD AGREEMENT**

**Recipient:** City of Lake City

**Recipient SAM UEI:** MYB6D4DLBJD9

**Award Number:** JG188

**Award Period:** 10/01/2025 – 06/30/2026

**Award Title:** C-JG188: Law Enforcement Equipment and Supplies

**Federal Funds:** \$36,000.00

**Matching Funds:** \$0.00

**Total Funds:** \$36,000.00

**CFDA:** 16.738

**Federal Award Number:** 15PBJA-24-GG-04224-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

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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 Lake City (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 15<sup>th</sup>; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15<sup>th</sup>.

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 C**) 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 30<sup>th</sup>; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30<sup>th</sup>.

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 E and Appendix F** 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 strikeouts, whiteout, etc. are not permitted.**

**Award ID:** JG188  
**Award Title:** C-JG188: Law Enforcement Equipment and Supplies  
**Award Period:** 10/01/2025 – 06/30/2026

#### Florida Department of Law Enforcement Bureau of Criminal Justice Grants

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: Cody Menacof, Bureau Chief

#### Recipient City of Lake City

**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: Noah Walker, 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: JG188  
Recipient: City of Lake City  
Award Title: C-JG188: Law Enforcement Equipment and Supplies  
Award Period: 10/01/2025 - 06/30/2026

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### **Problem Identification**

The City of Lake City continues to host several large festivals each year that attract thousands of attendees, creating a need for improved safety measures in areas where events are held on city streets. Currently, the Lake City Police Department relies primarily on cones and wooden barricades, which serve only as visual deterrents and are not capable of stopping vehicles from entering restricted areas. While the department has recently acquired a limited number of traffic barriers, the quantity is insufficient to provide adequate coverage, leaving attendees vulnerable to potential vehicle related threats. Additionally, the department faces challenges in transporting barriers to event locations for deployment. To address these concerns, the Lake City Police Department seeks to acquire a trailer for transporting and additional portable traffic barriers that are specifically designed to physically stop vehicles and protect citizens during city sponsored events.

### **Scope of Work**

The City of Lake City will use JAG grant funds to purchase portable traffic barriers and an enclosed trailer to enhance public safety during city sponsored events. These resources will allow the police department to provide stronger protection for citizens, while also ensuring barriers can be transported and stored efficiently. This investment will improve the agency's ability to secure large gatherings and reduce risk of attendees.

## Appendix B - Deliverables

Award Number: JG188  
Recipient: City of Lake City  
Award Title: C-JG188: Law Enforcement Equipment and Supplies  
Award Period: 10/01/2025 - 06/30/2026

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

<b>Deliverable 1</b>	Recipient will use federal grant funds to procure an enclosed trailer and a traffic barrier system.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$36,000.00

## Appendix C - Approved Budget

Award Number:	JG188		
Recipient:	City of Lake City		
Award Title:	C-JG188: Law Enforcement Equipment and Supplies		
Award Period:	10/01/2025-06/30/2026		
Award Amount:	\$36,000.00	\$0.00	\$36,000.00
	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.

D. Equipment				
Item Name	Description	Grant Funded	Match	Total
Enclosed trailer	1 - Enclosed 7x14 trailer @ \$5904.50 only requesting allocated amount of \$4,880.00	\$4,880.00	\$0.00	\$4,880.00
traffic barrier system	Traffic Barrier System to include: 16- barriers @ \$1832.00 each = \$29,312.00 1 - Storage box @ \$1,058.00 Shipping: \$750.00 Total: \$31,120.00	\$31,120.00	\$0.00	\$31,120.00
D. Equipment Subtotal:				\$36,000.00

#### Appendix D: Award Contacts

Award Number: JG188  
Recipient: City of Lake City  
Award Title: C-JG188: Law Enforcement Equipment and Supplies  
Award Period: 10/01/2025 - 06/30/2026

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#### Recipient Grant Manager (GM)

**Name:** Andy Miles  
**Title:** Assistant Chief of Police  
**Address:** 225 NW Main Blvd  
Lake City, FL 32055-3919  
**Phone:** 386-758-5421  
**Email:** milesa@lcflapd.com

#### Recipient Chief Official (CO)

**Name:** Noah Walker  
**Title:** Mayor  
**Address:** 250 N Marion Ave  
Lake City, FL 32055-3919  
**Phone:** 386-752-2031  
**Email:** walkern@lcfla.com

#### Recipient Chief Financial Officer (CFO)

**Name:** Angela Taylor-Moore  
**Title:** Finance Director  
**Address:** 250 N Marion Ave  
Lake City, FL 32055-3919  
**Phone:** 386-752-5844  
**Email:** taylora@lcfla.com

**Name:**  
**Title:**  
**Phone:**  
**Email:**

## Appendix E: Special Conditions

Award Number: JG188  
Recipient: City of Lake City  
Award Title: C-JG188: Law Enforcement Equipment and Supplies  
Award Period: 10/01/2025 - 06/30/2026

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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 November 7, 2025. In order to prevent delays in payment, the Recipient should renew their registration in SAM.gov prior to the expiration date.
- S0105 At the time of application, the Recipient indicated items under their OCO threshold would be inventoried. Recipients who purchase equipment with federal funds are required to maintain a Capital Asset/Equipment Inventory as per §2 CFR 200.313(d)(1).
- S0110 At the time of application, the Recipient indicated that they do not have written procedures to report and investigate all grant funded property loss, theft, or damaged. Documentation of compliance with this requirement must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0048 The Recipient's internal controls do not appear to comply with the requirements outlined in the DOJ Grants Financial Guide and the Office of Management and Budget (OMB), Uniform Grant Requirements, 2 C.F.R. 200, specifically related to providing written notice to employees regarding whistleblower protections. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and the DOJ Grants Financial Guide and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0049 At the time of application, the Recipient indicated they do not have written procedures governing their inventory process. The management of equipment acquired in whole or in part using grant funds must comply with the requirements identified in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.313(d). Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0047b At the time of application, the Recipient indicated they do not have written procedures for financial management of federal grant funds. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided 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.

S0048a

At the time of application, the Recipient indicated they do not have written internal control procedures for the management of federal awards that align with federal guidance. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and the DOJ Grants Financial Guide and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

## Appendix F – FY2024 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE) 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. FDLE 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/doi-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/qs1-sl-june-2023.pdf> and  
<https://files.floridados.gov/media/706718/qs2-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.
- 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 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](http://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](mailto: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 7<sup>th</sup> 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, 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 FDLE 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 FDLE.

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 FDLE 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 FDLE 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 FDLE, 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 ("FAPIS").



- 10.0 Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information, 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 FDLE grant manager within thirty days of the change.
- 11.0 Death in Custody Reporting (JAG Program Only)** – Recipients of funds under Florida's Justice Assistance Grant (JAG) program are required to report all deaths in custody to the Criminal Justice Grants. A death in custody occurs when a person dies who is detained, under arrest, in the process of being arrested, is en route to incarceration, or is incarcerated at a municipal or county jail, state prison, state-run prison boot camp, contracted prison, or other local or state correctional facility. For more information on the reporting requirements, visit: <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Forms/Forms/DCRA>.

## **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. 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 FDLE 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 may withhold award funds, or may impose award conditions or other related requirements, if (as determined by FDLE) 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 FDLE 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 FDLE 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 FDLE 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](http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm).
- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 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](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 FDLE 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/CTFL/>.



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.

- 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 FDLE 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](http://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 FDLE, and will resume such obligations only if expressly authorized to do so by FDLE.
- 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](https://cops.usdoj.gov/SafePolicingEO). 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 FDLE 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.

- 31.0** For Paul Coverdell: Generally Accepted Laboratory Practices – The recipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.
- 32.0** For Paul Coverdell: Accreditation – The recipient may not obligate, expend, or draw down any funds under this award until the recipient submits documentation sufficient to demonstrate that it is accredited.
- 33.0** If the recipient is not accredited, the recipient must prepare and apply for accreditation by not more than two years from the award date of this award. If accredited, the recipient must continue to demonstrate such accreditation as a condition of receiving or using these subawarded funds; or, if not accredited, the recipient must use the subawarded funds to prepare and apply for accreditation.
- 34.0** The Coverdell statute (see 34 U.S.C. section 10562(2)) and the Paul Coverdell Science Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding what BJA will consider to be acceptable documentation of accreditation. The awarded funds may not be used under this award by a forensic laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that BJA determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient.
- The recipient agrees to notify FDLE promptly upon any change in its accreditation status.
- 35.0** For Paul Coverdell: Gross Income/Revenues – The recipient understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the DOJ Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government sources for the permissible uses of funds listed in the solicitation.

The recipient understands and agrees that program income that is earned during the final one hundred twenty (120) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the one hundred twenty-day (120-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended with one hundred twenty (120) days of the end of the award period must be returned to OJP.

The recipient understands and agrees that, throughout the award period, it must promptly notify BJA if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its

method of allocating fees received for such services to program income. Notice must be provided in writing to the BJA grant manager for the award within ten (10) business days of implementation of the change.

- 36.0** For Paul Coverdell: External Investigations – The recipient shall comply with 34 U.S.C. section 10562(4), relating to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors.

The recipient of this subaward acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, BJA assumes that recipients (and subrecipients) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The recipient shall submit the following information as part of its final report:

- 1) The number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award;
- 2) Information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral);
- 3) The outcome of such referrals (if known as of the date of the report); and
- 4) If any such allegations were not referred, the reasons(s) for the non-referral.

Should the project period for this award be extended, the recipient shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the recipient shall submit the required information as to any period not covered by prior reports as part of its final report. The recipient understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.



**File Attachments for Item:**

6. City Council Resolution No. 2025-165 - A resolution of the City Council of the City of Lake City, Florida, adopting the Memorandum of Agreement with Florida Fish and Wildlife Conservation Commission Concerning surveys, design, and construction of Alligator Lake Pier at Halpatter Park; making certain findings of fact in support of the City Adopting said agreement; recognizing the authority of the Mayor to execute and bind to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>
12/15/2025

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** Memorandum of Agreement - Alligator Lake

**DEPT / OFFICE:** UT Admin/ Executive Director of Utilities

<b>Originator:</b> Steve Brown		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Steve Brown	<b>Date</b> 11/18/2025
<b>Recommended Action:</b> Enter into the Memorandum of Agreement for pier at Alligator Lake FWC Agreement Number 25164.		
<b>Summary Explanation &amp; Background:</b> Florida Fish and Wildlife Conservation Commission (FWC) would like to rebuild a pier for Alligator Lake at 298 SE Clements Place.  FWC is fully funding this project.		
<b>Alternatives:</b> Not to enter into the MOA for FWC Agreement No. 25164.		
<b>Source or Funds:</b> Not applicable.		
<b>Financial Impact:</b> none		
<b>Exhibits Attached:</b> Please see attached MOA.		

## **RESOLUTION NO 2025 – 165**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING THE MEMORANDUM OF AGREEMENT WITH FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION CONCERNING SURVEYS, DESIGN, AND CONSTRUCTION OF ALLIGATOR LAKE PIER AT HALPATTER PARK; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ADOPTING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (the “City”) desires to enter into a Memorandum of Agreement with the Florida Fish and Wildlife Conservation Commission (the “Agency”) concerning surveys, design, and construction of Alligator Lake Pier at Halpatter Park (the “Project”); and

**WHEREAS**, the City and the Agency desire to complete the Project pursuant to the terms of the Memorandum of Agreement between the City and the Agency in the form of the agreement attached hereto (the “Agreement”); and

**WHEREAS**, the City Council finds adopting the Agreement is in the public or community interest and for public welfare pursuant to and in accordance with the terms and conditions of the Agreement in the form of the Exhibit attached hereto; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Adopting the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and

- 
4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  5. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of December, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA:

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

# **MEMORANDUM OF AGREEMENT**

BETWEEN

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AND

The City of Lake City

FOR

Alligator Lake Pier

FWC Agreement No. 25164

This Memorandum of Agreement (MOA) is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “Commission” or “FWC,” and the City of Lake City, whose address is 205 N. Marion Ave., Lake City, FL 32055, hereinafter “CITY,” collectively, “Parties”.

The purpose of this Memorandum of Agreement is to establish an agreement between the parties to provide mutually beneficial support in their respective efforts to complete the project known as Alligator Lake Pier;

## **Section 1. RESPONSIBILITIES OF THE PARTIES**

The parties hereby agree to accept and undertake the following responsibilities assigned to them under this Agreement:

### **A. RESPONSIBILITIES OF THE COMMISSION.**

- A.1. Complete all required surveys, design and construction of Alligator Lake Pier.
- A.2. Provide funding necessary to complete the project.
- A.3. All day-to-day oversight and acceptance of the Contractor's work.
- A.4. Removal of existing pier.
- A.5. Oversee acceptance and payment of Contractor's invoices.

### **B. RESPONSIBILITIES OF THE CITY.**

- B.1. Obtain any necessary building permit(s) required by the CITY for the construction of the pier.
- B.2. Allow removal of existing pier and construction of a new pier at Halpatter Park.

## **Section 2. TERM OF THE AGREEMENT**

It is understood and agreed that the relation established by this Agreement is meant to be for the benefit of both parties, and that this Agreement shall be effective on the date of execution by both parties and shall remain in effect until completion of the pier construction or five (5) years from execution date, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by both parties.

## **Section 3. TERMINATION**

Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least thirty (30) days prior to the termination date specified in the notice.

## **Section 4. NOTICES**

All notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

### **COMMISSION CONTACT INFORMATION:**

Allen Martin  
Regional Fisheries Administrator  
North Central Regional Office  
3377 East US Highway 90  
Lake City, Florida 32055  
(386)365-7148  
Allen.Martin@MyFWC.com

### **CITY CONTACT INFORMATION:**

Noah Walker  
Mayor  
City of Lake City  
Lake City, FL 32055  
(386-)719-5756  
WalkerN@lcfla.com

## **Section 5. PUBLIC RECORDS**

All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the parties.

## **Section 6. LIABILITY**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign

immunity or statutory limitations on liability, including but not limited to sovereign immunity of the State of Florida beyond the waiver provided for in section 768.28, F.S., as amended.

## **Section 7. STATE REQUIRED CLAUSES.**

- A. **Non-discrimination.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
- B. **Prohibition of Discriminatory Vendors.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- C. **Public Entity Crimes.** In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
- D. **Legislative appropriation.** For contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance is contingent upon an annual appropriation by the Legislature.

## **Section 8. NON-ASSIGNMENT**

This Agreement may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.

## **Section 9. SEVERABILITY AND CHOICE OF VENUE**

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Agreement unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Agreement.



The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Agreement, The City of Lake City affirms that The City of Lake City considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The City of Lake City will not initiate in any other forum a legal action or other proceeding to which this provision applies.

#### **Section 10. NO THIRD-PARTY RIGHTS**

The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

#### **Section 11. JURY TRIAL WAIVER.**

As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim of quantum meruit.

#### **Section 12. ENTIRE AGREEMENT; AMENDMENT**

This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE TO FOLLOW**

**SIGNATURES**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

<b>CITY OF LAKE CITY EXECUTION SIGNATURE</b>	<b>COMMISSION EXECUTION SIGNATURE</b>
<b>Noah Walker</b>	<b>Florida Fish and Wildlife Conservation Commission</b>
Mayor Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

**ATTACHMENTS**

Attachments in this Agreement include the following:

- Attachment A, Description of Location

**ATTACHMENT A**  
**DESCRIPTION OF LOCATION**

298 SE Clements PL., Lake City, Florida 32025, Parcel Number 05-4S-17-07600-000, in Section 05, Township 4 South, Range 17 east in Columbia County, at latitude 30°10'49.2"/-82°37.906' longitude.

**File Attachments for Item:**

7. City Council Ordinance No. 2025-2343 (final reading) - An ordinance of the City of Lake City, Florida; amending Chapter 70, Article IV of the City of Lake City Code of Ordinances entitled "Police Officers' Pension Plan and Trust Fund;" amending Section 70-96 of the City of Lake City Code of Ordinances entitled "Service Retirement Benefits; Cost of Living Adjustment" by adopting option for partial lump sum benefit; adding Section 70-106 for the purpose of purchasing prior military service; adding a new Section 70-107 for the purpose of purchasing prior police service; providing for severability; providing for codification; providing for correction of scrivener's errors; and providing an effective date.

Passed on first reading 11/17/2025

## **CITY OF LAKE CITY, FLORIDA**

### **ORDINANCE NUMBER 2025-2343**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA; AMENDING CHAPTER 70, ARTICLE IV OF THE CITY OF LAKE CITY CODE OF ORDINANCES ENTITLED "POLICE OFFICERS' PENSION PLAN AND TRUST FUND"; AMENDING SECTION 70-96 OF THE CITY OF LAKE CITY CODE OF ORDINANCES ENTITLED "SERVICE RETIREMENT BENEFITS; COST OF LIVING ADJUSTMENT" BY ADDING OPTION FOR PARTIAL LUMP SUM BENEFIT; ADDING SECTION 70-106 FOR THE PURPOSE OF PURCHASING PRIOR MILITARY SERVICE; ADDING A NEW SECTION 70-107 FOR THE PURPOSE OF PURCHASING PRIOR POLICE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City has created a Police Officers' Pension Plan (the "Pension Plan"); and

**WHEREAS**, the Board of Trustees of the Pension Plan finds it is in the best interest of the participants and beneficiaries to offer a partial lump sum option as one of the optional forms for the benefits; and

**WHEREAS**, the City of Lake City desires to offer participants in the Pension Plan the opportunity to purchase prior military and prior police officer service as a recruiting tool; and

**WHEREAS**, the ability to purchase service is recognized as permissible in both Chapter 175 and the Internal Revenue Code; and

**WHEREAS**, amending the Code in the foregoing form and substance is in the public interests and in the interests of the City; and

**WHEREAS**, the City Council desires to add these provisions to the City of Lake City Code now, therefore:

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, THAT:**

#### **SECTION1: ADDING OPTION FOR PARTIAL LUMP SUM BENEFIT**

Chapter 70, Article IV, Section 70-96(g) of the City of Lake City Code of Ordinances is hereby amended by adding paragraph (5) as follows:

**Sec. 70-96. - Service retirement benefits; cost of living adjustment.**

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- (g) A member entitled to a normal or early service retirement benefit shall have the right at any time prior to the date upon which the first payment is received to elect to have the benefit payable under one of the options provided in this plan. A member shall be permitted to revoke any such election and to elect a new option at any time prior to the receipt of the first payment. Each retirement option shall be the actuarial equivalent of the other retirement options available.

The present value of payments to a retiring member must be equal to at least 50 percent of the total value of payments to a retiring member and designated beneficiary. Election of the retirement option shall be on a form prescribed by the board.

- (1) Ten year certain and life thereafter.

A member may elect to receive a reduced life annuity with 120 guaranteed payments. If the member shall die prior to receiving 120 payments, the remaining benefits shall be paid to the beneficiary designated by the member. In the event that no beneficiary has been designated, the member's estate shall be the recipient of the remaining balance of payments. This shall be the normal form of retirement.

- (2) Life annuity.

A member may elect to receive an unreduced annuity payable for life. There shall be no guaranteed payment in excess of the accumulated contributions of the member, which contributions shall be paid to the member's estate or designated beneficiary should the member die prior to receiving payments equal to said contributions.

- (3) Joint and last survivor option.

A member may elect to receive a benefit for life and to have the benefit (or a designated fraction of the benefit of 50%, 66 2/3%, 75% or 100%) continued after the member's death and during the lifetime of a designated survivor. A designated survivor may be any natural person, but need not be the spouse of the member. In the event that the designated survivor dies, or in the case of a spouse, the marriage is dissolved, before the member's benefit payments begin, this option shall be canceled automatically and a retirement income shall be payable to the member as if the election had never been made. A member may, at that time, elect an unreduced life annuity or a ten year certain and life thereafter benefit.

- (4) Other options.

The retirees may, by uniform rule, establish any other optional form of payment, which is the actuarial equivalent of any other form of retirement provided for in this plan, or which optional form of payment is cost neutral to the plan. An

interest only option or an option providing guaranteed payments over a period in excess of 20 years or beyond age 85 may not be offered. The board, in its sole discretion, may make a lump sum distribution which is the actuarial equivalent of the monthly benefit if the lump sum is not greater than \$1,750.

- (5) For members who do not participate in the DROP pursuant to section 70-103, the member may elect a percentage of benefit in a lump sum as follows:
- a. Five (5) percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining ninety-five (95) percent paid under the normal form or as per subsection (g)(1), (2), or (3) of this section.
  - b. Ten (10) percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining ninety (90) percent paid under the normal form or as per subsection (g)(1), (2), or (3) of this section.
  - c. Fifteen (15) percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining eighty-five (85) percent paid under the normal form or as per subsection (g)(1), (2), or (3) of this section.
  - d. Twenty (20) percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining eighty (80) percent paid under the normal form or as per subsection (g)(1), (2), or (3) of this section.

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## **SECTION 2. PURCHASE OF PRIOR MILITARY SERVICE**

Chapter 70, Article IV, Section 70-106 of the City of Lake City Code of Ordinances is hereby created as follows (words stricken are deletions; words underlined are additions):

### **Sec. 70-106. MILITARY SERVICE PRIOR TO EMPLOYMENT.**

The years or fractional parts of years that a Police Officer serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the District Police Department shall be added to years of Credited Service provided that:

1. The Member contributes to the Fund the sum that he/she would have contributed, based on his/her Salary and the Member contribution rate in effect at the time that the Credited Service is requested, had he/she been a Member of the System for the years or fractional parts of years for which he/she is requesting credit plus amounts actuarially determined such that the crediting of service does

not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of Credited Service.

2. Multiple requests to purchase Credited Service pursuant to this Section may be made at any time prior to Retirement.
3. Payment by the Member of the required amount shall be made within six months of the request for credit, but not later than the retirement date, and shall be made in one (1) lump sum payment upon receipt of which Credited Service shall be given.
4. The maximum credit under this Section shall be four (4) years.
5. Credited Service purchased pursuant to this Section shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits.

### **SECTION 3: PURCHASE OF PRIOR POLICE SERVICE**

Chapter 70, Article IV, Section 70-107 of the City of Lake City Code of Ordinances is hereby created as follows (words stricken are deletions; words underlined are additions):

#### **Sec. 70-107. PRIOR POLICE OFFICER SERVICE.**

Unless otherwise prohibited by law, and except as provided for in Section 1, the years or fractional parts of years that a Member previously served as a full-time Police Officer with the City during a period of previous employment and for which period Accumulated Contributions were withdrawn from the Fund, or the years and fractional parts of years that a member served as a Police Officer for any other municipal, county or state law enforcement department or as a Police Officer for any other municipal, county, or state shall be added to years of Credited Service provided that:

1. The Member contributes to the Fund the sum that they would have contributed, based on his/her Salary and the Member contribution rate in effect at the time that the Credited Service is requested, had he/she been a Member of the System for the years or fractional parts of years for which he/she is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of Credited Service. Members who were formerly employed by the City as a Police Officer and withdrew their contributions from the Fund have 1 year from date of employment to repay into the fund the amount he or she has withdrawn, plus interest as determined by the board.
  - a. The member salary used as the initial salary for the projected salary will be



- 
- the salary for the member for the year preceding each purchase of service credits.
- b. The calculation of the full actuarial cost will be made using the assumptions used in the actuarial valuation performed prior to the purchase of the service credits.
2. Multiple requests to purchase Credited Service pursuant to this Section may be made at any time prior to Retirement.
3. Payment by the Member of the required amount shall be made within six (6) months of the request for credit, but not later than the retirement date, and shall be made in one (1) lump sum payment upon receipt of which Credited Service shall be given.
4. The maximum credit under this Section for service other than with City shall be five (5) years of Credited Service and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the City and such credit shall count for all purposes, including vesting.
5. In no event, however, may Credited Service be purchased pursuant to this Section for prior service with any other municipal, county police department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in Florida Statutes §112.65.
6. For purposes of determining credit for prior service as a Police Officer as provided for in this Section, in addition to service as a Police Officer in this State, credit may be purchased by the Member in the same manner as provided above for federal, other state, county or municipal service if the prior service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement as provided in chapter 943 or the Police Officer provides proof to the Board that such service is equivalent to the service required to meet the definition of a Police Officer under Section 70-92, above.

#### **SECTION 4: PROVIDING FOR CODIFICATION**

It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lake City, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

#### **SECTION 5: PROVIDING FOR SEVERABILITY**

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If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

**SECTION 6: PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT**

All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 7: PROVIDING FOR AN EFFECTIVE DATE**

This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

**APPROVED, UPON FIRST READING**, by the City Council of the City of Lake City at a regular meeting on the \_\_\_\_ day of November, 2025.

**PUBLICALLY NOTICED**, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida, on the \_\_\_\_ day of November, 2025.

**APPROVED AND ADOPTED UPON SECOND READING**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, at a regular meeting this \_\_\_\_ day of December, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Tammy Harris, Council Member	<u>✓</u>	_____	_____	_____
Chevella Young, Council Member	<u>✓</u>	_____	_____	_____
Ricky Jernigan, Council Member	<u>✓</u>	_____	_____	_____
James Carter, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

  
\_\_\_\_\_  
AUDREY SIKES, MMC  
City Clerk

# **Business Impact Estimate**

*This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference:

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA; AMENDING CHAPTER 70, ARTICLE IV OF THE CITY OF LAKE CITY CODE OF ORDINANCES ENTITLED "POLICE OFFICERS' PENSION PLAN AND TRUST FUND"; AMENDING SECTION 70-96 OF THE CITY OF LAKE CITY CODE OF ORDINANCES ENTITLED "SERVICE RETIREMENT BENEFITS; COST OF LIVING ADJUSTMENT" BY ADDING OPTION FOR PARTIAL LUMP SUM BENEFIT; ADDING SECTION 70-106 FOR THE PURPOSE OF PURCHASING PRIOR MILITARY SERVICE; ADDING A NEW SECTION 70-107 FOR THE PURPOSE OF PURCHASING PRIOR POLICE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

**The ordinance amends the distribution option for police officer members of the pension plan to allow a partial lump sum distribution instead of entering the DROP. The ordinance also amends the police officer pension plan to permit the purchase of prior military and other police officer service as credited service in this plan in accordance with Florida Statutes §185.02(7)(c). These are optional benefits which provide additional choices for a police officer member.**

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

- (a) There is no direct compliance cost to businesses.**
- (b) There are no new charges or fees imposed by this ordinance.**
- (c) There are no regulatory costs.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

**None**

4. Additional information the governing body deems useful (if any):

*[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].*

**The options provided for by the ordinance are paid for by the police officer members through additional actuarially determined contributions to purchase the service or by an actuarial reduction to their benefit to take into account the lump sum payment. Attached is the no-impact letter from the actuary for the pension fund.**

September 16, 2025

VIA EMAIL

Board of Trustees  
City of Lake City  
Police Officers' Pension Board

Re: City of Lake City Municipal Police Officers' Pension Trust Fund

Dear Board:

We have reviewed the proposed Ordinance, identified as 00253612.DOCX;1, providing for new Optional Forms of Payment that include partial lump sum payments of up to twenty (20) percent of the total actuarial equivalent value of the benefit and providing for purchase of prior military or police officer service at a cost to the Officer such that the crediting of the service does not result in any cost to the Fund. We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program.

Because the above changes do not result in an immediate change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman  
Bureau of Local Retirement Systems  
Division of Retirement  
P. O. Box 9000  
Tallahassee, FL 32315-9000

Mr. Steve Bardin  
Municipal Police and Fire  
Pension Trust Funds  
Division of Retirement  
P.O. Box 3010  
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Patrick T. Donlan, EA, ASA, MAAA

**File Attachments for Item:**

8. City Council Ordinance No. 2025-2345 (first reading) - An ordinance of the City of Lake City, Florida, approving, adopting, and authorizing the execution of an Interlocal Service Boundary Agreement between the City of Lake City, Florida and the Columbia County, Florida Board of County Commissioners regarding a joint planning area and municipal service area to be commonly identified as the cornerstone planning area; providing for recordation; providing for severability; providing for conflicts; and providing an effective date.

Adopt City Council Ordinance No. 2025-2345 on first reading



## CITY OF LAKE CITY, FLORIDA

### ORDINANCE NUMBER 2025-2345

1        **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA APPROVING,**  
2        **ADOPTING, AND AUTHORIZING THE EXECUTION OF AN**  
3        **INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE**  
4        **CITY OF LAKE CITY, FLORIDA AND THE COLUMBIA COUNTY,**  
5        **FLORIDA BOARD OF COUNTY COMMISSIONERS REGARDING A**  
6        **JOINT PLANNING AREA AND MUNICIPAL SERVICE AREA TO BE**  
7        **COMMONLY IDENTIFIED AS THE CORNERSTONE PLANNING AREA;**  
8        **PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY;**  
9        **PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE**  
10       **DATE.**

11       **WHEREAS**, in accordance with the Interlocal Service Boundary Act, Chapter 171, Part II, Florida  
12       Statutes, on August 21, 2025, the Board of County Commissioners of Columbia County, Florida  
13       (the "BOCC" or the "County") adopted Resolution 2025R-32 (the "Initiating Resolution")  
14       inviting the City of Lake City, Florida (the "City") to participate in discussions for negotiation  
15       of an interlocal service boundary agreement, and identifying certain issues for negotiation;  
16       and

17       **WHEREAS**, in accordance with the Interlocal Service Boundary Act, Chapter 171, Part II, Florida  
18       Statutes, on September 3, 2025, the City Council of the City approved Resolution No. 2025-  
19       121 (the "Responding Resolution") identifying certain issues for negotiation; and

20       **WHEREAS**, the City and County have met since the approval of the resolutions to discuss the  
21       issues, and have negotiated and agreed upon a proposed Interlocal Service Boundary  
22       Agreement to address such issues identified in the Initiating Resolution and the Responding  
23       Resolution; and

24       **WHEREAS**, it is anticipated the Columbia County Board of County Commissioners will consider  
25       the proposed Interlocal Service Boundary Agreement at its regularly scheduled meeting on  
26       December 18, 2025; and

27       **WHEREAS**, the City Council finds the approval and adoption of the Interlocal Service Boundary  
28       Agreement to be in the interests of the general welfare and the interests of the public; now,  
29       therefore,  
30

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**BE IT ENACTED BY THE PEOPLE OF LAKE CITY, FLORIDA:**

**SECTION 1. APPROVAL AND ADOPTION OF INTERLOCAL BOUNDARY SERVICE AGREEMENT.**

The Interlocal Service Boundary Agreement attached hereto as Exhibit "A" is approved and adopted by the City Council. The Mayor of the City is authorized and directed to execute said agreement.

**SECTION 2. AUTHORIZATION TO AMEND COMPREHENSIVE PLAN.**

The City Council further authorizes and directs all necessary and appropriate action to amend the City's comprehensive plan as required by Section 171.203(9), Florida Statutes.

**SECTION 3. DIRECTION TO RECORD AGREEMENT**

Upon adoption and execution of the Interlocal Service Boundary Agreement by the Columbia County Board of County Commissioners, said agreement shall be recorded and filed with the Clerk of Court for Columbia County, Florida, in accordance with Section 163.01(11), Florida Statutes.

**SECTION 4. COMPLIANCE WITH STATUTE**

This ordinance, and the agreement attached hereto as Exhibit "A", have been approved in accordance with Section 171.203(14), Florida Statutes, and Section 166.041, Florida Statutes.

**SECTION 5. REPEAL OF ORDINANCES IN CONFLICT**

All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent they conflict with this Ordinance, repealed.

**SECTION 6. PROVIDING FOR SEVERABILITY**

It is the declared intent of the City Council of the City of Lake City that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

**SECTION 7. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage.

**APPROVED, UPON THE FIRST READING,** by the City Council of the City of Lake City at a regular

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meeting, on the \_\_\_\_ day of December, 2025.

**PUBLICLY NOTICED**, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the \_\_\_\_ day of December, 2025.

**APPROVED UPON THE SECOND READING, AND ADOPTED ON FINAL PASSAGE**, by an affirmative vote of a majority of a quorum present of the City Council of Lake City, Florida, at a regularly scheduled meeting this \_\_\_\_ day of December, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

# **Interlocal Service Boundary Agreement**

*between*

**County of Columbia**

*and*

**City of Lake City**

**CORNERSTONE PLANNING AREA**

INTERLOCAL SERVICE BOUNDARY AGREEMENT  
BETWEEN COLUMBIA COUNTY, FLORIDA AND  
THE CITY OF LAKE CITY  
**CORNERSTONE PLANNING AREA**

This Interlocal Service Boundary Agreement is made and entered into this \_\_\_\_ day of December 2025, by and between Columbia County, a political subdivision of the State of Florida (“County”), and the City of Lake City, a Florida municipality (“City”).

**WHEREAS**, the City possesses municipal home rule powers pursuant to Article VIII, Section 2(b), Constitution of the State of Florida; Chapter 166, Florida Statutes; and Article II, Section 201, of the Charter of the City of Lake City; and

**WHEREAS**, the County possesses powers of self-government and home rule as provided by Article VIII, Section 1(g), Constitution of the State of Florida; Chapter 125, Part II, Florida Statutes; and the Home Rule Charter for Columbia County, Florida, as amended; and

**WHEREAS**, the County invited the City to enter into negotiations for an Interlocal Service Boundary Agreement by adopting Resolution 2025R-32 on August 21, 2025; and

**WHEREAS**, the City agreed to participate in negotiations for an Interlocal Service Boundary Agreement by adopting Resolution No. 2025-121 on September 3, 2025; and

**WHEREAS**, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognize the use of interlocal service boundary agreements and joint planning agreements as means of coordinating planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation; and

**WHEREAS**, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires cities and counties include an intergovernmental coordination element in their respective comprehensive plans, which intergovernmental coordination element provides procedures for identifying and implementing joint planning areas for the express purpose of annexation, municipal incorporation, and joint infrastructure service areas; and

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation, joint planning, and the delivery of services; and

**WHEREAS**, the City and the County wish to identify lands qualifying as logical candidates for future annexations, the appropriate uses of such lands, and the infrastructure needs of such lands, and provider thereof, while also protecting natural resources associated with such lands; and

**WHEREAS**, pursuant to Sections 163.3171(4), 171.203(6)(f) and (7), Florida Statutes, an interlocal service boundary agreement may include provisions that allow a municipality to adopt

land use changes consistent with Part II of Chapter 163 for areas scheduled to be annexed within the term of such interlocal service boundary agreement; and

**WHEREAS**, pursuant to Section 171.204, Florida Statutes, provided

1. an area proposed for annexation is “urban in character” as defined in Section 171.031, Florida Statutes, and
2. a county and municipality enter into a joint planning agreement ("JPA") pursuant to Section 163.3171, Florida Statutes,

when land is annexed pursuant to an interlocal service boundary agreement, any character of land may be annexed, including, but not limited to, an annexation of land not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation where the annexed area is not reasonably compact; and

**WHEREAS**, the County will support annexations within the Interlocal Service Boundary Agreement area, provided such annexations create efficiencies for the delivery of municipal services; and

**WHEREAS**, the annexation of lands, and the extension of City and County facilities and services, are performed most efficiently if the process and timing of long range planning, annexation, and development review by and between the City and the County are clearly identified and part of a coordinated, joint effort; and

**WHEREAS**, the mutual commitment of the City and the County to clearly identify and jointly coordinate the process and timing of long range planning, annexation, and development review for the purpose of achieving efficient annexation of lands and extension of City and County services is a material inducement to the Parties to enter into this Agreement; and

**WHEREAS**, the City and the County find the benefits of intergovernmental communication and coordination will accrue to both Parties; and

**WHEREAS**, pursuant to Section 171.203, Florida Statutes, an interlocal service boundary agreement may address any issue concerning service delivery, fiscal responsibilities, or adjustment of territorial boundaries, which issues include, but are not necessarily limited to:

1. Consistent with Section 171.202(11), identification of unincorporated land as a municipal service area, which lands:
  - a. may receive municipal services from the City; or
  - b. may be annexed by the City; and
2. Establishment of a process and schedule for the annexation of lands in an MSA; and

3. Establishment of a process to adopt comprehensive plan amendments and land use changes, administer land development regulations, and issue development orders consistent with Chapter 163, Part II, Florida Statutes; and
4. Other service delivery issues; and
5. Land use planning; and

**WHEREAS**, pursuant to Section 171.204, Florida Statutes, an interlocal service boundary agreement must include a joint planning agreement under Section 163.3171, Florida Statutes, while also addressing responsibilities for land use planning by establishing procedures for adopting comprehensive plan amendments, administering land development regulations, and issuing development orders consistent with Chapter 163, Florida Statutes; and

**WHEREAS**, the City and the County have met and negotiated in good faith to resolve issues related to annexation and joint planning, and coordinating the provision of public services and infrastructure, and the Parties wish to memorialize their understanding in this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Article VIII of the Florida Constitution, Chapters 125, 163, 166, 171, and 180, Florida Statutes, and the Parties' respective charters.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. **Incorporation of Recitals and Maps.** Map 1 and Map 2, both affixed hereto, and each of the recitals above are true and correct and are incorporated into this Agreement as the legislative findings of the City and the County, as material terms hereof, as if fully set forth herein.
2. **Definitions.** Each following term or phrase shall have the meaning corresponding therewith unless the context requires and dictates otherwise:
  - a. *Agreement* shall mean this Interlocal Boundary Service Agreement.
  - b. *City* shall mean the City of Lake City, a Florida municipality, being wholly located in the County of Columbia, a political subdivision of the State of Florida.
  - c. *County* shall mean the County of Columbia, a political subdivision of the State of Florida.
  - d. *Intergovernmental Coordination Element* shall mean .that certain required element of a comprehensive plan as set forth in Section 163.3177(h), Florida Statutes.
  - e. *Interlocal Service Boundary Agreement* or "*ISBA*" as the context so requires, shall mean, generally, an interlocal service boundary agreement between a city and a county, and, specifically, the interlocal service boundary agreement contemplated herein between Columbia County, Florida, a political subdivision of the State of Florida, and the City of

Lake City, Florida, a Florida municipality, as such term is defined in Section 171.202, Florida Statutes.

- f. *Joint Planning Agreement* or “JPA” as the context so requires, shall mean, generally, a joint agreement between a city and a county, and, specifically, the joint agreement contemplated herein between Columbia County, Florida, a political subdivision of the State of Florida, and the City of Lake City, Florida, a Florida municipality, established pursuant to Section 163.3171, Florida Statutes.
  - g. *Map* or *Maps* shall mean Map 1 and Map 2, each depicting the same geographic area, attached hereto as if fully set forth herein.
  - h. *Municipal Service Area* or “MSA” as the context so requires, shall mean, generally, a municipal service area as established between a city and a county, and, specifically, the municipal service area contemplated herein between Columbia County, Florida, a political subdivision of the State of Florida, and the City of Lake City, Florida, a Florida municipality, as such term is defined in Section 171.202, Florida Statutes.
  - i. *Party* and *Parties* shall mean, respectively, a general reference to a singular signatory to this instrument, and a general reference to both signatories to this instrument, as the context shall so dictate and require.
  - j. *Proposed Development* shall mean that certain development of real property proposed for location on Tax Parcel Number 30-4S-17-08881-000 and commonly identified as “Cornerstone Crossing at 47”
  - k. *Road Segment* shall mean the portion of a road between two intersecting roads.
  - l. *Urban in Character* shall have the meaning set forth in Section 171.031(12), Florida Statutes.
3. **Term and Effective Date of Agreement.** This Agreement shall become effective when filed with the Clerk of Court for Columbia County Circuit Court, pursuant to Section 163.01(11), Florida Statutes. The initial term of this Agreement shall be twenty (20) years from the effective date of the Agreement. At the end of the tenth year following the effective date, the City and the County, through their respective staff, shall review the effectiveness and performance of this Agreement. Based upon this review and the adoption of the reports of any such review by the Parties’ respective governing boards, this Agreement may continue for the remainder of the initial term, be amended as the Parties desire, be extended, or be terminated pursuant to Paragraph 11 of this Agreement.
4. **Renewal of Agreement.** At any time prior to the end of the initial term, but in no event later than eighteen (18) months prior to the end of the initial term, should the Parties desire to extend the initial term of the Agreement the City and the County shall initiate negotiations pursuant to Section 171.203(12), Florida Statutes.
5. **Duplication of Services.** In furtherance of the purpose of this Agreement, neither the City,



nor the County shall undertake any action that would result in the overlapping, duplication, or competition of services or exercise of powers provided herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld. This provision shall not preclude mutual aid agreements between first responder agencies, division of duties as between the Parties' respective functions, or other instances where efficiency or a higher level of service to the public may be accomplished through inter-agency cooperation.

**6. Planning and Development Services.**

- a. Within six (6) months following the effective date of this Agreement, the City shall adopt a municipal service area as an amendment to its comprehensive plan pursuant to Section 171.203(11), Florida Statutes. The MSA shall include the area depicted on the Map, population projections for the MSA, and data and analysis supporting the provision of public facilities for the MSA. The City's reference to this ISBA in the City's amendment to its Intergovernmental Coordination Element pursuant to Section 171.203(9), Florida Statutes, shall serve as the comprehensive plan amendment required by Section 171.203(11), Florida Statutes.
- b. The City and the County shall amend the Intergovernmental Coordination Element of their respective comprehensive plans in accordance with Section 171.203(9), Florida Statutes, within six (6) months of the effective date of this ISBA, by adopting a policy referencing this Agreement. The County's policy shall read as follows, and shall be inserted in Article VII of the County's comprehensive plan:

Pursuant to Chapter 171, Part II, Florida Statutes, Columbia County and the City of Lake City have established an Interlocal Service Boundary Agreement (ISBA) recorded and effective on \_\_\_\_\_, relating to the Cornerstone Planning Area. The ISBA allows the City to annex properties within the Joint Planning Area identified therein that would not otherwise be eligible for annexation subject to the provisions established in the ISBA. All lands within the ISBA are subject to and have been incorporated with the Comprehensive Plan for the City of Lake City, Florida.

- c. Section 171.207, Florida Statutes, expressly authorizes a county to transfer to a municipality such county's powers over lands subject to an ISBA; and Section 171.208, Florida Statutes, expressly authorizes a municipality to exercise its powers, extraterritorially, over such lands. In accordance with Sections 163.3171(4) and 171.203(6)(f), Florida Statutes, the City's comprehensive plan, zoning, and land development regulations and fees associated therewith shall apply to, and the City shall enforce, the City's regulations on all lands subject to this Agreement as of the effective date hereof until the City annexes the land at issue, or amends its comprehensive plan with respect to those lands. Because the unincorporated area which is the subject of this Agreement is urban in character, the City and the County anticipate that the City will annex said area.

- d. The City and the County acknowledge the County comprehensive plan, zoning, and land development regulations permit public services within the JPA/MSA.
- e. Generally, and supplemental to Subparagraph 6.c, above, the City's land development processes and associated fees including, but not limited to, site plan review, permit issuance, and inspections, shall apply within the JPA/MSA and be payable to the City. Particularly, with respect to the Proposed Development, in advance of the contemplated annexation, and without the applicant-developer submitting a site plan to the County or obtaining County permits or development approvals, the City shall be responsible for administering, pursuant to the City's land development regulations, all regulatory oversight, review, and approvals of all elements, including, but not limited to, site plan review, permit issuance, and inspections of the Proposed Development.
- f. Pursuant to Section 171.204, Florida Statutes, before annexation of land not contiguous to the boundaries of an annexing municipality, a municipality shall transmit a comprehensive plan amendment applicable to the property proposed for annexation OR a municipality and county shall enter into a joint planning agreement which is adopted by the municipality and incorporated into the municipal comprehensive plan. Accordingly, in anticipation of the annexation of the area depicted on the Map, and pursuant to Section 171.204, Florida Statutes, this Agreement shall serve as the joint planning agreement and the City and the County comprehensive plans further serve to identify with respect to the area to be annexed,
  - i. the future land uses the City seeks to establish,
  - ii. the necessary public facilities and services, including transportation and school facilities and how they will be provided,
  - iii. and natural resources, including surface water and groundwater resources, and how they will be protected.

The City and the County shall reference this Agreement in their amendments to the intergovernmental coordination elements of their respective comprehensive plans in accordance with Section 171.203(9), Florida Statutes, and such reference shall fulfill the requirement of Section 171.204(2), Florida Statutes that the Joint Planning Agreement be adopted into their respective comprehensive plans.

- 7. **Public Safety and Fire Protection.** Within the MSA, the City and the County shall continue any current mutual aid agreement(s) in place, and may amend such agreement(s) from time-to-time. Notwithstanding, except as provided in such mutual aid agreements, within the MSA,
  - a. the City and the County will provide closest unit initial response to and from the MSA regardless of call type for emergency and non-emergency fire and rescue calls, and regardless of boundaries; and
  - b. with respect to law enforcement, the City shall provide primary investigative services for all non-emergency matters, and for all other matters following the initial response by

closest unit, regardless of whether the County or the City provides the initial emergency response.

For purposes of assessment of any special assessments against real property for the delivery of public services, such as, but not limited to those for fire or stormwater, where such real property is the subject of this Agreement, such assessment shall be in accordance with the jurisdictional status as either lands annexed into the City or unincorporated areas of the County. The City and the County shall from time to time prepare and approve such mutually acceptable documents, including interlocal agreements, as are necessary and proper to give effect to the provisions of this Section 7.

8. **Roads – Transfer of Jurisdiction.** Pursuant to Section 335.0415(3), Florida Statutes:

- a. The permanent transfer within the JPA/MSA of road maintenance responsibilities from the County to the City shall occur as follows:
  - i. Subject to Subparagraph 8.a.ii, those segments of roads lying entirely within the JPA/MSA, including all publicly dedicated rights of way within any development of real property within the JPA/MSA, shall be transferred to and become City roads, and shall be maintained, repaired, operated, and otherwise governed by the City as all other City streets or roads.
  - ii. Those segments of County Road 242E and County Road 242W lying within the JPA/MSA, and the infrastructure associated therewith and appurtenances thereto, including but not limited to signalization where such roads intersect SR 47, shall continue to be maintained by the County. The City and County shall at all times cooperate to facilitate the crossing of utility lines beneath 242W or 242E within the JPA/MSA as may from time to time be necessary for the expansion of utilities throughout the area.
  - iii. Road transfer includes infrastructure in the right-of-way, including, but not limited to, drainage, sidewalks and traffic control devices
  - iv. To the extent necessary to comply with any existing permit, license, or other authorization issued through any other agency to the City or County with respect to any road subject to this paragraph, the Parties shall cooperate for the transfer or re-issuance of any such permit, license, or authorization. If costs are incurred such cost shall be borne by the Party receiving the transfer or reissue.
- b. **Funding.** The City and the County will cooperatively seek and identify funding sources for capital transportation improvements within the JPA/MSA, including but not limited to improvements to major intersections with state and federal highways passing through the JPA/MSA.
- c. **Maintenance.** The City and the County may enter into maintenance agreements for certain segments of permanent County roads within the JPA/MSA. The County agrees the City shall be justly compensated for any and all maintenance responsibilities transferred to the

City through a maintenance agreement, if any.

- d. Continuing Jurisdiction. All roads over which jurisdiction is transferred to the City pursuant to this Agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement. If a road is transferred to the City, to the extent available, the County shall provide all as-builts, surveys, maintenance maps and GIS files identifying County maintenance responsibilities. Road transfers include associated roadway drainage and right-of-way infrastructure, or any structures or improvements in the right-of-way including, but not limited to, sidewalks, guardrails, signs, and multi-use trails.
9. **Solid Waste.**
    - a. Annexed properties shall remain a part of the County's solid waste collection service system until such time as the City and the County determine the City's waste hauler routes may reasonably incorporate the annexed properties into such routes, taking into account collection point density, distance between collection points, and road-distance between the closest collection points in the existing City solid waste collection service system, and the County's solid waste collection service system in the annexed area.
    - b. All City residential and commercial waste collection within the Agreement area shall be disposed at the County's designated solid waste disposal facility.
  10. **Stormwater – Transfer of Jurisdiction.** There are no stormwater improvement facilities within the JPA/MSA. For all new development in the JPA/MSA, the City will review and approve all elements of stormwater conveyance systems relating thereto, including, but not limited to, water quality, discharge volume, flow rate, storm attenuation, and flood control.
  11. **Termination of Agreement.** The City or the County may terminate this Agreement at any time upon written notice of termination to the other Party delivered no later than May 1st for any termination to be effective on December 31st of the same calendar year. A Party delivering such notice of termination may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date. Lands annexed prior to termination of any agreement, and services provided to said lands shall not be affected by the termination. Jurisdiction over any affected transportation facilities including roadways, parks, and other public facilities shall not be affected, except through a separate written agreement approved by both Parties.
  12. **Dispute Resolution.** The City and the County agree to resolve any dispute related to the interpretation or performance of this Agreement pursuant to the Florida Governmental Conflict Resolution Act set forth in Chapter 164, Florida Statutes. If the dispute resolution process set forth in Chapter 164, Florida Statutes, does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including seeking redress by initiation of a legal action in court of competent jurisdiction. This dispute

resolution procedure is intended to satisfy the requirements of Section 163.01(5)(p), Section 171.212, Florida Statutes, and Chapter 164, Florida Statutes.

13. **Notice.** All notices, consents, approvals, waivers, and elections either Party requests or gives under this Agreement shall be in writing and shall be provided by certified mail, return receipt requested, or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses set forth below or as either Party may otherwise designate in writing. In addition, copies of all such notices shall be emailed to addresses provided from time to time for the individuals holding these designated offices.

If to the County: County Manager

CC: Chair, Board of County Commissioners

CC: County Attorney

If to the City: City Manager

CC: Mayor

CC: City Attorney

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

14. **Sole Benefit.** This Agreement is solely for the benefit of the City and the County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.
15. **Authority.** The City and the County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The City and the County hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.
16. **Enforcement.** This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms, covenants, or conditions; nor shall any waiver or relinquishment of any right or power

hereunder be deemed to be a waiver or relinquishment of such right or power at any other time.

17. **Defense.** If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.
18. **Amendments.** Amendments to the Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and the County.
19. **Supremacy.** The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement. Except as otherwise provided by this Agreement or by law, in the event the terms of this Agreement conflict with previous agreements between the Parties, the terms of this Agreement shall control; provided, however, all other terms of existing agreements remain in full force and effect.
20. **Entire Understanding.** Except as otherwise specifically set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement. The City and the County further acknowledge each participated in drafting this Agreement, and in the event of a dispute regarding the Agreement, it shall not be construed by a court of competent jurisdiction or other tribunal more or less favorably on behalf of either Party on the basis of a claim a Party did not participate in drafting the Agreement or any part thereof.
21. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Columbia County, Florida. Federal Jurisdiction and venue, if applicable, shall only be in the Middle District of Florida, Jacksonville Division. If circumstances arise which cause a conflict between this paragraph and Paragraph 12 ("Dispute Resolution") Paragraph 12 shall control.
22. **Severability.** Any invalid or unenforceable term or provision of this Agreement regardless of situation or jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof, or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

- 
23. **Compliance with Chapter 171, Part II, Florida Statutes.** The Parties agree this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes. The Parties intend for this Agreement to be broadly construed to effectuate the purposes and provisions set forth herein, specifically those provisions providing for the transfer of powers over lands within the JPA/MSA by the City and the County; and the authority by the City to exercise powers extraterritorially over said lands, including, but not necessarily limited to, the application and enforcement of the City's code of ordinances and land development regulations.
24. **Amendment of Intergovernmental Coordination Element of Comprehensive Plans.** Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months following the effective date of this Agreement, shall amend their respective Intergovernmental Coordination Elements of their adopted comprehensive plans to establish consistency and compliance with this Agreement.
25. **Adoption by County.** The County shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 125.66, Florida Statutes.
26. **Adoption by City.** The City shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 166.041, Florida Statutes.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]  
[SIGNATURE PAGES FOLLOW]

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**DULY EXECUTED BY AND ON BEHALF OF THE CITY OF LAKE CITY, FLORIDA**, a municipality, on the date first set forth above.

**BY THE MAYOR OF THE CITY OF  
LAKE CITY, FLORIDA**

\_\_\_\_\_  
Noah E. Walker, Mayor

**ATTEST, BY THE CLERK OF THE CITY  
COUNCIL OF THE CITY OF LAKE  
CITY, FLORIDA:**

\_\_\_\_\_  
Audrey E. Sikes, City Clerk

**APPROVED AS TO FORM AND  
LEGALITY:**

\_\_\_\_\_  
Clay Martin, City Attorney

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of physical presence on this \_\_\_\_ day of **December, 2025**, by **Noah E. Walker**, as Mayor of the City of Lake City, Florida on behalf of **THE CITY OF LAKE CITY, FLORIDA**, a Florida municipality, who is personally known to me.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_



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**DULY EXECUTED BY AND ON BEHALF OF COLUMBIA COUNTY, FLORIDA**, a subdivision of the **STATE OF FLORIDA**, on the date first set forth above.

**BOARD OF COUNTY COMMISSIONERS  
COLUMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST, BY THE CLERK OF COURT  
OF COLUMBIA COUNTY, FLORIDA:**

\_\_\_\_\_  
James M. Swisher, Jr., Clerk of Court

**APPROVED AS TO FORM AND  
LEGALITY:**

\_\_\_\_\_  
Joel F. Foreman, County Attorney

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of physical presence on this \_\_\_\_ day of **December, 2025**, by \_\_\_\_\_, as Chairman of the Board of County Commissioners of Columbia County, Florida on behalf of **COLUMBIA COUNTY, FLORIDA**, a subdivision of the State of Florida, who is personally known to me.

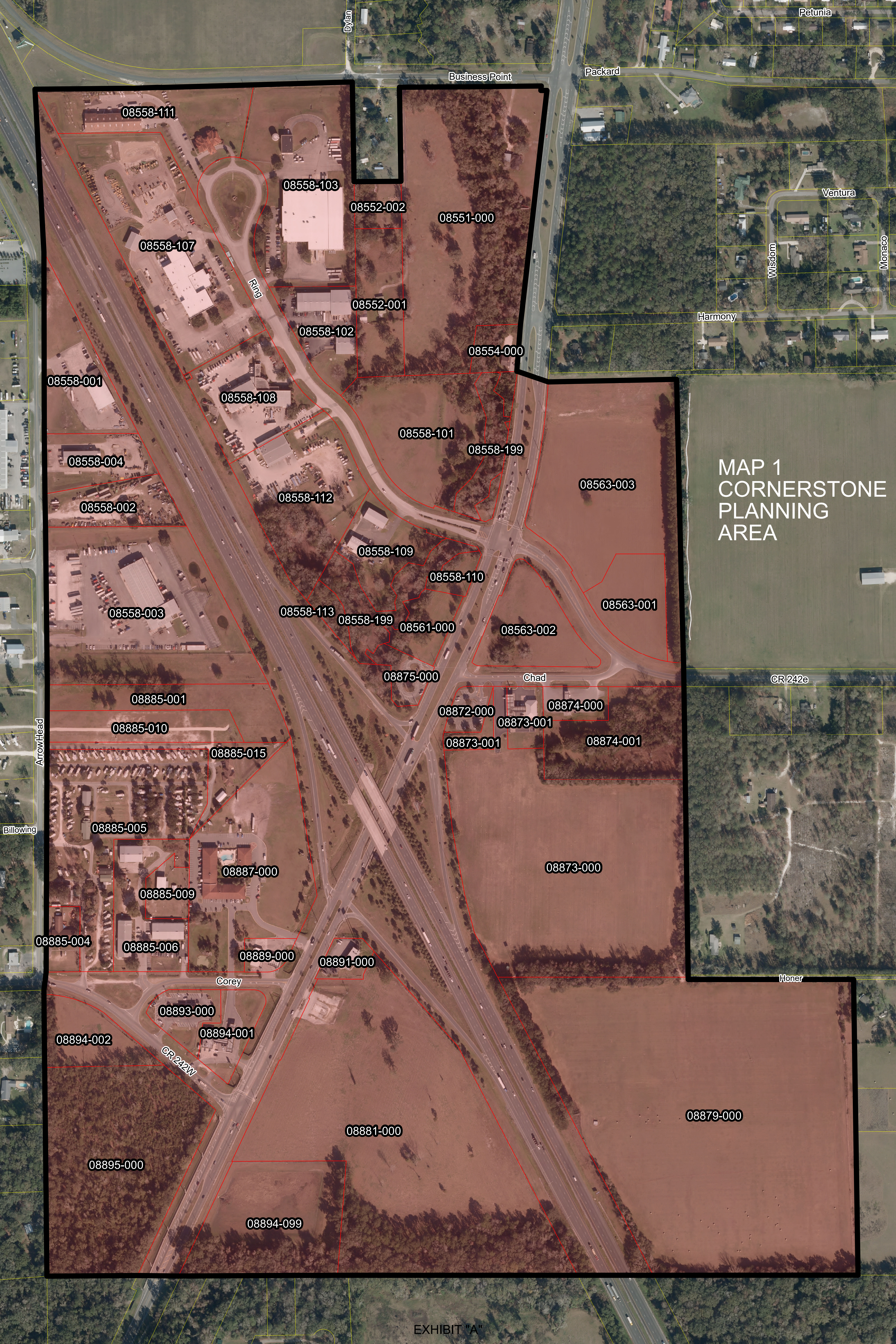
\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public

State of Florida at Large

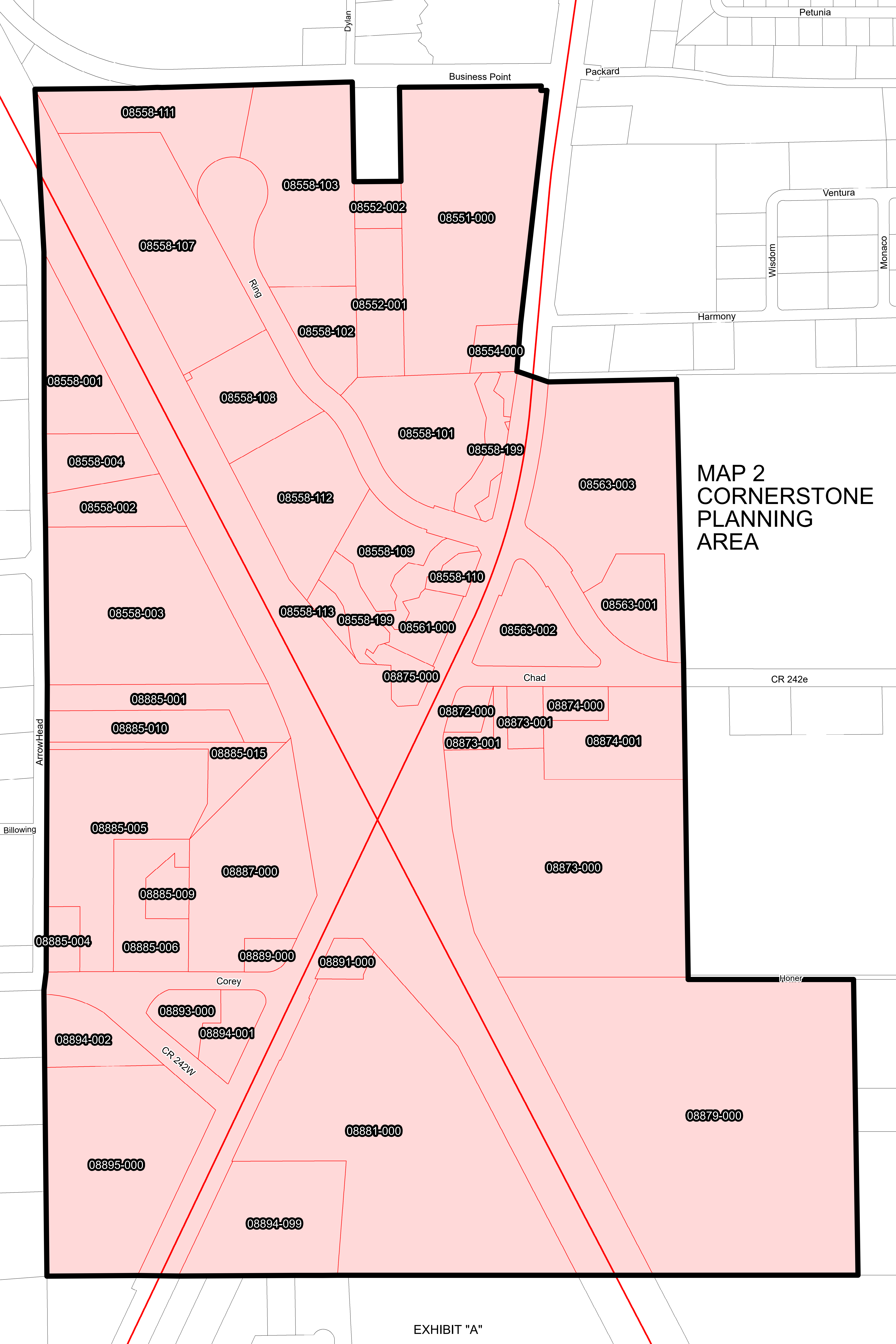
My Commission Expires: \_\_\_\_\_





MAP 1  
CORNERSTONE  
PLANNING  
AREA





**File Attachments for Item:**

9. City Council Resolution No. 2025-158 - A resolution of the City Council of the City of Lake City, Florida, adopting the mutual aid agreement with United Way of Suwannee Valley, Inc., a Florida not for profit corporation; making certain findings of fact in support of the City adopting said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; directing the Chief of Police to execute said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
12-1-25

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** New Memorandum of Agreement (MOU) between  
Lake City Police Department and United Way of Suwannee Valley

**DEPT / OFFICE:** Police Department

**Originator:**

Chief of Police Gerald Butler

**City Manager**

Don Rosenthal, City Manager

**Department Director**

Gerald Butler *hcb*

**Date**

11-6-25

**Recommended Action:** Approve the Lake City Police Department (LCPD) entering into an agreement with the local United Way agency to allow each agency to assist individuals or families who are homeless or at risk of homelessness.

**Summary Explanation & Background:**

United Way desires to maintain effective collaborative efforts for the provision of services to individuals who are mutually served by each agency.

**Alternatives:**

N/A

**Source of Funds:**

N/A

**Financial Impact:**

None

**Exhibits Attached:**

Memorandum of Understanding

## Memorandum of Understanding

Between Lake City Police Department

And

**United Way of Suwannee Valley, Inc.  
Lead Agency for the Columbia, Hamilton, Lafayette & Suwannee Counties  
Continuum of Care/Homeless Coalition**

In the interest of maintaining effective collaborative efforts for the provision of services to individuals that are mutually served, the following Agreement is established:

### **A. Agreement**

The parties will conduct a periodic review of this Agreement in order to ensure that the provisions are current. The parties may revise this Agreement at any time by mutual consent.

### **B. Target Population**

Individuals or families which are homeless or at risk of homelessness.

### **C. Responsibilities**

(Agency) Lake City Police Department agrees to:

- Maintain membership and ongoing participation in the Continuum of Care/ Homeless Coalition, including applicable committees
- Share information about resources or programs to assist persons who are homeless or at risk of homelessness
- Exchange client-related information with appropriate authorization in order to ensure client/client family services
- Refer clients to UWSV who are at risk of homelessness
- Refer clients who are literally homeless to the UWSV coordinate entry coordinator
- Offer training to United Way of Suwannee Valley staff.

United Way of Suwannee Valley Inc. agrees to:

- Provide information to (Agency) Lake City Police Department staff about available services through UWSV including eligibility guidelines
- Share information about resources that are available to assist our mutual clients
- Respond to referrals received from (Agency) Lake City Police Department by providing assistance, depending on program eligibility and to the extent provided for based upon funding sources available and their defined levels of assistance as well as United Way's written standards for such programs

- Direct referrals from(Agency) Lake City Police Department into United Way of Suwannee Valley's Coordinated Entry process
- Maintain and distribute to clients(Agency) Lake City Police Department informational brochure on United Way of Suwannee Valley Programs.
- Refer appropriately assessed clients to(Agency) Lake City Police Department for services.

This agreement shall take effect on 11-01-2025.

*Jennifer Anchors*

Signature of United Way Representative

Signature of Agency Representative

Executive Director

Title

Title

## **RESOLUTION NO 2025 – 158**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING THE MUTUAL AID AGREEMENT WITH UNITED WAY OF SUWANNEE VALLEY, INC., A FLORIDA NOT FOR PROFIT CORPORATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ADOPTING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE CHIEF OF POLICE TO EXECUTE SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (the “City”) Police Department (the “Police Department”) desires to enter into a mutual aid agreement with the United Way of Suwannee Valley, Inc., a Florida not for profit corporation (the “Agency”) to assist individuals or families who are homeless or at risk of homelessness; and

**WHEREAS**, the Police Department and the Agency desire to effectively collaborate in their respective efforts to provide services to individuals mutually served by each agency by adopting the attached Memorandum of Understanding and associated Florida-Specific Rider attached thereto (collectively, the “Agreement”); and

**WHEREAS**, the City Council finds adopting the Agreement is in the public or community interest and for public welfare pursuant to and in accordance with the terms and conditions of the Agreement; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Adopting the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
4. The Chief of Police of the City of Lake City is authorized and directed to execute the Agreement; and



- 
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of December, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**FLORIDA-SPECIFIC  
COMPLIANCE RIDER**

**THIS FLORIDA-SPECIFIC COMPLIANCE RIDER** ("Rider") is made as of this \_\_\_\_ day of December, 2025 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and United Way of the Suwannee Valley, Inc., a Florida not for profit corporation ("Contractor") (individually, each a "Party," and collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the City and Contractor mutually desire to enter into that certain Memorandum of Understanding having an effective date of November 1, 2025 (the "Procurement Document") to collaborate in the delivery of services to the homeless; and

**WHEREAS**, Contractor represents it has the experience and expertise to perform the obligations set forth in this Rider; now, therefore,

**IN CONSIDERATION** of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:
  - a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
  - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Rider and following completion of this Rider if Contractor does not transfer the records to the City.
  - d. Upon completion of this Rider, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Rider, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Rider, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the City's Custodian of Public Records at:**

**Audrey E. Sikes, City Clerk,  
City of Lake City Custodian of Public Records  
at 386-719-5756 or SikesA@lcfla.com**

**Mailing Address  
205 North Marion Avenue  
Lake City, Florida 32055.**

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

in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider the day and year first written.

UNITED WAY OF THE SUWANNEE VALLEY,  
INC., A FLORIDA NOT FOR PROFIT  
CORPORATION

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

By Jennifer Anchors, its Executive Director

Noah Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY  
COMMISSION OF THE CITY OF LAKE CITY,  
FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

ACKNOWLEDGED BY THE CHIEF OF POLICE OF  
THE CITY OF LAKE CITY:

Gerald Butler, Chief of Police

## Memorandum of Understanding

Between Lake City Police Department

And

**United Way of Suwannee Valley, Inc.  
Lead Agency for the Columbia, Hamilton, Lafayette & Suwannee Counties  
Continuum of Care/Homeless Coalition**

In the interest of maintaining effective collaborative efforts for the provision of services to individuals that are mutually served, the following Agreement is established:

### A. Agreement

The parties will conduct a periodic review of this Agreement in order to ensure that the provisions are current. The parties may revise this Agreement at any time by mutual consent.

### B. Target Population

Individuals or families which are homeless or at risk of homelessness.

### C. Responsibilities

(Agency) Lake City Police Department agrees to:

- Maintain membership and ongoing participation in the Continuum of Care/ Homeless Coalition, including applicable committees
- Share information about resources or programs to assist persons who are homeless or at risk of homelessness
- Exchange client-related information with appropriate authorization in order to ensure client/client family services
- Refer clients to UWSV who are at risk of homelessness
- Refer clients who are literally homeless to the UWSV coordinate entry coordinator
- Offer training to United Way of Suwannee Valley staff.

United Way of Suwannee Valley Inc. agrees to:

- Provide information to (Agency) Lake City Police Department staff about available services through UWSV including eligibility guidelines
- Share information about resources that are available to assist our mutual clients
- Respond to referrals received from (Agency) Lake City Police Department by providing assistance, depending on program eligibility and to the extent provided for based upon funding sources available and their defined levels of assistance as well as United Way's written standards for such programs

- Direct referrals from(Agency) Lake City Police Department into United Way of Suwannee Valley's Coordinated Entry process
- Maintain and distribute to clients(Agency) Lake City Police Department informational brochure on United Way of Suwannee Valley Programs.
- Refer appropriately assessed clients to(Agency) Lake City Police Department for services.

This agreement shall take effect on 11-01-2025.

*Jennifer Anchors*

Signature of United Way Representative

Signature of Agency Representative

Executive Director

Title

Title

**File Attachments for Item:**

10. City Council Resolution No. 2025-166 - A resolution of the City of Lake City, Florida, complying with Section 164.1057, Florida Statutes; approving that certain resolution of Chapter 164, Conflict Resolution between Lake Shore Hospital Authority and the City of Lake City, Florida; making certain findings of fact in support of the City approving said agreement; repealing all prior resolutions in conflict; and providing and effective date.

## **RESOLUTION NO 2025 - 166**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA COMPLYING WITH SECTION 164.1057, FLORIDA STATUTES; APPROVING THAT CERTAIN RESOLUTION OF CHAPTER 164, CONFLICT RESOLUTION BETWEEN LAKE SHORE HOSPITAL AUTHORITY AND THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on January 13, 2025, the Lake Shore Hospital Authority (the “Authority”) and the City of Lake City, Florida (the “City”), officially engaged in the Conflict Resolution Process pursuant to Chapter 164, Florida Statutes, to negotiate a solution to the conflict over whether certain real property commonly identified as Lake Shore Hospital which is situated on tax parcel 11789-000 on the 2025 Columbia County tax roll (collectively, the “Property”) is a legal non-conforming use under the City’s comprehensive plan and land development regulations (“Conflict”); and

**WHEREAS**, on March 12, 2025, representatives of the Authority and the City held an initial conflict assessment meeting pursuant to Section 164.1053(1), Florida Statutes to discuss the issues pertaining to the conflict and an assessment of the Conflict from the perspective of each governmental entity; and

**WHEREAS**, following the initial conflict assessment meeting, the representatives of the Authority and the City continued to confer to reach a resolution to the Conflict and avoid further cost and inconvenience to all concerned; and

**WHEREAS**, during the course of the conferences between the City and the Authority to resolve the Conflict, the Authority substantially negotiated a contract, including exhibits thereto, with Meridian Behavioral Healthcare, Inc., a Florida not-for-profit corporation (“Meridian”), to convey the Property to Meridian for certain uses, limitations, and requirements related to the delivery of behavioral health services in a hospital setting (the



“Conveyance Agreement”) reflecting the contemplated usages of the Property, which form of Conveyance Agreement may be modified by Meridian and the Authority prior to execution, provided there are no material modifications to Exhibit B(II) or B(III) or Exhibit C, or the applicability thereof, said Conveyance Agreement being attached to this Resolution as Exhibit “A”; and

**WHEREAS**, as a result of the conferences between the City and the Authority, the City’s Land Development Regulation Administrator (the “Administrator”) was called upon to render interpretations of the City’s Land Development Regulations, such interpretations being embodied in the Land Use Rights Determination and Certification of Land Development Regulation Compliance letter (the “Administrator’s Letter”) attached hereto as Exhibit “B”; and

**WHEREAS**, the City and the Authority desire to resolve the Conflict pursuant to the collective details and provisions of the Conveyance Agreement and the Administrator’s Letter; and

**WHEREAS**, pursuant to Section 164.1053(2), Florida Statutes and Section 164.1057, Florida Statutes, the representatives of the Authority and City involved in the conflict assessment meeting propose resolution to the Conflict based upon the findings and commitments itemized in the Exhibits attached hereto; and

**WHEREAS**, resolving the Conflict by giving effect to the Exhibits attached hereto is in the public and community interest and serves the public welfare; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Resolving the Conflict by giving effect to the Exhibits attached hereto is in the public and community interest and serves the public welfare; and
2. The Administrator is charged with interpreting and enforcing the City’s LDRs when questions of interpretation and enforcement are presented; and
3. In furtherance of resolving the Conflict, upon the Authority’s adoption of a resolution

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of substantially similar substance as the instant resolution, the Administrator shall transmit to the Authority a fully executed Administrator's Letter; and

4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
5. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of \_\_\_\_, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

## **AGREEMENT FOR THE CONVEYANCE OF REAL PROPERTY**

**LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY, FLORIDA, a corporate body politic of the State of Florida (“Seller”), hereby agrees to convey to MERIDIAN BEHAVIORAL HEALTHCARE, INC., a Florida not-for-profit corporation, (“Purchaser”), and Purchaser hereby agrees to acquire that certain tract or parcel of real property located in Columbia County, Florida being generally described as follows:**

Those certain tracts or parcels of land as shown on **Exhibit A** attached hereto and incorporated by reference herein, together with (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, and fixtures, if any, situated thereon, (iii) all permits, approvals, authorizations, and licenses relating to or affecting any such property which Purchaser approves, but only to the extent applicable to the Property, (iv) all right, title, and interest of Seller in any street, road, alley, or avenue adjoining such property to the center line thereof, (v) all of Seller’s right, title, and interest in any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting such property, and (vi) all riparian and other water rights relating to such property and all right, title, or interest of Seller in any body of water situated on, under, or adjacent to such property (hereinafter sometimes collectively referred to as the “Property”).

This Agreement for the Conveyance of Real Property (the “Agreement”) is executed upon the following terms and conditions:

1. **Consideration.**

(a) The Parties understand and acknowledge that there are buildings and improvements on the Property that were previously utilized for hospital facilities, but which have been vacant for several years and will require certain rehabilitation and improvements to be utilized by Purchaser for the purposes set forth herein. The consideration to Seller for conveyance of the Property by Seller to Purchaser shall be the agreement of Purchaser to rehabilitate and improve the buildings and improvements on the Property (the “Buildings”) and to utilize the Buildings and Property to operate Healthcare programs (the “Programs”) on the Property as set forth in attached **Exhibit B**.

(b) As further consideration to Seller for the conveyance of the Property to Purchaser, Purchaser agrees to accept title to the Property subject to the deed restrictions, use requirements, and reverter clause set forth in attached **Exhibit C**.

2. **Boundary Survey.** Purchaser shall, at its expense, cause a boundary survey (the “Survey”) of the Property to be prepared within sixty (60) days after the date of this Agreement. The Survey shall be currently dated; shall show, among other things, the location on the Property of all improvements, fences, evidences of abandoned fences, easements, roads, and rights-of-way; shall identify all roads, easements, and rights-of-way, and in the case of those created by recorded

instruments, shall give the recording information for such instruments; shall show thereon a legal description of the boundaries of the Property by metes and bounds or other appropriate legal description; and shall include the number of gross acres and/or square feet within the Property. The surveyor who prepares the Survey shall certify it to Seller, Purchaser, the Title Company, and Dinsmore & Shohl, LLP. Any matters revealed by the survey shall be considered title objections and treated pursuant to the provisions of Section 4 below.

3. Title Report. Within twenty (20) days after the date of this Agreement, Purchaser, at Purchaser's sole cost and expense, shall cause a title company selected by Purchaser (the "Title Company") to issue a title insurance commitment ("Title Commitment") covering the Property and any easements (such as access, off site drainage, or retention easements) required for the development of the Property in the reasonable opinion of Purchaser. The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Property which would appear in an owner's policy of title insurance if issued.

4. Review of Survey and Title Report. Purchaser shall have a period of thirty (30) days after receipt of the last of the Survey and the Title Commitment and the documents referred to therein as conditions, exceptions, or reservations to title to the Property (but in no event longer than the Feasibility Period described in Section 7 below), to review such items, and to deliver in writing such objections as Purchaser may have to anything contained or set forth in the documents or in the Title Commitment. If no written objections are delivered by Purchaser to Seller within said period, the Title Commitment shall be deemed to be approved by Purchaser. Any such items to which Purchaser does not object in its written notice to Seller within such period may appear as exceptions in the owner's policy of title insurance and in the special warranty deed described in Section 9(a)(i). If, in the opinion of Purchaser, there are defects in the title or survey which render title unmarketable or uninsurable, Purchaser shall use its good faith efforts to cure such defects and Seller shall provide reasonable cooperation to Purchaser in Purchaser's efforts to cure such title defects. Seller shall satisfy any liens on the Property which can be cleared by the payment of money, other than liens created by Purchaser. If Purchaser, with the cooperation of Seller, is unable to cure any other defects after exercising commercially reasonable efforts, then either (i) Purchaser may accept title as it appears with such defects, or (ii) Purchaser may terminate this Agreement by giving written notice to Seller within ten (10) days of Seller's election not to cure said defects. If, by giving written notice as provided in this paragraph, Purchaser elects to terminate this Agreement, Purchaser shall have as its sole remedy the termination of this Agreement and all rights and obligations of the parties hereunder shall terminate and be null and void.

It shall be a condition to Purchaser's obligation to proceed with Closing that between the expiration of the Feasibility Period and the date of Closing, no new survey or title matter not approved or deemed approved by Purchaser pursuant to this Section 4 shall have arisen and which materially adversely affects the title to the Property or the use thereof, unless the same is either (i) caused by or through the acts or omissions of Purchaser or its agents, invitees, or contractors, (ii) discharged or endorsed over to Purchaser's reasonable satisfaction in Purchaser's title policy at Closing; or (iii) consented to or agreed to by Purchaser in writing pursuant to the terms of this Agreement. Purchaser shall notify Seller within ten (10) days after Purchaser becomes aware of

any such new title or survey matter to which Purchaser objects, and if Purchaser does not notify Seller of any objection within such ten (10) day period, Purchaser shall be deemed to have waived any such objection and shall proceed to Closing. If Purchaser properly and timely notifies Seller of any new title or survey matter to which Purchaser objects, then Purchaser shall use its commercially reasonable efforts to cure such defects. If Purchaser is unable or elects not to cure such objection, then Purchaser's sole rights shall be to either terminate this Agreement prior to Closing or waive the objection and proceed to Closing without reduction in the Purchase Price.

5. Seller's Warranties and Representations. Seller warrants and represents to Purchaser, to the best of its actual knowledge, the following:

(a) The parties executing this Agreement and the documents described herein on behalf of Seller have, and at the time of execution of such documents, shall have, the authority to bind Seller in accordance with the terms hereof and of such documents;

(b) The execution, delivery, and performance by Seller of the terms of this Agreement has been duly authorized by all necessary action and does not conflict with any agreement to which Seller is bound or is a party, or require the consent of any party, or constitute a breach of any law, regulation, order, judgment, writ, injunction, or decree of any court or governmental instrumentality;

(c) With respect to Seller's entry into this Agreement, performance of this Agreement, and conveyance of the Property to Purchaser as provided for herein, Seller has fully complied with all obligations and requirements of all applicable statutes, laws, rules, and regulations, including, without limitation Chapter 2005-315, Laws of Florida, and Florida Statutes Section 155.40, to the extent applicable.

(d) There are no judgments outstanding against Seller or petitions, suits, claims, causes of actions, or moratoria or any other proceedings pending or to Seller's knowledge threatened against Seller before any court or other governmental, administrative, regulatory, adjudicatory, or arbitral body of any kind, which if decided adversely to the Seller would adversely affect Seller's ability to perform the obligations of this Agreement;

(e) There are no adverse or other parties in possession of the Property, or of any part thereof, other than Seller; and no party has been granted any license, lease, or other right relating to the use or possession of the Property, or any part thereon;

(f) To the best knowledge and belief of Seller, no facts or conditions currently exist which could result in the termination of the current access from the Property to any presently existing highway and roads adjoining or situated on the Property, or to any existing sewer or other utility facilities servicing, adjoining, or situated on the Property;

(g) The Property is currently zoned to permit the uses of the Property described on attached Exhibit B pursuant to the zoning regulations of Columbia County, Florida and the City of Lake City, Florida. Seller has no knowledge of any pending or contemplated change in the status of the zoning of the Property, nor of any pending or contemplated special assessments relating to or binding on the Property;

(h) There is no pending, or to the best knowledge and belief of Seller, threatened litigation or governmental action which could adversely affect the right of Seller to sell the Property or have a materially adverse effect on the title to the Property;

(i) Seller has received no notice from any governmental authority of the existence of any violation or potential violation of any environmental statute, rule, or regulation with respect to the Property, and to the best of Seller's information, knowledge and belief, no grounds exist therefore;

(j) The parties executing this Agreement and the documents described herein on behalf of Seller have, and at the time of execution of such documents, shall have, the authority to bind Seller in accordance with the terms hereof and of such documents. Seller is a non-foreign entity and will sign an affidavit to that effect at closing; as well as such other closing documents (including without limitation an owner's affidavit) in form and substance as Purchaser shall reasonably require to consummate the closing contemplated herein;

(k) Seller has made no commitments to any governmental authority, utility company, school board, church, or other religious body or any property or homeowner's association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property, except as specifically set forth herein; and

(l) Seller has no knowledge of any archeological, anthropological, or historical finds, or sites or any endangered or threatened species in, on or about the Property.

6. Purchaser's Representations and Warranties. Purchaser warrants and represents to Seller the following:

(a) The parties executing this Agreement and the documents described herein on behalf of Purchaser have, and at the time of execution of such documents, shall have, the authority to bind Purchaser in accordance with the terms hereof and of such documents;

(b) The execution, delivery, and performance by Purchaser of the terms of this Agreement has been duly authorized by all necessary action and does not conflict with any agreement to which Purchaser is bound or is a party, or require the consent of any party, or constitute a breach of any law, regulation, order, judgment, writ, injunction, or decree of any court or governmental instrumentality; and

(c) There are no judgments outstanding against Purchaser or petitions, suits, claims, causes of actions, or moratoria or any other proceedings pending or threatened against Purchaser before any court or other governmental, administrative, regulatory, adjudicatory, or arbitral body of any kind, which if decided adversely to the Purchaser would adversely affect Purchaser's ability to perform the obligations of the Agreement.

7. Purchaser's Investigation. It is understood that as of the date of this Agreement Purchaser has not made a sufficient examination of the conditions and requirements involved in the proposed ownership and potential development of the Property to determine whether such development is economically feasible. Seller and Purchaser agree that Purchaser will proceed with an evaluation of the Property and an evaluation of the economic feasibility of proceeding with its use and development. From and after the date hereof during the term of this Agreement, Purchaser and its agents and representatives shall be entitled to enter upon the Property for inspection, soil tests, examination, land use planning, and such other matters and investigations as Purchaser deems necessary and appropriate in Purchaser's sole judgment, all at Purchaser's sole cost and expense. Purchaser will coordinate its activities with the designated representative of Seller. Purchaser agrees that it will be covered by not less than \$1,000,000 commercial general liability insurance, insuring all activity and conduct of such person while exercising such right of access, issued by a licensed insurance company qualified to do business in the State in which the Property is located and otherwise reasonably acceptable to Seller. Purchaser will seek to add Seller as an additional insured on its liability insurance policy. Purchaser hereby covenants and agrees to indemnify and hold harmless the Seller from any and all loss, liability, costs, claims, demands, damages, actions, causes of action, and suits arising out of or in any manner related to the exercise by Purchaser of Purchaser's right of entry under this Section 7, except to the extent that any such loss, liability, costs, claims, demands, damages, actions, causes of action, or suits relate solely to the discovery of a pre-existing condition on the Property or are caused by the Seller's gross negligence or willful misconduct. The foregoing indemnity shall survive the closing of this transaction or any termination of this Agreement.

Notwithstanding any other provision of this Agreement, Purchaser shall have sixty (60) days from the Effective Date of this Agreement (as defined below) to review and examine the Property and the cost of development (the "Feasibility Period"). At any time prior to the expiration of the Feasibility Period, Purchaser may terminate this Agreement if, in its sole discretion, Purchaser determines that the Property or its development is not acceptable to Purchaser. Purchaser may terminate this Agreement by delivering written notice thereof to Seller within the time period provided, whereupon neither party shall have any further obligation or liability to the other under this Agreement except for those provisions which specifically survive the termination of this Agreement.

Within five (5) days from the Effective Date of this Agreement, Seller shall provide Purchaser with copies of any surveys, environmental audits, engineering studies, plats, site plans, development plans, and other similar documents, if any, in Seller's possession, custody, or control which will aid Purchaser in its investigation of the Property.

8. Conditions Precedent.

(a) The obligation of Purchaser under this Agreement to purchase the Property is subject to the fulfillment or waiver by Purchaser of the following:

(i) delivery by Seller of a special warranty deed duly executed and acknowledged conveying title to the Property to Purchaser and a bill of sale conveying the personal property to Purchaser all in a form reasonably acceptable to Purchaser;

(ii) Purchaser shall have approved the status of title to the Property in accordance with Section 4 and the Title Company shall be in a position to issue the Owner's Title Insurance Policy;

(iii) the representations and warranties of Seller set forth in Section 5 shall be true and correct as of the Closing Date and Seller shall sign a certificate to that effect at Closing;

(iv) Purchaser shall have approved the Property based upon its inspection and investigation pursuant to Section 7 hereof, provided that the matters set forth in Section 7 will be waived unless objected to within the Feasibility Period set forth in Section 7; and

(vi) execution by Seller of such documents as are reasonably required by Purchaser or its counsel to properly consummate this closing.

(b) The obligation of Seller under this Agreement to sell the Property is subject to the fulfillment or waiver by Seller of the following:

(i) the representations and warranties of Purchaser set forth in Section 6 shall be true and correct as of the Closing Date and Purchaser shall sign a certificate to that effect at Closing; and

(ii) execution by Purchaser of such documents as are reasonably required by Seller or its counsel to properly consummate this Closing.

9. Time, Place, and Expenses of Closing.

(a) The closing hereunder shall take place within fifteen (15) days after the expiration of the Feasibility Period as described in Section 7 above, as the same may be extended, in the offices of Seller at 259 NE Franklin Street, Suite 102, Lake City, Florida 32055, or at such other place as may be designated by the parties in writing, provided that the Seller may extend the Closing Date for a reasonable period as necessary to comply with the Seller's meeting requirements. The date of closing is referred to herein as the "Closing Date".

(b) Purchaser shall pay for the cost to record curative instruments, the cost of issuing the owner's title policy including the premium therefor, and the documentary stamps on the deed. Purchaser shall pay to record the deed and for all expenses related to any mortgage or other financing obtained by Purchaser. Except as otherwise specifically provided in this Agreement, all other costs, fees, and expenses in connection with the transaction contemplated by this Agreement, other than the legal fees of each party's counsel in negotiating, preparing, and closing this Agreement which shall be paid by each respective party, shall be prorated in accordance with the accepted custom in Columbia County, Florida.



(c) Both parties agree to execute and deliver at closing such other documents and certificates as may be reasonably required by the parties' counsel to properly consummate this transaction.

10. Termination; Default; Remedies.

(a) In the event this Agreement is terminated pursuant to the terms hereof, the parties shall have no further obligations one to the other.

(b) If Seller shall fail to consummate this Agreement for any reason except Purchaser's default or the termination of this Agreement pursuant to this Agreement, Purchaser may enforce specific performance of this Agreement.

(c) If Purchaser fails to consummate the purchase of the Property pursuant to this Agreement, unless Purchaser has terminated this Agreement pursuant to the provisions of this Agreement, Seller shall be entitled to terminate this Agreement and the parties hereto will have no further rights duties or obligations to the other as a result of this Agreement. Seller hereby waives all other remedies, including specific performance.

(d) In the event of a default hereunder, except for a failure to close on the Closing Date for which there is no notice and cure period, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall use its best efforts to cure the default. Each party agrees to reasonably cooperate with the other to cure any default within the aforesaid cure period.

11. Risk of Loss. All risk of casualty loss or of condemnation of the Property or any improvements thereon, and the loss therefrom, prior to the Closing is assumed by Seller. In the event of any material casualty loss or condemnation that adversely affects Purchaser's proposed use of the Property, Purchaser may, at its option, to be exercised within thirty (30) days after receipt of notice of such casualty loss or condemnation, elect to either (i) terminate this Agreement by written notice to Seller and this Agreement shall thereafter be null and void, except for any obligations of Purchaser that expressly survive such termination, or (ii) close the transaction in which case Purchaser shall be entitled to all insurance or condemnation proceeds, other than those proceeds available to Seller for business and relocation damages which do not diminish the award for the value of the Property. In the event that Purchaser fails to give timely written notice of its election in the immediately preceding sentence, Purchaser shall be deemed to have elected option (i).

12. Notices. All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, when received, if delivered in person or by electronic mail, or whether actually received or not one (1) business day after the deposit thereof with a nationally recognized overnight carrier addressed to the parties at the following addresses:

**Seller:**  
Lake Shore Hospital Authority  
259 NE Franklin Street, Suite 102

Lake City, FL 32055  
Attn: Dale Williams, Executive Director  
Email: dale@lakeshoreha.org

**With a copy to:**

Todd Kennon, Esq.  
Robinson, Kennon & Kendron  
582 West Duval Street  
Lake City, FL 32055  
Email: tjk@rkkattorneys.com

**Purchaser:**

Meridian Behavioral Healthcare, Inc.  
4300 SW 13<sup>th</sup> Street  
Gainesville, Florida 32608-4006  
Attn: Lauren Cohn  
Email: lauren\_cohn@MBHCI.org

**With a copy to:**

Thomas R. Harbert, Esq.  
Dinsmore & Shohl, LLP  
225 E. Robinson Street, Suite 600  
Orlando, Florida 32801  
Email: Thomas.Harbert@dinsmore.com

13. Complete Agreement. This Agreement embodies the complete agreement between the parties hereto and cannot be varied or terminated except by the written agreement of the parties.

14. Expiration. This Agreement shall be of no force or effect unless it is executed by duly authorized representatives of both Purchaser and Seller on or before 5:00 p.m. on \_\_\_\_\_, 2025.

15. Parties Bound. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective heirs, personal representatives, successors, and assigns. Purchaser may not assign its rights under this Agreement without the prior written consent of Seller, which consent will not be unreasonably withheld; provided however, Purchaser may, prior to the closing, assign its rights and obligations under this Agreement to an affiliate of Purchaser, and may convey the Property to an affiliate provided that the assignment of this Agreement by Purchaser to an affiliate of Purchaser shall not release Purchaser from any of its rights or obligations under this Agreement nor shall it release or modify any of the provisions of Exhibits B and C to this Agreement, including without limitation the reverter clause referenced in Exhibit C. In that event, Purchaser shall provide Seller with prior written notice of such assignment to Seller and, as set forth above, Purchaser shall remain liable for all of the obligations of Purchaser under this Agreement. Seller shall have the right to assign its rights and obligations hereunder to any successor governmental entity that is the successor to Seller in the ownership of the Property

and may assign its rights to enforce the provisions of Exhibits B and C to any successor entity, including without limitation, the Board of County Commissioners of Columbia County, Florida.

16. Survival of Representations and Warranties. The representations and warranties of the parties set forth in this Agreement shall survive the Closing.

17. Commissions. Purchaser and Seller each represent, warrant, and covenant to the other that they have not entered into any agreement, incurred any obligation, or know of any facts which might result in an obligation for any party to pay a sales or brokerage commission or finder's fee for this transaction. Each party hereby indemnifies and agrees to hold the other harmless for any loss, cost, liability, or expense (including, without limitation, reasonable attorneys' fees) incurred by such party as a result of a breach of this section. For the avoidance of doubt, if any party owes a sales or brokerage commission, the party owing any such commission shall be solely responsible for payment of such commission.

18. Attorneys' Fees. In the event of any litigation between the parties to enforce any provision or right under this Agreement, each party shall bear its own costs and expenses of such litigation, expressly including, but not limited to, reasonable attorneys' fees incurred by such party in connection with the litigation, including without limitation attorneys' fees in bankruptcy court or any appellate court.

19. Time. Time is of the essence of this Agreement.

20. Dates. If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday, or legal holiday, then the final day of the period or the date of performance shall be deemed to fall on the next day which is not a Saturday, Sunday, or legal holiday.

21. Counterparts/Facsimile or Electronic Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures may be accepted as originals.

22. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Florida. Venue of any action to enforce this Agreement shall be in the appropriate State court of competent jurisdiction in Columbia County, Florida.

23. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN CONNECTION WITH ANY ACTION OR PROCEEDING INSTITUTED UNDER OR RELATING TO THIS AGREEMENT, OR ANY OTHER DOCUMENT EXECUTED PURSUANT HERETO, OR IN CONNECTION WITH ANY COUNTERCLAIM RESULTING FROM ANY SUCH ACTION OR PROCEEDING.

24. Effective Date of Agreement. The Effective Date of this Agreement for all purposes shall be the date when the last one of Seller and Purchaser has executed same.

25. Parties' Approval and Disapprovals. Each Party's right to approve or disapprove matters pursuant to the terms and provisions of this Agreement shall be in the sole discretion of such Party.

26. Radon Gas Notification. In accordance with the requirements of Florida Statutes §404.056(5) the following notice is hereby given:

“RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.”

27. Severability; No Waiver; Interpretation; Further Assurances. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter and vice versa. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments. In addition to the obligations required to be performed hereunder by Seller and Purchaser at Closing, Seller and Purchaser shall perform such other acts, and execute, acknowledge, and deliver subsequent to Closing such other instruments, documents, and other materials as the other may reasonably request in order to effectuate the consummation of the transactions contemplated herein.

28. As-Is. Purchaser is buying the Property “As-Is”.

29. Transfer of Entitlements and Development Rights. To the extent transferrable by Seller, and approved by the applicable agency to the extent such approval is required, Seller agrees to transfer, assign, and convey to Purchaser at closing, at no additional cost or expense, all of Seller's right, title, and interest, if any, in any permits, authorizations, zoning approvals, vested rights agreements, concurrency reservation agreements, impact fee agreements, impact fee credits, entitlements, concurrency reservations, zoning densities, governmental or third-party approvals, or any other similar development rights relating to the Property but only to the extent applicable to the Property (the “Development Rights”).

30. Personal Property. Seller shall convey the personal property owned by Seller located on the Property to Purchaser at Closing for no additional consideration. The Personal Property shall be conveyed, assigned, and transferred to Purchaser “As-Is”, free and clear of any and all liens claims and encumbrances, by a bill of sale in form and substance reasonably satisfactory to Purchaser. In addition, all assignable warranties relating to the Personal Property, if any, shall also be assigned to Purchaser at Closing.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESSES WHEREOF, the parties have executed this document on the dates written below.

SELLER:

**LAKE SHORE HOSPITAL  
AUTHORITY OF COLUMBIA  
COUNTY, FLORIDA**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_, 2025

PURCHASER:

**MERIDIAN BEHAVIORAL  
HEALTHCARE, INC.**

By: \_\_\_\_\_  
Print Name: Lauren Cohn  
Title: Chief Executive Officer

Date Executed: \_\_\_\_\_, 2025

## **EXHIBIT A**

***(Property)***

[Property description to be inserted]

Parcels as defined by Property Appraisers office:

00-00-00-11789-000 – Hospital Property, less and except East ½ of the parking lot north of the 2-Story Women’s Center (south of Franklin Street); the parking lot north of Franklin Street, south of Leon Street, and east of the LSHA Administration Building; and the Maintenance Building located on the NE corner of the LSHA Campus (proposed for lease to Columbia EMS)

00-00-00-11793-000 – tiny parcel north east of hospital building

00-00-00-11794-000 – other tiny parcel north east of hospital building

32-3S-17-13122-000 – parcel south east of hospital (part of hospital grounds)

32-3S-17-13123-000 – parcel with helipad, south east of hospital building

## **EXHIBIT B**

I. Purchaser shall initiate and complete the following rehabilitation and improvements to the Buildings:

- a. Conduct such work on the envelopes (roofs and walls) of the Buildings necessary for the Purchaser to obtain a Columbia County Building Department and City of Lake City, Florida Certificate of Occupancy ("CO"), if needed, and Florida Agency for Healthcare Administration ("AHCA") and Florida Department of Children and Families ("DCF") licenses (the "Licenses") necessary to operate the Programs on the Property.
- b. Conduct such work on the Buildings' systems (including without limitation HVAC, Electrical and Generators, Network and Phones, Water/Sewage, Elevators, Kitchen—Patient Food Services) necessary for the Purchaser to obtain a CO and Licenses referred to above in Section I.a above.
- c. Purchaser shall use its best efforts to complete the foregoing rehabilitation and improvements to the Buildings within three (3) years after the Closing Date, subject to Item IV below.

II. As soon as practical after receipt of the CO and required Licenses, and in accordance with the provisions of Item III below and subject to Item IV below, Purchaser shall commence operation of the following Programs on the Property:

- a. Primary Care or Federally Qualified Health Center ("FQHC") Program (either directly by Purchaser or under contract with another provider).
- b. Inpatient Crisis/Emergency Program.
- c. Crisis Stabilization Unit for Children and Adults.
- d. Inpatient Psychiatric Beds (with the number of beds subject to funding).

III. The following requirements shall apply with respect to the Property:

- a. Purchaser shall operate a twenty-four (24) hour, seven (7) days per week (24/7) security program on the Property. The security program shall be an integrated part of Purchaser's on-site team, and shall be able to assist Purchaser's staff and respond to situations on the units operated by Purchaser on the Property.
- b. Purchaser shall develop emergency response plans in conjunction with emergency response agencies, including, but not limited to, Lake City Police Department, the Lake City Fire Department, and Columbia County EMS, which plans address matters such as occupant evacuation, sheltering, lockdown, facility floor plans, known hazards and hazardous materials, and the like. The response plans will be updated annually as needed.



- c. Installation by Purchaser of at least one sallyport at the subject facility to facilitate secure patient transportation, for intake, and where necessary, for discharge or transfer.
- d. Installation of perimeter fencing of areas used by individuals receiving care by Purchaser consistent with IAHS guidelines and Florida regulatory standards for crisis stabilization units. Lakeside fencing shall be wood, painted in a non-institutional color consistent with the color of the building on the Property.
- e. At such time as Purchaser commences operation of Programs on the Property, Purchaser shall operate a twenty-four (24) hour, seven (7) days per week (24/7) program for triage and screening walk-in assessments for efficient access to care.
- f. Purchaser shall use its best efforts to provide for coordinated discharge for individuals receiving care by Purchaser, to include transportation to home or other accommodations when needed, providing for discharge planners to assist in securing placement and step down services and collaboration with caregivers and patient family members on transition plans, and to comply with all applicable court orders relating to the placement or discharge of individuals receiving care by Purchaser.
- g. To the extent authorized by 45 C.F.R. 164.512(f)(2), notify the Lake City Police Department of disclosable information for a patient who is determined by Meridian to be on an unauthorized elopement (defined as the unauthorized departure of a client from the facility) if such client is reasonably believed to be a risk to self or others, or as otherwise authorized by 45 C.F.R. 164.512(j).
- h. Prior to issuance of a CO for the facility, Meridian will retain Columbia County's emergency service and public safety radio dispatch system vendor to assess the subject facility to determine if Columbia County's emergency services and public safety radio system (LCPD/LCFD/CCFD/EMS) works within the entire facility. If not found adequate, Purchaser will coordinate with the City of Lake City, and with Columbia County, which owns the emergency services and public safety radio dispatch system the City uses, to install, with the financial assistance of the Seller, a suitable BDA/BBU (Bi-Directional Amplifier/Broad Base Unit) prior to issuance of a CO. The City of Lake City will consider financially assisting the Purchaser with this requirement.
- i. Purchaser shall not operate a State Hospital, defined as a mental health treatment facility owned and operated by the State of Florida, on the Property;
- j. Purchaser shall not operate an outpatient Medication Assisted Treatment Program on the Property;
- k. Purchaser shall not relocate to or operate on the Property the long-term Adult Residential Treatment program, or a program similar to the long-term Adult Residential Treatment program, now located at Williams Manor;
- l. Purchaser shall not relocate to or operate on the Property the traditional addictions outpatient counseling program, or a program similar to the traditional addictions outpatient

counseling program, currently housed at the Meridian Lake City Campus (439 SW Michigan Avenue, Lake City, FL); and

m. Purchaser shall not operate a Youth Residential Treatment Program on the Property.

All of the representations and conditions of this Exhibit B, Section III shall survive the closing of this transaction and shall at all times be enforceable by Seller, provided that, in the event that Seller contends that Purchaser is in violation of any of such representations and conditions, Seller shall so notify Purchaser in writing, specifying any violations of such representations and conditions, and Purchaser shall have a period of thirty (30) days to correct any such violations specified by Seller.

IV. Purchaser anticipates commencing Primary Care/FQHC operations during the period between two (2) and four (4) years after the Closing Date, and commencing the Inpatient Crisis/Emergency Program, operation of the Crisis Stabilization Unit for Children and Adults, and operation of Inpatient Psychiatric Beds during the period between two (2) and five (5) years after the Closing Date. The opening and operation of each of these Programs is contingent on available funding, including applicable Program grants.

V. The anticipated completion date of the rehabilitation and improvement of the Buildings as described above, and the commencement date of each of the foregoing Programs, is subject to modification by Purchaser in its reasonable discretion in the event that there are significant unexpected deficiencies in the Buildings that delay the completion of the rehabilitation and improvements of the Buildings. In addition, the anticipated completion date of the rehabilitation and improvement of the Buildings as described above, and the commencement date of each of the foregoing Programs, is subject to modification by Purchaser in its reasonable discretion in the event that there are circumstances beyond Purchaser's reasonable control, including, but not limited to, labor disputes; acts of God; inability to obtain labor or materials; accidents; future law, regulation, ordinance, or requirements of any governmental or regulatory agency; epidemics; pandemics; or any other event which is beyond Purchaser's reasonable control.

VI. Force Majeure. Neither Party will be responsible for any failure or delay in its performance under this Agreement if such failure or delay is the result of any of the following (each, a "**Force Majeure Event**"): labor dispute; act of God; inability to obtain labor or materials; accident; future law, regulation, ordinance, or requirement of any governmental or regulatory agency; epidemic; pandemic; or any other event which is beyond its reasonable control. Notwithstanding the foregoing, a Force Majeure Event does not include economic hardship, reduction in reimbursement, changes in market conditions, or insufficiency of funds. This Section shall not, however, release such Party from using its reasonable efforts to avoid or remove such cause and such Party shall resume performance hereunder with the utmost dispatch whenever such cause is removed. This Section shall survive termination or expiration of this Agreement.

## **EXHIBIT C**

### **DEED RESTRICTIONS AND REVERTER CLAUSE**

I. Deed Restrictions. The Deed from the Seller to the Purchaser conveying the Property will contain provisions restricting the use of the Property to behavioral health and other health care purposes, along with related and ancillary uses in support of the delivery of behavioral health and other health care, including, without limitation, administrative offices, engineering and support services, insurance services, business offices, gift shops, patient transportation facilities, dining facilities, and other similar facilities and uses typically found on health care facility campuses (“Deed Restrictions”).

II. Use Requirements. The Deed conveying the Property from Seller to Purchaser will contain provisions requiring the Programs described in Exhibit B.II to be operated on the Property within the time lines established in Exhibit B, as those time lines may be extended as provided in Exhibit B (“Use Restrictions”). The Use Restrictions shall be enforceable by Seller by action for specific performance and other applicable equitable relief.

III. Reverter Clause. The Deed conveying the Property from Seller to Purchaser will contain a reverter clause with the following provisions. In the event that the Property is used in violation of the Deed Restrictions set forth in Item I above, Seller shall provide written notice to Purchaser of the violation by Purchaser of the Deed Restrictions. Upon receipt of such written notice, Purchaser shall have one (1) year to correct the violation of the Deed Restrictions. If Purchaser fails to correct the specified violation within such one (1) year period, title to the Property shall revert to Seller and Seller shall have the right of re-entry to the Property.

IV. Duration. The duration of the Deed Restrictions, Use Requirements, and Reverter Clause set forth above shall be thirty (30) years from the Closing Date. As clarification, the Deed restrictions, use requirements, and reverter clause set forth above shall not expire in twenty-one (21) years from the date of the deed.

V. Lender Rights. In the event that the Property shall be subject to a mortgage or other security interest, the written notice to be provided by Seller to Purchaser as set forth in Item III above shall also be provided to the lender holding a mortgage or security interest in the Property, and such Lender shall have the right, but not the obligation, to cure any violation of the Deed Restrictions and Use Requirements. In the event of foreclosure of any mortgage or security interest on the Property, the lender or party acquiring the Property in such foreclosure shall have a period of one (1) year after acquiring title to the Property within which to correct the specified violation of the Deed Restrictions or Use Requirements.

VI. Assignment of Seller’s Rights. Seller shall have the right to assign its rights to enforce the Deed Restrictions and Use Requirements, and its reverter rights hereunder, to any successor governmental entity, including, without limitation, the Columbia County Board of County Commissioners or any successor or district or authority.

**ADDENDUM ONE TO AGREEMENT FOR THE  
CONVEYANCE OF REAL PROPERTY**

WHEREAS, Lake Shore Hospital Authority of Columbia County, Florida ("Seller") and Meridian Behavioral Healthcare, Inc. ("Purchaser") make this Addendum as part of this Agreement for the Conveyance of Real Property ("Agreement"); and

WHEREAS, Provided Purchaser accepts the real property described in Exhibit "A" to the Agreement after the due diligence period provided in Paragraph 7 of the Agreement, Seller has agreed to pay Purchaser the sum of \$2,322,475.39 to compensate Purchaser for repairs and renovations to the building located on the real property described in Exhibit A to the Agreement consistent with the terms and conditions of this Addendum One ("Building").

1. Seller shall reimburse Purchaser in an amount not to exceed \$2,322,425.39 for costs and materials solely related to the repairs and renovation of the Building in order for Purchaser to obtain a Certificate of Occupancy to operate consistent with the terms and conditions of the Agreement.
2. Purchaser shall provide quantifiable, measurable, and verified receipts for costs and materials incurred by Purchaser. All invoices submitted to Seller shall be certified by Purchaser as to each invoice, that the costs incurred by Purchaser or invoiced by Purchaser's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Addendum One. Purchaser shall provide payment of all submitted invoices such as cancelled/processed checks and/or bank statements.
3. Appropriate invoices submitted by Purchaser shall be approved by the Trustees and payable within forty (40) days of receipt, inspection, and approval of invoices by Seller.
4. Seller has the right to request any additional documentation from Purchaser related to any submitted invoices by Purchaser. Purchaser shall provide the requested documentation within a reasonable time after the request and the time period for payment of any invoices shall not begin until Seller receives the requested documentation.
5. Upon request, Purchaser agrees to provide progress reports to Seller in a format agreed upon by the parties.
6. Any funds paid to Purchaser pursuant to this Addendum One which are determined to have been expended by Purchaser in violation of this Addendum One or any other applicable law or regulation, shall be promptly refunded in full to Seller.
7. The Purchaser shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Addendum One, and all federal, state, and local laws and regulations applicable to the repair and renovation of the Building.

8. It is specifically agreed between the parties that this reimbursement Addendum One is not intended by any of the provisions of this Addendum One to create in the public or any member thereof, a third-party beneficiary under this Addendum One.
9. In no event shall any payment to the Purchaser constitute or be construed a waiver by Seller of any breach of covenant or any default which may then exist on the part of the Purchaser and the making of such payment by Seller, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to Seller with respect to such breach or default.
10. The Purchaser and Seller agree that the Purchaser, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of Seller as a result of this Addendum One.
11. All expenditures by Purchaser as contemplated by this Addendum One, shall be utilized solely for the repair and renovation of the Building in order to allow Purchaser to utilize the building for the mental health services contemplated by the Agreement, and shall include, but not be limited to:
  - a. Architectural Services;
  - b. Engineering Services;
  - c. Materials utilized in the Building;
  - d. Labor costs for contractors and subcontractors;
12. To the extent provided by law, Purchaser shall indemnify, defend, and hold harmless the Seller against any actions, claims or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Purchaser, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Purchaser hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Purchaser's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nothing herein shall be construed as consent by Seller to be sued by third parties in any manner arising out of this Addendum One. This indemnification shall survive the termination of this Addendum One.
13. Except as set forth specifically herein, the terms and conditions of the Agreement remain in full force and effect.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESSES WHEREOF, the parties have executed this document on the dates written below.

SELLER:

**LAKE SHORE HOSPITAL  
AUTHORITY OF COLUMBIA  
COUNTY, FLORIDA**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_, 2025

PURCHASER:

**MERIDIAN BEHAVIORAL  
HEALTHCARE, INC.**

By: \_\_\_\_\_  
Print Name: Lauren Cohn  
Title: Chief Executive Officer

Date Executed: \_\_\_\_\_, 2025





December \_\_\_\_, 2025

VIA EMAIL (TJK@RKKAttorneys.com) & HAND DELIVERY

Lake Shore Hospital Authority  
Attn: Hon. Stephen Douglas, Chairman  
c/o Todd Kennon, Esq., Board Attorney  
259 NE Franklin Street, Suite 102  
Lake City, FL 32055

Re: Lake Shore Hospital Authority  
Columbia County Tax Parcel (2025) 11789-000  
Land Use Rights Determination and Certification of Land Development Regulation  
Compliance

Dear Chairman Douglas:

I write this letter in my capacity as the City's designated Land Development Regulation Administrator (the "Administrator") by appointment of the city council pursuant to Resolution 2025-051 adopted by the city council on April 7, 2025. The role of the Administrator is established in the City's Land Development Regulations (the "LDRs") and, pertinent to the above referenced matter, the Administrator is charged with the initial interpretation and enforcement of the City's LDRs when questions of interpretation and enforcement are presented<sup>1</sup> and with responsibility to issue Certificates of Land Development Regulation Compliance.<sup>2</sup>

In the instant case, Lake Shore Hospital Authority (the "Authority") owns, maintains, and manages a facility commonly identified as Lake Shore Hospital (the "Hospital Structure"), which is situated on tax parcel 11789-000 (the "Parcel") on the 2025 Columbia County tax roll. The future land use designation for most of the Parcel is "public"<sup>3</sup>. Approximately the west

<sup>1</sup> Section 13.1, City of Lake City Land Development Regulations (2025).

<sup>2</sup> Section 13.4, City of Lake City Land Development Regulations (2025).

<sup>3</sup> A small area of tax parcel 117890-000 west of NE Methodist Terrace, has a future land use designation of Residential - Medium Density.

Reply to:

City of Lake City • Growth Management Department  
173 NW Hillsboro Street • Lake City, Florida 32055  
386-719-5754

Exhibit "B" to  
Resolution 2025-051

one-third of the Parcel is zoned “Residential Office” (“RO”), while approximately the east two-thirds of the Parcel is zoned “Residential Single Family” (“RSF-1”). Both zoning district designations are inconsistent with the “Public” future land use designation and to the extent of such inconsistency, the uses authorized by the “Public” future land use designation control.

Since 1963, a hospital has operated on the portion of the Parcel with the “Public” future land use designation and occupied substantially all or part of the Hospital Structure — sometimes under operation and management of the Authority, and at other times by lease of the Parcel to a third-party to operate and manage a hospital.

The City was recently presented with the question of whether the operation of a hospital on the Parcel is or is not a conforming use on the Parcel, and, if the latter, is such non-conforming use “grandfathered” under the LDRs. The determination concerning *use* is key to an impending conveyance of most of the Parcel, including the Hospital Structure, by the Authority to Meridian Behavioral Healthcare, Inc., a Florida not for profit corporation (“Meridian”), having at the core of its business the delivery of behavioral health services. To reach a determination concerning the nature of the proposed use, the following questions must be answered in-turn:

- a. What uses are permitted on a parcel having a “public” land use classification, pursuant to the City’s Comprehensive Plan adopted on June 3, 1991 (the “1991 Plan”)?
- b. Is a hospital a permitted use on a parcel having a “public” land use classification, pursuant to the 1991 Plan?
- c. What is the meaning of the term “hospital” under the 1991 Plan and associated land development regulations?
- d. How are public uses treated by the City’s Comprehensive Plan if such uses occur after adoption of the 1991 Plan?
- e. Is the Hospital Structure a permitted use on the Parcel pursuant to the 1991 Plan?
- f. Is the proposed use of the Hospital Structure by Meridian a permitted use on the Parcel pursuant to the 1991 Plan?
- g. Are Meridian’s intended uses for the Parcel and the Hospital Structure consistent with the 1991 Plan?

**What uses are permitted on a parcel having a “public” land use classification, pursuant to the City’s Comprehensive Plan adopted on June 3, 1991?**

The Parcel has a land use classification of “public”, as that term is used in the City’s Comprehensive Plan as adopted on June 3, 1991 (the “Adoption Date”). The 1991 Plan states,

“Lands classified as public consist of public buildings and grounds, other public facilities (including sewer systems, solid waste systems, drainage systems and potable water systems), public health systems, and educational uses.”<sup>4</sup> The 1991 Plan further provides, “Public Uses include structures or grounds used by a private institution, municipal, county (including school board), regional, state, or federal entity for a public service.”<sup>5</sup>

**Is a hospital a permitted use on a parcel having a “public” land use classification, pursuant to the 1991 Plan?**

Relevant to the present matter, within the allowable uses listed in the 1991 Plan, a hospital would be an allowable use to the extent the hospital (a) is a public building, (b) is part of a public health system, or (c) is otherwise a structure being used by a private institution, county, or state entity to render a public service. Additionally, the LDRs define “Public Buildings and Facilities” as the use of land or structures by a governmental entity for a public service purpose that includes, but is not limited to, the purposes of health systems and facilities.<sup>6</sup>

**What is the meaning of the term “hospital” under the 1991 Plan and associated land development regulations?**

The term “hospital” is not defined in either the 1991 Plan, or its associated land development regulations. Pursuant to the LDRs, the Administrator is charged with interpreting the LDRs.<sup>7</sup> After diligent research it is the determination of this authority that the term be interpreted in its broadest and most generic form. Accordingly, “hospital” is interpreted as an institution or establishment, either public or private, free and/or paying, general or special with respect to the diseases treated, for the care of the sick or wounded, or of those who require medical treatment.<sup>8</sup> General, non-medical services not defined by medical need and services provided are not medical in nature are not generally recognized as services rendered by a hospital, as defined by the City. Furthermore, services not for the care of the presently sick, wounded, or affirmed for such conditions, and/or generally preventative services, regardless of whether medical in nature, are not generally recognized as services provided by a hospital, as defined by the City.

<sup>4</sup> Policy I.1.2, City of Lake City Comprehensive Plan (June 3, 1991).

<sup>5</sup> Policy I.1.6, City of Lake City Comprehensive Plan (June 3, 1991).

<sup>6</sup> Definitions, “Public Buildings and Facilities”, City of Lake City Land Development Regulations (2025).

<sup>7</sup> Section 13.1, City of Lake City Land Development Regulations (2025).

<sup>8</sup> Oxford English Dictionary – Online Edition, www.oed.com (2025).

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**How are public uses treated by the City's Comprehensive Plan if such uses occur after adoption of the 1991 Plan?**

Public uses occurring after the adoption of the 1991 Plan are permitted by Special Exception.<sup>9</sup>

**Is the Hospital Structure a permitted use on the Parcel, pursuant to the 1991 Plan?**

At the time of adoption of the 1991 Plan, the Hospital Structure was operated by Santa Fe Healthcare, Inc., a Florida not for profit corporation ("Santa Fe") pursuant to a lease from the Authority to Santa Fe. As part of the agreement between the Authority and Santa Fe, Santa Fe fulfilled the Authority's mandate pursuant to its authorizing law<sup>10</sup> to provide indigent care to qualifying residents of Columbia County. Santa Fe's provision of medical services to the indigent was funded by an *ad valorem* tax levy. Via its contract with Santa Fe, the Authority's provision of medical services to the indigent in fulfillment of its mandate pursuant to its authorizing law sufficiently constitutes rendering a public service by a governmental entity – a permitted use that conforms to the 1991 Plan. To the extent the Hospital Structure and Parcel were used by Santa Fe at the time of adoption of the 1991 Plan to render hospital services to the non-indigent, such use would conform to the 1991 Plan if part of a public health system, or if a public service was rendered by a private institution (i.e., Santa Fe) or governmental entity (i.e., the Authority). Alternatively, to the extent the Hospital Structure and Parcel were used by Santa Fe at the time of adoption of the 1991 Plan to render hospital services to the non-indigent, such use would be a grandfathered, non-conforming use if not rendered as part of a public health system or if not rendered as a public service.

**Is the proposed use of the Hospital Structure by Meridian a permitted use on the Parcel pursuant to the 1991 Plan?**

Meridian is a healthcare provider focused on behavioral health services. Behavioral health services are generally understood as an umbrella term encompassing the treatment of both mental health and substance abuse issues. Meridian renders its services to the general public as both a privately-funded service and as a public service pursuant to contracts with governmental entities. Meridian's contemplated occupancy and use of the Hospital Structure and Parcel would conform to the City's Comprehensive Plan to the extent such occupancy and use as a hospital (as defined above) are part of a public health system, or a public service rendered by Meridian as a private institution. To the extent such occupancy and use are other than those of a hospital, as defined above, or otherwise fail to be part of a public health system

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<sup>9</sup> Policy I.1.6, City of Lake City Comprehensive Plan (June 3, 1991).  
Section 4.2.9, City of Lake City Land Development Regulations (2025).  
Section 4.2.33, City of Lake City Land Development Regulations (2025).

<sup>10</sup> Chapter 63-1247, Laws of Florida (1963).

or rendered as a public service, such occupancy and use would require Meridian to apply for and successfully receive a grant of a special exception unless such uses are otherwise grandfathered as general hospital services as such services were provided at the time of adoption of the 1991 Plan.

In summary, use of the Hospital Structure and the Parcel to provide the services of a hospital as part of a public health system or a public service is a use conforming to the City's Comprehensive Plan, regardless of whether the delivery of such services is by the Authority directly, or by a third-party, private provider such as Meridian. To the extent use of the Hospital Structure and the Parcel are to provide the services of a hospital without being part of a public health system or a public service, such uses are grandfathered, non-conforming uses which may not be expanded without seeking a special exception pursuant to the City's LDRs.

**Are Meridian's intended uses for the Parcel and the Hospital Structure consistent with the 1991 Plan?**

Meridian intends to maintain the following medical uses and similar related medical uses on that portion of the Parcel having a future land use designation of "Public":

- a. Primary Care or Federally Qualified Health Center ("FQHC") Program (either directly by Meridian or under contract with another provider).
- b. Inpatient Crisis/Emergency Program.
- c. Crisis Stabilization Unit for Children and Adults.
- d. Inpatient Psychiatric Beds (with the number of beds subject to funding).

Meridian will not use any portion of the Parcel with the Public land use designation for the following:

- a. State Hospital, defined as a mental health treatment facility owned and operated by the State of Florida;
- b. An outpatient Medication Assisted Treatment Program;
- c. A long-term Adult Residential Treatment program, or a program similar to the long-term Adult Residential Treatment program, now located at Williams Manor;
- d. A traditional addictions outpatient counseling program, or a program similar to the traditional addictions outpatient counseling program, currently housed at the Meridian Lake City Campus (439 SW Michigan Avenue, Lake City, FL); and
- e. A Youth Residential Treatment Program.

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Based upon the representations of intent by Meridian, the undersigned finds the intended use is consistent with uses allowed in areas having the Public future land use designation and constitute legal conforming uses consistent with the 1991 Plan when rendered as a public service. If determined not to be rendered as a public service, the uses shall constitute legal non-conforming uses and may not be expanded without prior approval of a special exception issued in accordance with the City's LDRs. Consistent with Section 13.4 of the City's LDRs, Meridian is required to apply for Certificate of Land Development Regulation Compliance.

Sincerely,

Scott Thomason  
Land Development Regulation Administrator

cc: Don Rosenthal, City of Lake City City Manager  
Clay Martin, City of Lake City City Attorney

**File Attachments for Item:**

11. Appointment of Vice Mayor to serve for 2026 (Mayor Noah Walker)



Section 302. - General powers and duties.

- (a) All powers of the city shall be vested in the city council, to be also known as "council," except as provided by law or this Charter.
  - (b) Three (3) councilmembers shall be considered a quorum and may carry out all functions according to law as if all members were present.
  - (c) At the first council meeting after each regular city election and annually thereafter, the council shall elect one of its members as vice-mayor. The mayor shall preside at meetings of the council and shall be considered a member of the council, shall be recognized as head of city government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds and other documents and agreements with other governmental entities or certifications to other governmental entities. He shall annually prepare a state of the city message, prepare an annual budget message, set forth the agenda for all meetings of the council, name committees of the council and appoint members of the city boards with the approval of the council. He shall have no other administrative duties except as required to carry out the responsibilities herein. The vice-mayor shall act as mayor during the absence or disability of the mayor. In case of the death, resignation or removal of the mayor, the vice-mayor shall serve as mayor until the next regular or special election when the office shall be filled. In case of the death, resignation or removal of the vice-mayor or his assumption of the office of mayor, the council shall elect one of its members to serve the unexpired term of the vice-mayor.
  - (d) The council shall have the authority by ordinance to set the annual salary of the mayor, councilmembers and its members.
- (Ord. No. A-444, § 1, 2-18-80)

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on December 2, 2024 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

EVENTS PRIOR TO MEETING – 5:00 PM – Council Workshop – Council Photo Session

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Noah Walker

ROLL CALL

Mayor/Council Member  
City Council

Noah Walker  
Chevella Young  
Ricky Jernigan  
James Carter  
Tammy Harris  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

APPROVAL OF AGENDA

**Mr. Carter made a motion to approve the agenda as presented. Ms. Harris seconded the motion and the motion carried unanimously on a voice vote.**

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Barbara Lemley
- Stew Lilker
- Glenel Bowden

APPROVAL OF CONSENT AGENDA

1. Minutes - November 18, 2024 Regular Session
2. City Council Resolution No. 2024-137 - A resolution of the City of Lake City, Florida, nominating Ricky Jernigan to serve on the Columbia County Tourism Development Council; making findings of fact in support thereof; directing the City Clerk to communicate such nomination to the Columbia County Board of Commissioners; repealing all prior resolutions in conflict; and providing an effective date.
3. City Council Resolution No. 2024-138 - A resolution of the City of Lake City, Florida, appointing James Carter to serve on the North Central Florida Regional Planning

Council; making findings of fact in support thereof; directing the City Clerk to reflect said appointment in such records of the City as are necessary and prudent; directing the City Clerk to communicate such appointment to the North Central Florida Regional Planning Council; repealing all prior resolutions in conflict; and providing an effective date.

4. City Council Resolution No. 2024-139 - A resolution of the City Council of the City of Lake City, Florida, authorizing the renewal of the Third Judicial Circuit Mutual Aid Agreement between the Police Departments located in the Third Judicial Circuit of Florida; making certain findings of fact in support of the City renewing said agreement; recognizing the authority of the Mayor to execute and bind the City to said renewal agreement; recognizing the authority of the Chief of Police to execute and bind the City to said renewal agreement; directing the Mayor to execute and bind the City to said renewal agreement; directing the Chief of Police to execute the City to said renewal agreement; repealing all prior resolutions in conflict; and providing an effective date.

**Mr. Carter made a motion to approve the consent agenda as presented. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.**

#### PRESENTATIONS

5. IEMO Certificate of Completion from the Florida League of Cities to Council Member Chevella Young and Council Member Tammy Harris (Mayor Noah Walker)

Mayor Walker presented Ms. Young and Ms. Harris with their certificate of completion from the Florida League of Cities.

6. John Cole - Kids Feeding Kids PowerPoint Presentation

After council discussion concerning longevity of the program and location, Mayor Walker directed staff to create a Request For Proposal for community programs, and the private use of public property per direction from City Attorney Martin.

**PUBLIC COMMENT: Glenel Bowden**

#### OLD BUSINESS

##### Ordinances

##### **Open Quasi – Judicial Proceeding**

At this time Attorney Clay Martin read from a prepared script.

##### **Preliminary Matters (Attorney Clay Martin):**

**The City Attorney shall read the ordinance by title.**

7. City Council Ordinance No. 2024-2294 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 24-03, by Lance Jones as agent for the Law Offices of Travis Koon, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Residential, Moderate Density (allowing up to 4 dwelling units per acre) and/or (Residential Medium, allowing up to eight dwelling units per acre) to Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located at the corner of Baya Avenue and Main Boulevard)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

Young	No
Carter	No
Jernigan	No
Harris	No
Mayor Walker	No

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

For purposes of swearing in, Mr. Martin asked to handle all four ordinances at the same time.

Mr. Martin swore in Lance Jones as applicant, and Bryan Thomas of the Growth Management Department.

**Clerk should take custody of exhibits.** Application was moved into the record. Application documentation provided by Growth Management is archived in the agenda packet record.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.** PowerPoint presentation given by Bryan Thomas. Presentation provided by Growth Management is archived in OnBase.

**B. Presentation of application by applicant.** Mr. Jones moved application into the record. Application documentation provided by Growth Management is archived in the agenda packet record.

**C. Presentation of evidence by city staff. N/A**

**D. Presentation of case by third party intervenors, if any. N/A**

**E. Public comments. Barbara Lemley (sworn in by Mr. Martin)**

**F. Cross examination of parties by party participants. None**

**G. Questions of parties by City Council. None**

**H. Closing comments by parties. None**

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

**Mr. Carter made a motion to approve City Council Ordinance No. 2024-2294 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

8. City Council Ordinance No. 2024-2295 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 24-04, by Lance Jones as agent for the Law Offices of Travis Koon, the property owner of said acreage; providing for rezoning from Residential Single Family-2 (RSF-2) and/or Residential Office (RO) to Commercial General (CG) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located at the corner of Baya Avenue and Main Boulevard)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

This was answered under previous ordinance.

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

This was completed under previous ordinance.

**Clerk should take custody of exhibits. Application was moved into the record.**

Application documentation provided by Growth Management is archived in the agenda packet record.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.** Adopted prior presentation into record. Presentation provided by Growth Management is archived in OnBase.

**B. Presentation of application by applicant.** Mr. Jones moved application into record. Application documentation provided by Growth Management is archived in the agenda packet record.

**C. Presentation of evidence by city staff.** Moved prior application into record. Application documentation provided by Growth Management is archived in the agenda packet record.

**D. Presentation of case by third party intervenors, if any.** None

**E. Public comments.** None

**F. Cross examination of parties by party participants.** None

**G. Questions of parties by City Council.** None

**H. Closing comments by parties.** None

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

**Mr. Carter made a motion to approve City Council Ordinance No. 2024-2295 on final reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

## **NEW BUSINESS**

### **Ordinances**

9. City Council Ordinance No. 2024-2298 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake

City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 24-04, by Charles Millar as agent for VYP, LLC, a Florida Limited Liability Company, property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Commercial County to Commercial City of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located next to Advance Auto Parts at the SW corner of Highway 90 and Branford Highway)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

This was answered under previous ordinance.

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

This was completed under previous ordinance.

**Clerk should take custody of exhibits.** Application was moved into the record. Application documentation provided by Growth Management is archived in the agenda packet record.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.** Bryan Thomas. Presentation provided by Growth Management is archived in OnBase.

**B. Presentation of application by applicant.** Per Mr. Thomas Charles Millar was not able to attend.

**C. Presentation of evidence by city staff.** Bryan Thomas

**D. Presentation of case by third party intervenors, if any.** None

**E. Public comments.** None

**F. Cross examination of parties by party participants.** None

**G. Questions of parties by City Council.** None

**H. Closing comments by parties.** None

**I. Instruction on law by attorney.**



**J. Discussion and action by City Council.**

**Mr. Carter made a motion to approve City Council Ordinance No. 2024-2298 on first reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

10. City Council Ordinance No. 2024-2299 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 24-05, submitted by Charles Millar as agent for VYP, LLC, a Florida Limited Liability Company, the property owner of said acreage; providing for rezoning from Commercial Intensive County (CI Co) to Commercial Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located next to Advanced Auto Parts at the SW corner of Highway 90 and Branford Highway)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

This was answered under previous ordinance.

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

This was completed under previous ordinance.

**Clerk should take custody of exhibits.** Application was moved into the record. Application documentation provided by Growth Management is archived in the agenda packet record.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.** Adopt prior presentation, moved application into record. Presentation provided by Growth Management is archived in OnBase.

**B. Presentation of application by applicant.** Per Mr. Thomas, Charles Millar was not able to attend.

- C. Presentation of evidence by city staff. Bryan Thomas**
- D. Presentation of case by third party intervenors, if any. None**
- E. Public comments. None**
- F. Cross examination of parties by party participants. None**
- G. Questions of parties by City Council. None**
- H. Closing comments by parties. None**
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

**Ms. Harris made a motion to approve City Council Ordinance No. 2024-2299 on first reading. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

At this time, members took a break, from 7:15PM – 7:21PM.

#### Other Items

11. Discussion and Possible Action: Request for Code Enforcement Lien Forgiveness for Daniel Ochs, buyer, or property at 301 NW Jefferson Street, located in District 12 (sponsored by Mayor Noah Walker)

Mayor Walker stated his reason for sponsoring this item and suggested a process be put in place and for staff to bring forward recommendations.

Ms. Young spoke in support of waiving a portion of the lien.

Mr. Carter spoke in support of waiving the entire lien, but putting actionable consequences in place.

Mr. Jernigan spoke in support of waiving a portion of the lien.

Mr. Rosenthal reported bringing back several settlement processes for the members to choose from.

**Mr. Carter made a motion to waive 100% of the fines for property located at 301 NW Jefferson Street. The motion includes the release of the lien is conditional and will be based on the sale of the property. Ms. Harris seconded the motion.**

PUBLIC COMMENT: Barbara Limley; Stew Lilker

City Attorney Clay Martin reported the fine amount is set by the Magistrate and the lien to force the payment of that fine belongs to the City Council. He stated the release of lien could be done conditionally or unconditionally and terms could be negotiated on how to release the lien. Mr. Martin also reported the Magistrate could be petitioned to amend the order.

**A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Nay</b>
<b>Mayor Walker</b>	<b>Aye</b>

12. Discussion and Possible Action: Request for Code Enforcement Lien Forgiveness for Avery Bass, of property at 714 NW Alma Avenue, located in District 12 (sponsored by Council Member Tammy Harris)

Mr. Jernigan spoke in support of waiving a portion of the lien.

Ms. Young spoke in support of waiving a portion of the lien.

Mr. Carter spoke in support of waiving the entire lien.

Mayor Walker reminded a settlement process is needed.

**Mr. Carter made a motion to waive 100% of the fines for property located at 714 NW Alma Avenue. The motion includes the release of lien is conditional and will be based on the sale of the property. Ms. Harris seconded the motion.**

PUBLIC COMMENT: Barbara Lemly; Glenel Bowden; Stew Lilker; Julius Moreland

**A roll call vote was taken and the motion carried.**

Mr. Carter	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Jernigan	Nay
Mayor Walker	Aye

13. Discussion and Possible Action: Council to elect Vice-Mayor to serve the remainder of 2024 and for 2025 (Mayor Noah Walker)

Mayor Walker nominated Mr. Carter to serve the remainder of 2024 and for 2025 as Vice-Mayor, as he was aware of Mr. Carter's experience on the Planning and Zoning Board.

Mr. Jernigan spoke in support of nominating a member with seniority.

Ms. Harris confirmed the qualifications for being nominated were just being a member of council.

Ms. Young nominated Mr. Jernigan for Vice-Mayor.

Ms. Harris nominated Ms. Young for Vice-Mayor.

Mr. Jernigan nominated Ms. Harris for Vice-Mayor.

Ms. Harris declined her nomination by Mr. Jernigan.

**Ms. Harris made a motion to close nominations for Vice-Mayor. Mr. Carter seconded the motion.**

Mayor Walker selected a written ballot process, and read all votes aloud: voting member Chevella Young voted for Chevella Young; voting member Tammy Harris voted for Chevella Young; voting member Noah Walker voted for James Carter; voting member James Carter voted for James Carter; voting member Ricky Jernigan voted for Chevella Young.

Copies of ballots are attached to the minutes as Exhibit A.

**Mr. Jernigan made a motion to ratify the appointment of Chevella Young as Vice-Mayor to serve the remainder of 2024 and for 2025. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Carter	Aye
Mayor Walker	Aye

14. Don Rosenthal, City Manager, Six-Month Evaluation

Mr. Rosenthal reiterated per his contract there was to be an evaluation performed by members of his accomplishments over a six-month period, and whether it would justify a pay increase.

Mr. Carter suggested using the same form as was used to evaluate the City Clerk.

Mr. Jernigan suggested using the same system as used for the previous City Manager.

City Attorney Martin reported the International City/County Management Association has a model evaluation form that members could use.

Mayor Walker suggested evaluations be performed individually, then bring considerations to a meeting.

DEPARTMENTAL ADMINISTRATION

15. Four Day Work Week Proposal - PowerPoint Presentation (Human Resources Director BillieJo Bible and City Manager Don Rosenthal)

Ms. Bible gave a PowerPoint presentation on a Four Day Work Week Proposal.

Mr. Carter spoke in support of a four-day work week, but against City Hall only being open Monday through Thursday, and reported he would like to see a polling of staff.

Ms. Young spoke in support of administration operating Monday through Friday, 8:00 AM to 5:00 PM.

Ms. Harris inquired as to whether Ms. Bible had spoken with staff and spoke in support of a four-day work week. She suggested a trial period of six months, instead of one year.

Mr. Jernigan spoke in support of a four-day work week and suggested Ms. Bible poll staff.

Mr. Rosenthal stated he would have Ms. Bible poll staff.

Mayor Walker spoke in support of a four-day work week, along with being open five days.

PUBLIC COMMENT: Barbara Lemley; Glenel Bowden; Bryan Thomas

## COMMENTS BY COUNCIL MEMBERS

○ Council Member Chevella Young – Ms. Young thanked members for the appointment of Vice Mayor; and provided the public with an update relating to railroad crossing repairs.

Council Member Ricky Jernigan – Mr. Jernigan reported volunteers and food were needed at the American Legion to feed Veterans for Christmas, from 3:00 PM until 7:00 PM; and thanked Mayor Walker for how he is handling things.

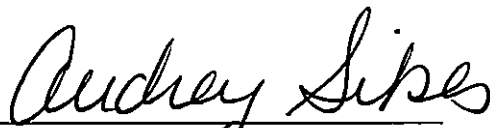
Council Member James Carter – Mr. Carter spoke in opposition the barrier tables being used in the Council Chambers; and inquired with legal as to whether there was a bridged version of the Quasi-Judicial Proceedings. Mr. Martin reported staff is streamlining them as much as possible and stated each proceeding must have an independent record. Mr. Carter also had zoning questions regarding Lake Shore Hospital and the use of the facility. He suggested this be a future council discussion item.

Council Member Tammy Harris – None

Mayor Noah Walker – Mayor Walker thanked the Executive Director of Utilities Steve Brown's staff for the cleanup efforts after the hurricane; he also provided reminders of upcoming dates of interest: December 7, 2024 at 8:00 AM Farm Share - Free Food Drive at Lake City Police Department; December 8, 2024 at 4:00 PM until 7:00 PM - Christmas Tree Celebration (Lighting of the Christmas Tree) - Olustee Park; December 14, 2024 at 9:00 AM until 4:00 PM - Christmas in Columbia Holiday Market – Darby Pavilion/Wilson Park/Olustee Park; December 14, 2024 at 6:00 p.m. Christmas Parade.

## ○ ADJOURNMENT

**Mr. Jernigan made a motion to adjourn at 9:05 PM. Mr. Carter seconded the motion and the motion carried unanimously on a voice vote.**

  
Audrey Sikes, City Clerk

  
Noah Walker, Mayor/Council Member

12-2-2024

City Council Meeting

**Item #13 Discussion and Possible Action: Council to elect Vice-Mayor to serve the remainder of 2024 and for 2025 (Mayor Noah Walker)**

**Attached is the written ballot from Council Member Chevella Young for whom she selected to serve as Vice-Mayor for the remainder of 2024 and for 2025.**

Chevella Young

Chevella Young



12-2-2024

City Council Meeting

Item #13 Discussion and Possible Action: Council to elect Vice-Mayor to serve the remainder of 2024 and for 2025 (Mayor Noah Walker)

Attached is the written ballot from Council Member Ricky Jernigan for whom he selected to serve as Vice-Mayor for the remainder of 2024 and for 2025.

YOUNG

~~R~~  
Jernigan

## City Council Meeting

**Attached is the written ballot from Council Member James Carter for whom he selected to serve as Vice-Mayor for the remainder of 2024 and for 2025.**

Myself

Jan 16

## City Council Meeting

**Attached is the written ballot from Council Member Tammy Harris for whom she selected to serve as Vice-Mayor for the remainder of 2024 and for 2025.**

Tamm Harris  
Vote  
Young

## City Council Meeting

**Attached is the written ballot from Mayor Noah Walker for whom he selected to serve as Vice-Mayor for the remainder of 2024 and for 2025.**

North  
Ph

James  
Carter

## Ballot for Vice Mayor

Term – January 1, 2026 – December 31, 2026

Please select one.

Council Member James Carter \_\_\_\_\_

Council Member Tammy Harris \_\_\_\_\_

Council Member Ricky Jernigan \_\_\_\_\_

Council Member Chevella Young \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Vote Tabulation Sheet

	<b>Nominee James Carter</b>	<b>Nominee Tammy Harris</b>	<b>Nominee Ricky Jernigan</b>	<b>Nominee Chevella Young</b>
Voting Member James Carter				
Voting Member Tammy Harris				
Voting Member Ricky Jernigan				
Voting Member Noah Walker				
Voting Member Chevella Young				
Total of Votes				

Votes Tabulated by: \_\_\_\_\_ Date: \_\_\_\_\_