

SUGGESTED AGENDA

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA**

**MONDAY, FEBRUARY 6, 2023
6:00 P.M.**

**201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE**

**CONFERENCE LINE: 1-917-900-1022
ACCESS CODE: 32347#**

**THIS IS NOT A TOLL-FREE NUMBER AND YOU MAY BE SUBJECT TO
LONG DISTANCE CHARGES, ACCORDING TO YOUR LONG
DISTANCE PLAN.**

**When the chairperson opens the meeting for public comment, please follow the below
instructions:**

If you wish to speak please dial *5. The moderator will unmute your line when it is your turn to speak, and notify you by announcing the last 4 digits of your telephone number. Please announce your name and address. You will be allowed to speak for 3 minutes.

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND 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.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

AWARDS/RECOGNITION:

4. THE BOARD TO CONSIDER ADOPTION OF PROCLAMATION TO PROCLAIM FEBRUARY 13TH - 19TH, 2023 AS STEINHATCHEE FIDDLER CRAB FESTIVAL WEEK.
5. THE BOARD TO CONSIDER ADOPTION OF PROCLAMATION RECOGNIZING THE 4-H AND FFA LIVESTOCK CLUB MEMBERS AND PROCLAIMING FEBRUARY 20TH - 24TH, 2023 AS THE NORTH FLORIDA LIVESTOCK SHOW AND SALE WEEK.

CONSENT ITEMS:

6. APPROVAL OF MINUTES OF JANUARY 17 AND 24, 2023.
7. EXAMINATION AND APPROVAL OF INVOICES.
8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE MSTU FUND AND THE SMALL COUNTY SURTAX FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
9. THE BOARD TO CONSIDER APPROVAL OF GRANT AGREEMENT BETWEEN TAYLOR COUNTY AND THE FLORIDA STATE COURTS SYSTEM, OFFICE OF THE STATE COURT ADMINISTRATOR IN THE MOUNT OF \$510,000 FOR COURTHOUSE IMPROVEMENTS, AS AGENDAED BY MELODY COX, GRANTS WRITER.
10. THE BOARD TO CONSIDER APPROVAL OF A GRANT APPLICATION TO THE FISCAL YEAR 2029 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES PROGRAM (TAP), FOR THE CONSTRUCTION OF A SIDEWALK FROM THE HIGH SCHOOL ALONG JOHNSON STRIPLING ROAD TO ASH STREET, AS AGENDAED BY THE GRANTS WRITER.

11. THE BOARD TO CONSIDER APPROVAL OF A GRANT APPLICATION TO THE FISCAL YEAR 2029 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES PROGRAM (TAP), FOR THE CONSTRUCTION OF A SIDEWALK ON NORTH JEFFERSON STREET (US 221) FROM ASH STREET TO APPROXIMATELY GRAVES DRIVE-IN RESTAURANT, AS AGENDAED BY THE GRANTS WRITER.
12. THE BOARD TO CONSIDER APPROVAL OF PERRY-FOLEY AIRPORT HANGAR LEASE EXTENSION WITH THE FLORIDA DIVISION OF FORESTRY, AS AGENDAED BY WARD KETRING, AIRPORT MANAGER.
13. THE BOARD TO CONSIDER APPROVAL OF A AFG GRANT APPLICATION FOR THE PURCHASE OF SLERS RADIOS FOR FIRE RESCUE, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.

BIDS/PUBLIC HEARINGS:

14. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER AN APPLICATION FOR A SPECIAL EVENTS PERMIT (MUD-BOG), AS SUBMITTED BY IRON HORSE MUD RANCH.
(EVENT OF MARCH 2-5, 2023)
15. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER AN APPLICATION FOR A SPECIAL EVENTS PERMIT (MUD-BOG), AS SUBMITTED BY IRON HORSE MUD RANCH.
(EVENT OF OCTOBER 12-15, 2023)

PUBLIC REQUESTS

16. DAWN PEREZ, CHAMBER OF COMMERCE DIRECTOR/TOURISM DEVELOPMENT COUNCIL AND LIZ NEWMAN, MISS FLORIDA FOREST FESTIVAL QUEEN, TO APPEAR TO DISCUSS ROTARY COMMUNITY PROJECT.

COUNTY STAFF ITEMS:

17. THE BOARD TO CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 AND ADOPTION OF AUTHORIZING RESOLUTION FOR THE SLAUGHTER ROAD WIDENING/RESURFACING PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

18. THE BOARD TO CONSIDER APPROVAL OF A LOCAL AGENCY PROGRAM AGREEMENT AND ADOPTION OF AUTHORIZING RESOLUTION TO CONSTRUCT A SIDEWALK ALONG PINECREST STREET, AS AGENDAED BY THE COUNTY ENGINEER.
19. THE BOARD TO CONSIDER APPROVAL OF FDOT MAINTENANCE MAP OF A PORTION OF SHILOH CEMETERY ROAD, IN CONNECTION WITH THE WOODS CREEK BRIDGE #380009 REPLACEMENT PROJECT, AS AGENDAED BY THE COUNTY ENGINEER.
20. THE BOARD TO CONSIDER APPROVAL OF AWARD OF THE SLAUGHTER ROAD WIDENING/RESURFACING PROJECT TO SANDCO, LLC, UNDER THE FDOT SMALL COUNTY OUTREACH AND SMALL COUNTY ROAD ASSISTANCE PROGRAMS, AS AGENDAED BY THE COUNTY ENGINEER.

GENERAL BUSINESS:

21. THE BOARD TO CONTINUE DISCUSSION OF REQUESTED ANNUAL CPI ADJUSTMENT FOR WASTE PRO.

COUNTY ATTORNEY ITEMS:

22. THE COUNTY ATTORNEY TO DISCUSS PROPOSED AMENDED MUD-BOG ORDINANCE.

COUNTY ADMINISTRATOR ITEMS:

23. THE COUNTY ADMINISTRATOR TO PRESENT THE ANNUAL STATUS REPORT FOR ECONOMIC AD VALOREM TAX EXEMPTION FOR STEINHATCHEE MARINA AT DEADMAN'S BAY.
24. THE BOARD TO CONTINUE DISCUSSION OF THE ANNUAL STATUS REPORT FOR ECONOMIC AD VALOREM TAX EXEMPTION FOR SUPER-PUFFT SNACKS USA.
25. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
26. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
27. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF PROCLAMATION TO PROCLAIM FEBRUARY 13-19, 2023 AS STEINHATCHEE FIDDLER CRAB FESTIVAL WEEK.

MEETING DATE REQUESTED:

FEBRUARY 7, 2022

Statement of Issue:

TO RECOGNIZE THE 15TH ANNIVERSARY OF THE STEINHATCHEE FIDDLER CRAB FESTIVAL.

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By:

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR, ON BEHALF OF COMMISSIONER MICHAEL NEWMAN

Contact:

838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE PROCLAMATION MARKS THE 15TH ANNIVERSARY OF THE STEINHATCHEE FIDDLER CRAB FESTIVAL AND RECOGNIZES THE ECONOMIC IMPACT TO STEINHATCHEE, FLORIDA.

Options:

APPROVE/NOT APPROVE

Attachments:

DRAFT PROCLAMATION

PROCLAMATION

15th Annual Steinhatchee Fiddler Crab Festival

WHEREAS February 2023 marks the 15th Anniversary of the Annual Steinhatchee Fiddler Crab Festival in Taylor County, Florida; and

WHEREAS the festival was conceived to bring tourism to the area at a time when fishing was closed in February and business dried up for most; and

WHEREAS the festival started with about thirty vendors for the first time and with bad weather, brought an estimated 2,500 people to town; and

WHEREAS as the festival grew and in just a few short years, the economic impact exceeded that of the July 4th scallop rush; and

WHEREAS the Steinhatchee Fiddler Crab Festival hosts food, arts and crafts, a car and boat show, a taste of Steinhatchee cook-off, fireworks, live music, a fishing tournament, Poker Run, as well as a parade ; and

WHEREAS the family friendly festival is an exciting and memorable weekend for residents and tourists; and

Now, therefore be it resolved that the Taylor County Board of County Commissioners does hereby proclaim the week of February 13th – 19th, 2023 as *Steinhatchee Fiddler Crab Festival Week*.

Done and ordered this 6th day of February 2023, in Taylor County, Florida

Jamie English
Chair, Board of County Commissioners
Taylor County, Florida

ATTEST:

Gary Knowles, Clerk
Taylor County, Florida

6

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF PROCLAMATION TO PROCLAIM FEBRUARY 20-24, 2023 AS 4-H and FFA LIVESTOCK SHOW AND SALE WEEK.

MEETING DATE REQUESTED:

FEBRUARY 7, 2022

Statement of Issue:

TO RECOGNIZE MEMBERS OF THE 4-H AND FFA LIVESTOCK CLUBS

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By:

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR, ON BEHALF OF COMMISSIONER MICHAEL NEWMAN

Contact:

838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE PROCLAMATION RECOGNIZES THAT THE YOUTH OF TAYLOR COUNTY IS ONE OF THE COUNTY'S MOST VALUABLE RESOURCES AND TEACHES YOUTH HOW TO APPLY LEADERSHIP SKILLS, ACQUIRE A POSITIVE SELF-CONCEPT, BUILD CONFIDENCE AND LEARN TO RESPECT OTHERS.

Options:

APPROVE/NOT APPROVE

Attachments:

DRAFT PROCLAMATION

PROCLAMATION

Recognizing the 4-H and FFA Livestock Club Members

WHEREAS, the youth of Taylor County is one of the county's most valuable resources. 4-H Livestock Club Members and FFA Livestock Club Members contribute to the agriculture industry through learning how to raise and sell livestock. The 4-H Livestock and FFA Livestock projects teach youth how to apply leadership skills, acquire a positive self-concept, build confidence, and learn to respect and get along with people.

WHEREAS, the 4-H Livestock and the FFA Livestock projects have helped many youth in Perry, Taylor County, Florida to gain confidence in themselves by being responsible for an animal that is solely dependent on them. The projects help youth develop responsible behaviors through the daily care of keeping the animal fed, a clean place for the animal to live and working the animal daily to be prepared for the show ring, decision making skills through learning what feed to use and financial management skills through keeping records of expenses for the project.

WHEREAS, North Florida Livestock Show Week showcases the incredible ways that 4-H and FFA inspires kids to do and highlights the remarkable 4-H and FFA youth in Perry, Taylor County, Florida who work each day to learn and value hard work, agricultural commodities and make a positive impact on those around them; and

Now, therefore, The Taylor County Board of County Commissioners, do hereby proclaim February 20th – 24th, 2023 as the North Florida Livestock Show and Sale week throughout Perry, Taylor County, Florida and encourage all of our citizens to recognize 4-H and FFA for the significant impact they have made and continue to make by empowering youth with the skills they need to lead for a lifetime.

Done and ordered this 6th day of February 2023, in Taylor County, Florida

Jamie English
Chair, Board of County Commissioners
Taylor County, Florida

ATTEST:

Gary Knowles, Clerk
Taylor County, Florida

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SMALL COUNTY SURTAX FUND** for the fiscal period ending September 30, 2023, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SALES TAX REVENUE FUND** Budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$1,074,556	151-3899010	Cash Brought Forward
\$428,142	1506-59915	1% Sales Tax-Reserve/Capital
\$409,350	1507-59915	1% Sheriff's Sales-Reserve/Capital
\$237,064	1509-59915	1% DMH Sales Allocation/Capital
\$1,074,556	Total Expenditures	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of February, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor Chairman

Balance of carry forward funds at FYE 09/30/22 were more than budgeted for the 2023 FY due to receipt of more than expected revenue and due to not expending estimated amount

SMALL CTY SURTAX

Revenue was
more + expenses
were less

Actual CF @ FVE: 4,214,556

Budgeted CF = 3,200,000

Budgeted CF For Budget 23: Sheriff -o- (expected to
expend)

DMH \$1,076,894

Sheriff ACTUAL CF @ FVE: 409,350

DMH ACTUAL CF @ FVE: 1,313,957 = DIFF OF: \$237,064

★
Amendment needed: 4,214,556

★ (409,350) Sheriff Actual CF

(1,313,957) DMH Actual CF

2,551,248

(1,580,687) amt currently budgeted in reserves

(542,419) amt used to Balance Budget w/reserves

★ 428,142 increase County reserves

Resolution For:

409,350

Sheriff CF

237,064

DMH CF (Difference)

428,142

County reserves (Difference)

1,074,556

DWELCH
11/30/23

**SHERIFF'S OFFICE ALLOCATED 25%
SMALL CTY SURTAX/1-CENT**

Allocation Began FY18

Date	Description	Debit (25%)	Credit	Balance
2/27/2018	January \$161841.09	\$ 40,460.27	\$ -	\$ 40,460.27
3/27/2018	February \$99344.94	\$ 24,836.23	\$ -	\$ 65,296.50
4/30/2018	March \$138924.00	\$ 34,731.00	\$ -	\$ 100,027.50
5/11/2018	Qtrly \$75297.22	\$ 18,824.30	\$ -	\$ 118,851.80
5/25/2018	April \$147656.43	\$ 36,914.10	\$ -	\$ 155,765.90
6/25/2018	May \$124945.74	\$ 31,236.43	\$ -	\$ 187,002.33
7/17/2018	SMARTCOP Ck#58692	\$ -	\$ (40,000.00)	\$ 147,002.33
7/17/2018	SMARTCOP Ck#58692	\$ -	\$ (26,668.00)	\$ 120,334.33
7/25/2018	June \$138637.69	\$ 34,659.42	\$ -	\$ 154,993.75
8/6/2018	Qtrly \$72262.43	\$ 18,065.60	\$ -	\$ 173,059.35
8/27/2018	July \$146317.41	\$ 36,579.35	\$ -	\$ 209,638.70
9/26/2018	August \$152662.82	\$ 38,165.70	\$ -	\$ 247,804.40
10/16/2018	SMARTCOP Ck#59296	\$ -	\$ (27,164.72)	\$ 220,639.68
10/30/2018	September \$134077.33	\$ 33,519.33	\$ -	\$ 254,159.01
11/13/2018	Qtrly \$70802.56	\$ 17,700.64	\$ -	\$ 271,859.65
11/27/2018	October \$120274.55	\$ 30,068.63	\$ -	\$ 301,928.28
12/10/2018	SMARTCOP Ck#59585	\$ -	\$ (27,164.72)	\$ 274,763.56
12/19/2018	ADANI SYSTEMS Ck#59694	\$ -	\$ (62,588.52)	\$ 212,175.04
12/24/2018	November \$108172.15	\$ 27,043.03	\$ -	\$ 239,218.07
1/29/2019	December \$121037.99	\$ 30,259.49	\$ -	\$ 269,477.56
2/8/2019	Qtrly \$79178.71	\$ 19,794.67	\$ -	\$ 289,272.23
2/27/2019	January \$125897.73	\$ 31,474.43	\$ -	\$ 320,746.66
3/4/2019	SMARTCOP Ck#60084	\$ -	\$ (27,164.72)	\$ 293,581.94
3/27/2019	February \$106205.24	\$ 26,551.31	\$ -	\$ 320,133.25
4/25/2019	March \$118881.53	\$ 29,720.38	\$ -	\$ 349,853.63
5/7/2019	Qtrly \$74951.72	\$ 18,737.93	\$ -	\$ 368,591.56
5/21/2019	SMARTCOP Ck#60551	\$ -	\$ (27,732.19)	\$ 340,859.37
5/29/2019	April \$147311.71	\$ 36,827.92	\$ -	\$ 377,687.29
6/25/2019	May \$137180.96	\$ 34,295.24	\$ -	\$ 411,982.53
7/23/2019	Alan Jay Ford Ck#60988	\$ -	\$ (168,467.88)	\$ 243,514.65
7/29/2019	June \$149766.40	\$ 37,441.60	\$ -	\$ 280,956.25
8/8/2019	Qtrly \$68422.48	\$ 17,105.62	\$ -	\$ 298,061.87

**SHERIFF'S OFFICE ALLOCATED 25%
SMALL CTY SURTAX/1-CENT**

8/27/2019	July \$145560.60	\$	36,390.15	\$	-	\$	334,452.02
9/25/2019	August \$146196.28	\$	36,549.07	\$	-	\$	371,001.09
10/17/2019	Williams Comm. Ck#61437	\$	-	\$	(5,939.12)	\$	365,061.97
10/28/2019	September \$133087.92	\$	33,271.98	\$	-	\$	398,333.95
11/12/2019	Qtrly \$71274.18	\$	17,818.54	\$	-	\$	416,152.49
10/22/2019	SmartCop Ck#61613	\$	-	\$	(27,732.19)	\$	388,420.30
11/25/2019	October \$114790.90	\$	28,697.72	\$	-	\$	417,118.02
12/9/2019	SmartCop Ck#61870	\$	-	\$	(27,732.00)	\$	389,386.02
12/9/2019	Marlin Leasing Ck#61869	\$	-	\$	(62,713.52)	\$	326,672.50
12/24/2019	November \$138363.06	\$	34,590.76	\$	-	\$	361,263.26
1/6/2020	Alan Jay Auto Ck#62008	\$	-	\$	(165,005.80)	\$	196,257.46
1/6/2020	Dell Marketing Ck#62009	\$	-	\$	(30,000.00)	\$	166,257.46
1/29/2020	December \$129727.38	\$	32,431.84	\$	-	\$	198,689.30
2/13/2020	Qtrly \$75431.07	\$	18,857.76	\$	-	\$	217,547.06
2/26/2020	January \$130299.91	\$	32,574.97	\$	-	\$	250,122.03
3/2/2020	SmartCop Ck#62375	\$	-	\$	(27,732.00)	\$	222,390.03
3/24/2020	February \$117658.68	\$	29,414.67	\$	-	\$	251,804.70
4/28/2020	March \$126474.53	\$	31,618.63	\$	-	\$	283,423.33
5/6/2020	Qtrly \$85493.76	\$	21,373.44	\$	-	\$	304,796.77
5/28/2020	April \$138196.34	\$	34,549.08	\$	-	\$	339,345.85
6/1/2020	SmartCop #62888			\$	(28,328.03)	\$	311,017.82
6/26/2020	May \$127103.89	\$	31,775.97	\$	-	\$	342,793.79
7/6/2020	Alan Jay Auto Ck#63083			\$	(343,002.00)	\$	(208.21)
7/27/2020	June \$151511.34	\$	37,877.83	\$	-	\$	37,669.62
8/6/2020	Qtrly \$79639.43	\$	19,909.85	\$	-	\$	57,579.47
8/27/2020	July \$155506.47	\$	38,876.61	\$	-	\$	96,456.08
9/25/2020	August \$147205.00	\$	36,801.25	\$	-	\$	133,257.33
10/27/2020	Septemer \$135908.05	\$	33,977.01	\$	-	\$	167,234.34
11/4/2020	Qtrly \$84389.17	\$	21,097.29	\$	-	\$	188,331.63
10/5/2020	SmartCop Ck#63684			\$	(28,328.03)	\$	160,003.60
11/17/2020	SmartCop Ck#64005			\$	(28,328.03)	\$	131,675.57
11/30/2020	October \$129281.23	\$	32,320.30	\$	-	\$	163,995.87
12/23/2020	November \$130338.65	\$	32,584.66	\$	-	\$	196,580.53
1/4/2021	Marlin Leasing Ck#64379			\$	(62,588.52)	\$	133,992.01
1/19/2021	Marlin Leasing Ck#64456			\$	(11,627.26)	\$	122,364.75

**SHERIFF'S OFFICE ALLOCATED 25%
SMALL CTY SURTAX/1-CENT**

1/27/2021	December \$118659.65	\$ 29,664.91	\$ 152,029.66
2/1/2021	Alan Jay Ck#64640	\$ (131,049.00)	\$ 20,980.66
2/5/2021	Qtrly \$95096.07	\$ 23,774.01	\$ 44,754.67
2/16/2021	Dana Safety Ck#64721	\$ (24,209.20)	\$ 20,545.47
2/16/2021	Thomas Chevrolet Ck#64722	\$ (41,300.00)	\$ (20,754.53)
2/26/2021	January \$136601.58	\$ 34,150.39	\$ 13,395.86
3/1/2021	SmartCop Ck#64807	\$ (28,328.03)	\$ (14,932.17)
3/1/2021	Williams Comm. Ck#64809	\$ (44,796.14)	\$ (59,728.31)
3/1/2021	Thomas Chevrolet Ck#64808	\$ (40,878.10)	\$ (100,606.41)
3/16/2021	Lee Heating Ck#64891	\$ (6,800.00)	\$ (107,406.41)
3/29/2021	February \$121192.33	\$ 30,298.08	\$ (77,108.33)
4/26/2021	March \$122365.86	\$ 30,591.46	\$ (46,516.87)
5/14/2021	Qtrly \$103199.40	\$ 25,799.85	\$ (20,717.02)
5/18/2021	SmartCop Ck#65335	\$ (28,328.03)	\$ (49,045.05)
5/27/2021	April \$165502.22	\$ 41,375.55	\$ (7,669.50)
6/28/2021	May \$154977.90	\$ 38,744.47	\$ 31,074.97
7/20/2021	WatchGuard Ck#75752	\$ (990.00)	\$ 30,084.97
7/27/2021	June \$159252.46	\$ 39,813.11	\$ 69,898.08
8/2/2021	Dana Safety Ck#65884	\$ (13,140.89)	\$ 56,757.19
8/20/2021	Qtrly \$99929.59	\$ 24,982.39	\$ 81,739.58
8/27/2021	July \$158984.17	\$ 39,746.04	\$ 121,485.62
9/28/2021	August \$167102.62	\$ 41,775.65	\$ 163,261.27
10/27/2021	September \$130287.56	\$ 32,571.89	\$ 195,833.16
11/1/2021	WatchGuard Ck#66373	\$ (58,599.00)	\$ 137,234.16
11/5/2021	Qtrly \$115517.40	\$ 28,879.35	\$ 166,113.51
11/1/2021	SmartCop Ck#66395	\$ (28,953.06)	\$ 137,160.45
11/29/2021	October \$151,946.88	\$ 37,986.72	\$ 175,147.17
12/27/2021	November \$172,793.20	\$ 43,198.30	\$ 218,345.47
1/3/2022	SmartCop Ck#66732	\$ (28,953.66)	\$ 189,391.81
1/18/2022	Alan Jay Auto Ck#66858	\$ (35,306.00)	\$ 154,085.81
1/27/2022	December \$152,257.82	\$ 38,064.45	\$ 192,150.26
2/15/2022	SmartCop Ck#66974	\$ (15,377.82)	\$ 176,772.44
2/18/2022	Qtrly \$149,527.00	\$ 37,381.75	\$ 214,154.19
2/28/2022	January \$154,349.68	\$ 38,587.42	\$ 252,741.61
3/28/2022	February \$136,278.24	\$ 34,069.56	\$ 286,811.17

**SHERIFF'S OFFICE ALLOCATED 25%
SMALL CTY SURTAX/1-CENT**

4/19/2022	Alan Jay Auto Ck#67323		\$ (35,983.32)	\$ 250,827.85
4/27/2022	March \$137,964.17	\$ 34,491.04		\$ 285,318.89
5/13/2022	Qtrly \$169,696.59	\$ 42,424.14		\$ 327,743.03
5/27/2022	April \$159,167.64	\$ 39,791.91		\$ 367,534.94
6/6/2022	Alan Jay Auto Ck#67693		\$ (35,983.32)	\$ 331,551.62
6/24/2022	May \$174,606.45	\$ 43,651.61		\$ 375,203.23
7/27/2022	June \$180,311.27	\$ 45,077.81		\$ 420,281.04
8/5/2022	Qtrly \$151,069.11	\$ 37,767.27		\$ 458,048.31
8/16/2022	Dana Safety Supply Ck#68105		\$ (12,442.42)	\$ 445,605.89
8/16/2022	SmartCop Ck#68106		\$ (14,250.00)	\$ 431,355.89
8/24/2022	July \$188,112.34	\$ 47,028.08		\$ 478,383.97
9/6/2022	Stingray Chevrolet Ck#68197		\$ (180,615.00)	\$ 297,768.97
9/20/2022	Motorola Solutions Ck#68273		\$ (11,760.00)	\$ 286,008.97
9/26/2022	August \$164,547.80	\$ 41,136.95		\$ 327,145.92
10/27/2022	September \$186,571.89	\$ 46,642.97		\$ 373,788.89
11/7/2022	Qtrly \$142,242.77	\$ 35,560.69		\$ 409,349.58

Actual CF @
KYE 22

Dwivedi
1/30/23

**DMH ALLOCATED 25%
SMALL CTY SURTAX/1-CENT**

Allocation Began FY20

<u>Date</u>	<u>Description</u>	<u>Debit (25%)</u>	<u>Credit</u>	<u>Balance</u>
11/25/2019	October \$114790.90	\$ 28,697.72	\$ -	\$ 28,697.72
12/24/2019	November \$138363.06	\$ 34,590.76	\$ -	\$ 63,288.48
1/29/2020	December \$129727.38	\$ 32,431.84	\$ -	\$ 95,720.32
2/13/2020	Quarterly \$75431.07	\$ 18,857.76	\$ -	\$ 114,578.08
2/26/2020	January \$130299.91	\$ 32,574.97	\$ -	\$ 147,153.05
3/24/2020	February \$117658.68	\$ 29,414.67	\$ -	\$ 176,567.72
4/28/2020	March \$126474.53	\$ 31,618.63	\$ -	\$ 208,186.35
5/6/2020	Quarterly \$85493.76	\$ 21,373.44	\$ -	\$ 229,559.79
5/28/2020	April \$138196.34	\$ 34,549.08	\$ -	\$ 264,108.87
6/26/2020	May \$127103.89	\$ 31,775.97	\$ -	\$ 295,884.84
7/27/2020	June \$151511.34	\$ 37,877.83	\$ -	\$ 333,762.67
8/6/2020	Qtrly \$79639.43	\$ 19,909.85	\$ -	\$ 353,672.52
8/27/2020	July \$155506.47	\$ 38,876.61	\$ -	\$ 392,549.13
9/25/2020	August \$147205.00	\$ 36,801.25	\$ -	\$ 429,350.38
10/27/2020	Septemer \$135908.05	\$ 33,977.01	\$ -	\$ 463,327.39
11/4/2020	Qtrly \$84389.17	\$ 21,097.29	\$ -	\$ 484,424.68
11/30/2020	October \$114790.90	\$ 32,320.30	\$ -	\$ 516,744.98
12/23/2020	November \$130338.65	\$ 32,584.66	\$ -	\$ 549,329.64
1/27/2021	December \$118659.65	\$ 29,664.91	\$ -	\$ 578,994.55
2/5/2021	Qtrly \$95096.07	\$ 23,774.01	\$ -	\$ 602,768.56
2/26/2021	January \$136601.58	\$ 34,150.39	\$ -	\$ 636,918.95
3/29/2021	February \$121192.33	\$ 30,298.08	\$ -	\$ 667,217.03
4/26/2021	March \$122365.86	\$ 30,591.46	\$ -	\$ 697,808.49
5/14/2021	Qtrly \$103199.40	\$ 25,799.85	\$ -	\$ 723,608.34
5/27/2021	April \$165502.22	\$ 41,375.55	\$ -	\$ 764,983.89
6/28/2021	May \$154977.90	\$ 38,744.47	\$ -	\$ 803,728.36
7/6/2021	Getinge USA Ck#65654	\$ -	\$ (99,293.84)	\$ 704,434.52
7/27/2021	June \$159252.46	\$ 39,813.11	\$ -	\$ 744,247.63
8/20/2021	Qtrly \$99929.59	\$ 24,982.39	\$ -	\$ 769,230.02
8/27/2021	July \$158984.17	\$ 39,746.04	\$ -	\$ 808,976.06
9/28/2021	August \$167102.62	\$ 41,775.65	\$ -	\$ 850,751.71
10/27/2021	September \$130287.56	\$ 32,571.89	\$ -	\$ 883,323.60
11/5/2021	Qtrly \$115517.40	\$ 28,879.35	\$ -	\$ 912,202.95
11/29/2021	October \$151,946.88	\$ 37,986.72		\$ 950,189.67
12/27/2021	November \$172,793.20	\$ 43,198.30		\$ 993,387.97
1/27/2022	December \$152,257.82	\$ 38,064.45		\$ 1,031,452.42
2/18/2022	Qtrly \$149,527.00	\$ 37,381.75		\$ 1,068,834.17
2/28/2022	January \$154,349.68	\$ 38,587.42		\$ 1,107,421.59
3/7/2022	Arthrex, Inc Ck#67070	\$ -	\$ (23,000.00)	\$ 1,084,421.59
3/22/2022	Howmedica Osteonics Ck#67157	\$ -	\$ (74,977.78)	\$ 1,009,443.81
3/28/2022	February \$136,278.24	\$ 34,069.56		\$ 1,043,513.37

DMH ALLOCATED 25%
SMALL CTY SURTAX/1-CENT

4/27/2022	March \$137,964.17	\$	34,491.04		\$ 1,078,004.41
5/13/2022	Qtrly \$169,696.59	\$	42,424.14		\$ 1,120,428.55
5/24/2022	GE Precision Ck#67677	\$	-	\$ (82,897.89)	\$ 1,037,530.66
5/27/2022	April \$159,167.64	\$	39,791.91		\$ 1,077,322.57
6/21/2022	Getinge USA Ck#67805	\$	-	\$ (18,230.00)	\$ 1,059,092.57
6/24/2022	May \$174,606.45	\$	43,651.61		\$ 1,102,744.18
7/27/2022	June \$180,311.27	\$	45,077.81		\$ 1,147,821.99
8/5/2022	Qtrly \$151,069.11	\$	37,767.27		\$ 1,185,589.26
8/24/2022	July \$188,112.34	\$	47,028.08		\$ 1,232,617.34
9/26/2022	August \$164,547.80	\$	41,136.95		\$ 1,273,754.29
10/18/2022	Medline Indust. Ck#68472	\$	-	\$ (30,000.00)	\$ 1,243,754.29
10/18/2022	Werfen USA Ck#68473	\$	-	\$ (12,000.00)	\$ 1,231,754.29
10/27/2022	September \$186,571.89	\$	46,642.97		\$ 1,278,397.26
11/7/2022	Qtrly \$142,242.77	\$	35,560.69		\$ 1,313,957.95

*Actual CF
@ FYE 22*

*DWelch
1/30/23*

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2023, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$ 500	107-3699021	Misc - SCBA Refills
Expenditures:		
\$ 500	0192-54620	County Fire Department - R&M Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of February, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Non-budgeted funds received from Georgia Pacific - for air fills provided by Taylor County Fire Department

VENDOR NUMBER
G194551

DATE
12-20-2022

CHECK NUMBER
529851

		DISCOUNT	NET AMOUNT	VOUCHER #	PO #	CNTR #
12/16/22	12162022	500.00	.00	500.00		00412169

RECEIVED

DEC 27 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

*SCDA
Refills*

TOTALS

500.00

.00

500.00

Detach check along this perforation.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the Grant Agreement between Taylor County and the Florida State Courts System, Office of The State Courts Administrator in the amount of \$510,000 for Courthouse improvements which will include improvements and/or repairs to the elevator and a mold study.

MEETING DATE REQUESTED:

February 6, 2023

Statement of Issue: Board to approve the Grant Agreement between Taylor County and the Florida State Courts System.

Recommended Action: Approve Grant Agreement.

Fiscal Impact: The County was awarded \$510,000 through a 2022-2023 Budget Appropriations Request seeking funding assistance for Courthouse improvements. The funding will be administered through the Florida State Courts System. The County will not be providing a cash match.

Budgeted Expense: Y/N A budget will be submitted to the Finance Department upon Grant Agreement approval by the Board.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County submitted a 2022-2023 Budget Appropriations request to our legislators requesting funding assistance for Courthouse improvements. The funding will be used for improvements/repairs to the elevators and for a mold study. The County will have until June 30, 2026 to expend the funds. The County will not be providing a cash match for the project. County staff will be required to serve as the Project Manager and provide grant administrative services.

Attachments: Grant Agreement between Taylor County and the Florida State Court System, Office of The State Courts Administrator.

**FLORIDA STATE COURTS SYSTEM
OFFICE OF THE STATE COURTS ADMINISTRATOR**

THIS AGREEMENT is entered into between the State Court System of Florida, Office of the State Courts Administrator, hereinafter referred to as "OSCA," and the Taylor County Board of County Commissioners, hereinafter referred to as the "Recipient."

I. THE RECIPIENT AGREES:

A. Agreement Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this Agreement.
2. That the Agreement document consists of all attached documents identified in Section III(G):

B. Governing Law

That this Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

That funds provided in this Agreement may not be used for travel expenses of Recipient or Recipient's staff. Invoices and all necessary supporting documentation shall be submitted to the following address:

Office of the State Court Administrator
General Services Unit
Contacts and Grants Administrator
500 S Duval Street
Tallahassee, FL 32399-1900

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the OSCA under this Agreement.
2. To retain, at no additional cost to the OSCA, all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of ten (10) years after completion of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. If any such records are eligible for destruction under applicable record retention schedules before ten (10) years after completion of the Agreement the records may be destroyed with the prior written approval of the OSCA Grant Manager.
3. Upon demand and at no additional cost to the OSCA, the Recipient will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Public Records, Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Rule 2.420, *Florida Rules of General Practice and Judicial Administration*, made or received by the Recipient in conjunction with this Agreement except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of this Agreement for which OSCA may unilaterally terminate the Agreement.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the OSCA.
3. To permit persons duly authorized by the OSCA to inspect and copy any records, papers, documents, facilities, goods and services of the Recipient which are relevant to this Agreement; and to interview any clients, employees and sub-recipient employees of the Recipient to assure the OSCA of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the OSCA will deliver to the Recipient a written report of its findings and where appropriate, a request for the Recipient to submit a corrective action plan. The request will outline the requirements for the corrective action plan, based on the review's findings.
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (section 20.055, Florida Statutes), and the Auditor General of Florida.

5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to the OSCA as specified in Attachment D, Part 1 and to ensure that all related party transactions are disclosed to the auditor.

F. Indemnification

Pursuant to section 768.28(19), Florida Statutes, neither the Recipient nor the OSCA waive sovereign immunity nor do the parties agree to indemnify each other for the other party's negligence.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s).

H. Assignments and Subcontracts

1. To be responsible for all work performed and for all products produced pursuant to this Agreement.
2. Any sub-contracts shall be evidenced by a written document. The Recipient further agrees that the OSCA shall not be liable to the sub-contractors in any way or for any reason. The Recipient, at its expense, will defend the OSCA against such claims.
3. That the OSCA shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the Recipient.

I. Return of Funds

To return to the OSCA any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this Agreement that were disbursed to the Recipient by the OSCA. In the event that the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall repay said overpayment within five (5) business days of discovery. In the event that the OSCA first discovers an overpayment has been made, the Grant Manager, on behalf of the OSCA, will notify the Recipient by letter of such findings. Should repayment not be made within thirty (30) calendar days of the notification by the OSCA, the Recipient will be charged at the lawful rate of interest on the outstanding balance after the OSCA notification or Recipient discovery.

J. Non-discrimination Requirements

That the Recipient will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The Recipient further assures that all sub-recipients and sub-subrecipients, or others with whom it arranges to provide services under this Contract will comply with these requirements.

K. Employment of Illegal Aliens and Use of the E-Verify System

That unauthorized aliens shall not be employed by the Recipient. The OSCA shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this Agreement by the OSCA.

The Recipient and all subcontractors and subrecipients shall comply with section 448.095(2)(a), Florida Statutes, regarding the registration and use of the United States Department of Homeland Security's (DHS) E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees hired during the term of the Agreement for which the Recipient is providing services to the OSCA. The Recipient shall also include the requirement from this paragraph in all subcontracts.

Prior to the execution of this Agreement, the Recipient will provide proof of E-Verify registration or a completed State Courts System Contractor's Registration Waiver Affidavit (Attachment E). Prior to the execution of any subcontract to provide any services contemplated under this Agreement, the Recipient shall provide either a completed State Courts System a completed Subcontractor's Affidavit (Attachment F) and proof of registration, if the subcontractor is an employer required to register with and use the E-Verify System, or the State Courts System Contractor's E-Verify Registration Waiver Affidavit

Violation of the provisions in these paragraphs by the Recipient shall constitute grounds for immediate termination of this Agreement by the OSCA pursuant to section 448.095(2)(c), Florida Statutes. Pursuant to section 448.095(2)(f), Florida Statutes, the Recipient is liable for any additional costs incurred by the OSCA as a result of the termination of this Agreement for a violation of the provisions contained in these paragraphs.

L. Sponsorship

That, if the Recipient is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient 's name), the Florida Legislature and the Florida State Court System." If the sponsorship reference is in written material, the words "Florida Legislature and Florida State Court System" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the OSCA Grant Manager.

M. Publicity

That without limitation, the Recipient and its employees, agents, and representatives will not, without prior written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Recipient has been approved or endorsed by the State, or refer to the existence of this Agreement in press releases, advertising or materials distributed to the Recipient's prospective customers.

N. Lobbying

To not expend and of the funds provided under this Agreement for the purpose of lobbying the Legislature, judicial branch, or a state agency.

II. OSCA AGREES:

A. Agreement Amount

To pay for commodities and services according to the terms and conditions of this Agreement in an accordance with Attachment B to this Agreement, subject to the availability of funds. Any costs or services paid for under any other Agreement or from any other source are not eligible for payment under this Agreement.

B. Payment

The OSCA has fifteen (15) business days to inspect the documentation regarding the delivery of the goods and services provided by the Recipient, unless a different period has been agreed to by the parties.

C. Payment Inquiries and Vendor Ombudsman

1. That issues regarding the inspection, acceptance and payment for foods and services provided under this Agreement will be handled by the Grant Administrator at (850) 922-1184.
2. That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422 (7), Florida Statutes, which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

III. THE RECIPIENT AND OSCA MUTUALLY AGREE:

A. Effective and Ending Dates

That this Agreement shall begin on the date on which the Agreement has been signed by the last party required to sign it. It shall end at midnight, Eastern Time, on June 30, 2026. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and spending approval by the Chief Justice.

B. Renewal

That upon continued appropriations by the Florida Legislature, the OSCA and the Recipient may renew the Agreement, in whole or in part, for a period that may not exceed three (3) years or the term of the original Agreement, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance and subject to availability of funds for this Agreement.

C. Termination

1. That this Agreement may be terminated by the OSCA without cause upon no less than a sixty (60) calendar day notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this Agreement become unavailable, the OSCA may terminate this Agreement upon no less than a twenty-four (24) hour notice in writing to the Recipient. The OSCA shall be the final authority as to

the availability and adequacy of funds. In the event of termination of this Agreement, the Recipient will be compensated for any work satisfactorily completed.

3. That this Agreement may be terminated for the Recipient's non-performance upon no less than a twenty-four (24) hour notice in writing to the Recipient. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the OSCA's right to remedies at law or in equity.
4. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Grant Manager or the representative of the Recipient responsible for administration of the program as appropriate.

D. Renegotiations or Modifications

1. That, with the exception of modifying the Budget in Attachment B, modifications of all other provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the OSCA's operating budget, without said price level increases being approved in writing by the parties.
2. That the parties agree to renegotiate this Agreement if there are any revisions of any applicable state laws, or regulations that make changes in this Agreement necessary.

E. Notice

That any notice, that is required under this Agreement shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the OSCA to the representative of the Recipient responsible for administration of the program, at the designated address indicated in III.F.3. and by the Recipient, to the OSCA's Grant Manager indicated in III.F.4.

F. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Recipient name, as shown on page 1 of this Agreement, and mailing address of the official payee to whom the payment shall be made is:

Honorable Jamie English, Chairman
Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347
(850) 838-3500

2. The name of the Recipient's contact person and street address where financial and administrative records are maintained is:

LaWanda Pemberton, County Administrator
Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347
(850) 838-3500
lpemberton@taylorcountygov.com

3. The name, address, and telephone number of the Recipient's Project Manager responsible for administration of the program under this Agreement is:

LaWanda Pemberton, County Administrator
Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347
(850) 838-3500
lpemberton@taylorcountygov.com

4. The name, address, and telephone number of the Grant Manager for OSCA for this Agreement is:

Steven K. Updike, General Services Administrator
Office of the State Courts Administrator
500 South Duval Street
Tallahassee, FL 32399-1900
(850) 922-1184
updikes@flcourts.gov

5. The name, address, and telephone number of the Project Monitor/Circuit Liaison for this Agreement is:

Charles Hydovitz

Third Judicial Circuit of Florida
Columbia County Courthouse
173 NE Hernando Avenue, Room 408
Lake City, FL 32055
(386) 758-2164
hydovitz.charles@jud3.flcourts.org

6. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party. Updates or changes to information in this section do not require a written contract amendment and may be effective upon receipt of the other party.

G. All Terms and Conditions Included

This Agreement and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written between the parties. If any term or provision of this Agreement is legally determined unlawful or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this Agreement which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒)):

Applicable attachments: ☒ indicates the attachment applies to this Agreement.		
	Attachment #	Attachment Title
☒	Attachment A	Scope of Work/Additional Provisions
☒	Attachment B	State Fiscal Year Budget Document
☒	Attachment C	Certification Regarding Lobbying
☒	Attachment D	Compliance Monitoring and Auditing
☒	Attachment E	Contractor/Subcontractor E-Verify Registration Waiver Affidavit
☒	Attachment F	Subcontractor's E-Verify Registration Affidavit

By signing this Agreement, the parties agree that they have read and agree to the entire Agreement, as described in Paragraph III.G. above.

IN WITNESS THEREOF, the parties hereto have caused this thirteen (16) page Agreement to be executed by their undersigned officials as duly authorized.

**THE TAYLOR COUNTY FLORIDA BOARD
OF COUNTY COMMISSIONERS**

**THE FLORIDA STATE COURTS SYSTEM
OFFICE OF THE STATE COURTS ADMINISTRATOR**

**SIGNED
BY:**

NAME: Jamie English
TITLE: Chairman

DATE:

Vendor # F

**SIGNED
BY:**

NAME: Allison C. "Ali" Sackett
TITLE: State Courts Administrator

DATE:

Attachment A

Scope of Work

PART 1 – GENERAL INFORMATION

Section A – Background and Purpose

The Florida Legislature, through Chapter 2022-156, Section 7, Line 3223B, Laws of Florida, appropriated funds as grant-in-aid to the Recipient, to be used to make improvements to the Taylor County Courthouse building. This Agreement provides the method for disbursement of the appropriated funds, how the funds may be spent, sets forth requisite deliverables, performance measures, financial consequences, reporting requirements, disbursement and expenditure reconciliation, invoice terms and other conditions necessary for payment. The total appropriation amount, amounts set-aside from the appropriation for specific purposes, any use restrictions and allocation requirements are identified in the Fiscal Year Budget, Attachment B to this Agreement.

Section B – Objective

The Recipient, in consultation with the Chief Judge of the Third Judicial Circuit Court of Florida, will use the funds provided under this Agreement to make the necessary improvements to the Taylor County Courthouse.

The goals to be achieved to meet this objective are:

1. Engage the appropriate professional services firm (architect, engineer, commercial general contractor) to make any necessary recommendations and to advise or manage subcontractors.
2. To the extent feasible within existing funding, engage necessary professionals and contractors to:
 - a. Purchase and install a generator, including any necessary electrical work related to the installation.
 - b. Make improvements and repairs to building elevator(s), including, if needed, the purchase and installation of a new elevator(s).
 - c. Update and enhance building security, including, but not limited to purchase of equipment and security controls and systems.
 - d. Modifying structural components of the building necessary for the above items.
 - e. Assess the facility for any mold or other similar contaminant.
 - f. Conduct any necessary remediation and abatement.
 - g. Make improvements to ensure ADA compliance.

PART 2 – WORK REQUIREMENTS

SECTION A - PROJECT RESOURCES

The following professional services must be used on this project to ensure the objectives of the Agreement are achieved and that the state funds provided under this Agreement are protected from loss:

1. **Project Manager:** A representative of the Recipient with the responsibility and authority to manage the project within the parameters set forth by the governing body of the Recipient's organization, including review, inspection and acceptance of the work being performed; creation and/or the submission of all reports and deliverables to the OSCA, approval of all invoices, submission of draw requests for funding from the OSCA and the financial accounting of all project funds. The Project Manager will also serve as the liaison between the Recipient, any vendors/contractors, the Third Judicial Circuit, its Project Monitor, and the OSCA.
2. **Project Monitor (Circuit Representative):** A representative of the Third Judicial Circuit with the responsibility and authority to work with the Project Manager to ensure the needs and interests of the Third Judicial Circuit are met throughout the renovation. The Project Monitor may assist in the review, inspection and acceptance of the work being performed; must review, prior to submission, all reports and deliverables to the OSCA, approval of all invoices, submission of draw requests for funding from the OSCA and the financial accounting of all project funds. The Project Monitor will also serve as a liaison between the Recipient and the OSCA.

SECTION B – PROJECT PHASES

To ensure the security of the state funds provided for this project, the following tasks must be successfully completed to earn the milestone payment associated with each task or phase under this Agreement. Upon completion of each task or phase, the funds advanced to the Recipient will be deemed earned and the Recipient will be eligible for disbursement of the next advance, in accordance with the Attachment B, the Project Budget.

Repairs and upgrades to the Taylor County Courthouse:

1. **Evaluation and Estimation** – Review of the current conditions by a qualified and licensed professional appropriate for the work to be completed to determine the extent of the issues and the necessary repairs or upgrades needed. The Project Manager, Project Monitor and the OSCA will be provided an estimate or other similar documentation outlining the work to be completed.
2. **Engagement** – Engaging an appropriately licensed and insured contractor(s), or other appropriate professional(s), licensed under the provisions of the applicable Florida Statutes, to perform the repair or upgrades outlined above and in Attachment B. The contract(s) with the vendor(s) should include description of the work to be performed (incorporating the design and blueprints, if any, by reference), project plan, milestones, due dates, minimum quality and performance standards, progress payment amounts, liquidated damages, financial consequences for failure to perform or meet minimum standards, warranty and latent damages provisions.
3. **Execution of the Work** – The engaged professional(s), and any necessary subcontractor(s), performs the repair and/or upgrade work necessary and in accordance with the approved estimate and scope of contract(s). Copies of all purchase orders or other procurement documentation will be maintained and provided in regular reporting to the OSCA.
4. **Inspection and Acceptance** – All necessary inspections will be conducted, pursuant to any applicable Florida Statute or other rule, as well as inspection by the Project Manager. A "punch-list" of items that fail to meet the acceptance of the Inspector or Recipient and a reasonable schedule for the vendor to correct the deficiencies. Recipient should keep copies of all bills of lading, packing slips or other similar documentation received or generated and provide copies upon request.

SECTION C – DELIVERABLES AND FINANCIAL CONSEQUENCES

The Recipient will ensure that only the following deliverables are submitted to the OSCA:

1. **Project Plan** – A document outlining items such as the phases, activities, tasks, deliverables, deliverables acceptance plan, resources, roles and responsibilities, performance measures, monitoring activities, risk assessment and mitigation plan, procurement plan, contract management plan, stakeholder communication plan, financial management plan (including the project budget), etc. At a minimum, the Recipient will provide a project plan that includes a high-level project schedule that sets the critical path for the project. The project plan is due to the OSCA within 45 days of the execution of this Agreement and will be updated and resubmitted with all requests for a reimbursement. *Note: This deliverable must be approved by the Chief Judge and the Chair of the County Commission before it can be approved by the OSCA Grant Manager. The initial project plan can outline what changes, if any, to the project plan that may be approved by the Project Manager and Project Monitor without requiring formal approval of the Chief Judge and the Chair of the County Commission. Ensure that the necessary time to complete these reviews and approvals is factored into the Project Schedule.
2. **Monthly Project Report** – The monthly report will be submitted to the OSCA by the 15th calendar day of each month and will contain the following:
 - 2.1. An executive narrative of the current status of the project.
 - 2.2. A detail report of the activities and tasks completed during the prior month.
 - 2.3. A detailed comparison of any changes made to the Project Plan during the prior month.
 - 2.4. Update of the project budget, including cost status, expenditure status, obligated funds and fund balances. Failure to submit this deliverable by the due date will result in a liquidated damages assessment of \$50 for each day it is late from the invoice, unless additional time is granted by the OSCA Grant Administrator.
3. **Contract Package** - A package containing the signed contract(s) with the General Contractor, Electrician, Architect, Engineer or other Professional Services provider contracted to perform work associated with this Agreement. This deliverable is due within fifteen (15) calendar days of the last party signing the contract. Failure to submit this deliverable by the due date will result in a liquidated

damages assessment of \$50 for each day it is late from the invoice, unless additional time is granted by the OSCA Grant Administrator.

4. **Inspection Package** – Copies of all final inspection reports issued by the local building authority showing the approval of the work. The delivery of this package will be within fifteen (15) calendar days of the issuance of each passed inspection. Failure to submit this deliverable by the due date will result in a liquidated damages assessment of \$50 for each day it is late from the invoice, unless additional time is granted by the OSCA Grant Administrator.
5. **Acceptance Package** – Copies of the final report issued by the Project Manager recommending acceptance of the work by the Commissioners, if necessary, and the close-out letter issued to the General Contractor or other professional services provider.

Section D – Program Administration and Oversight

1. Grant Fund Management

- 1.1. All funds provided under this Agreement will be accounted for at all times.
- 1.2. Funds must be deposited in an interest-bearing account in a depository qualified under chapter 136, Florida Statutes, separate from the organizations regular operating accounts.
- 1.3. Interest earned on advanced amounts will be treated as "program income" to be used only for program activities authorized by this Agreement.
- 1.4. No handling or service charges shall be deducted from the advance amounts in the depository. Handling and service charges must be paid by the Recipient pursuant to section 219.05, Florida Statutes.
- 1.5. Any advanced amounts not necessary for expenses incurred prior to June 30, 2026, still in the possession of the Recipient must be returned to the OSCA by September 30, 2026, for return to the Legislature's General Revenue Fund pursuant to section 1(l) of the Agreement, unless otherwise specified by the OSCA. If this Agreement is renewed or extended, the above dates will be extended to match the new ending date of the Agreement.
- 1.6. Maintain a separate cash book detailing all receipts and disbursements of funds advanced to the Recipient under this Agreement pursuant to section 219.04, Florida Statutes.
- 1.7. Reconcile all accounts according to Generally Acceptable Government Accounting Standards (GAAS) on a daily basis and retain documentation of each reconciliation as required by section 219.04, Florida Statutes.
- 1.8. Ensure that all fund disbursements are made in accordance with applicable state grant laws and rules and retain documentation supporting all disbursements.
- 1.9. Expenses reimbursed from any other source are not eligible for reimbursement under this Agreement
- 1.10. Administrative and indirect costs are not reimbursable under this Agreement.
- 1.11. Funds must be used in accordance with Taylor County purchasing policies and rules.

2. Recipient Reimbursement and Invoicing

- 2.1. Funds are made available by the Florida Legislature to the OSCA in quarterly increments. If this Recipient has an identified need for an advance of funds, a request may be made to the OSCA. Advances, up to 25%, may be made for fiscally restrained counties and when otherwise justified. Prior to granting an advance, the OSCA must receive the necessary approval of the Department of Financial Services. Otherwise, funds will be paid to the Recipient upon submission of an invoice and proof of completion of each task/phase. Funds are considered earned upon successful completion of each task/phase.
- 2.2. Grant funds may only be used to provide the services identified in Attachment A to this Agreement.
- 2.3. Expenses reimbursed from any other source are not eligible for reimbursement under this Agreement.

- 2.4. Invoices with all supporting documentation sufficient to perform a pre-audit and post audit must be submitted by the 15th of each month for the expenditures incurred during the prior month. Invoices must include:

- 2.4.1. The reports identified in Section C of this attachment.
- 2.4.2. Details showing the quantity, unit cost and extended costs of the items or services purchased and proof of payment.
- 2.4.3. A certification statement that the "Expenses being submitted for reimbursement are true and accurate expenditures incurred while providing the services required under our Agreement. All services were provided in accordance with the terms and conditions of the Agreement and have not been and will not be reimbursed by any other source."

PART 3 – SUPPORTING INFORMATION

Section A – Dual/Multiple Funding Source Billing

No expense submitted for reimbursement under this Agreement may also be submitted to any other funding source for reimbursement. The OSCA reserves the right to verify that this practice is not being used by the Recipient. Dual or multiple billings will result in the expense being disallowed and the Recipient will be required to return any disallowed expenses. Failure to repay the disallowed amounts will result in the OSCA filing a claim with the Department of Financial Services for an offset of any future amounts disbursed to the Recipient, regardless of the source.

Section B – Pooled Funding

If the Recipient receives funding for any services identified in this Agreement from multiple sources and intends to pool all funds to pay for the delivery of services, in addition to the requirements identified in Part 2, Section D, the Recipient must also submit an expense allocation plan that proportionally allocates the total cost of the service across all funding providers, based on the percentage of the funds provided by each funding source.

Section C – State Funds

The funds for this Agreement are from an award of state funds provided by the Florida Legislature. A CSFA number for this Agreement will be assigned and provided to the Recipient, Project Manager and Project Monitor.

ATTACHMENT B - AGREEMENT BUDGET*

Budget Summary

State Fiscal Year	Funds Available	Funds Expended	Funds Balance
2022/2023	\$510,000.00	\$0.00	\$510,000.00
Total	\$510,000.00	\$0.00	\$510,000.00

Funds were appropriated in the aid to the fixed capital outlay category.

Detail of specific projects, task and work to be completed along with corresponding set-aside of the total Budget and expenditures to date.

Project/Task	Total Estimated Cost	Expenditures to Date

Monthly Expenditures (to be updated and expanded as needed)

Period	Monthly Expense Amount	Total Expenditures
January 2023		
February 2023		
March 2023		
April 2023		
May 2023		
June 2023		
July 2023		
August 2023		
September 2023		
October 2023		

Agreement Number _____

November 2023		
December 2023		

*The Budget will be updated monthly and will become part of this Agreement without the need for a formal amendment. The Recipient may modify the form and format of the Budget to best reflect the project and work to be completed, with prior approval of the OSCA. The initial Budget and subsequent updates require approval of both the County Commission Chair and Chief Judge.

Attachment C

Certification Regarding Lobbying
For Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence the Governor, an employee of the Executive office of the Governor, a member of the Florida Legislature, an officer or employee of the Legislature, a justice, judge, officer or employee of the Judicial Branch of Florida, an officer or an employee of any state or federal government agency in connection with the awarding of any state or federal contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence Governor, an employee of the Executive office of the Governor, a member of the Florida Legislature, an officer or employee of the Legislature, a justice, judge, officer or employee of the Judicial Branch of Florida, an officer or an employee of any state or federal government agency in connection with this state contract, grant, loan, or cooperative agreement, the undersigned shall disclose such relationship to the OSCA Grant Manager.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

By: _____ Date: _____

Attachment D

COMPLIANCE MONITORING AND AUDITING

The administration of resources awarded by the Florida Legislature, administered by the Office of the State Courts Administrator, to the Recipient will be subject to audits or monitoring by the OSCA, as described in this section. Although the OSCA is not a state awarding agency under the Florida Single Audit Act (Act), the state funds awarded under this Contract will be treated as state financial assistance subject to the provisions of the Act as outlined herein.

MONITORING

In addition to reviews of audits conducted, monitoring procedures may include, but not be limited to, on-site visits by the OSCA staff, limited scope compliance, financial or performance audits, or other monitoring methods. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the OSCA. In the event the OSCA determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the OSCA staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OSCA, the Supreme Court Inspector General, the Chief Financial Officer (CFO) or the Auditor General.

AUDITS

PART I: STATE FUNDED AGREEMENTS

1. In the event that the Recipient expends a total amount of state funds equal to or in excess of \$500,000.00 in any fiscal year of such Recipient, the OSCA requires the Recipient to have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment A, Part 3, Section D and Attachment E, Exhibit 1 to this Agreement indicates state funds awarded by the Florida Legislature through the OSCA by this Agreement. In determining the state funds expended in its fiscal year, the Recipient shall consider all sources of state funds, including state funds received from the OSCA, other state agencies, and other non-state entities. State funds do not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as specified in section 215.97(2), Florida Statutes, and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000.00 in state funds in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000.00 in state funds in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

PART II: REPORT SUBMISSION

1. Copies of financial reporting packages required by PART I of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - A. The OSCA at the following address:
Office of the State Courts Administrator
General Services Unit
Supreme Court Building
500 S. Duval Street
Tallahassee, Florida 32399-1900
 - B. The Auditor General's Office at the following address:
Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee access to such records upon request. The Recipient shall ensure that audit working papers are made available to the OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the OSCA.

Attachment E

CONTRACTOR/SUBCONTRACTOR E-VERIFY REGISTRATION WAIVER AFFIDAVIT

I, _____, am the owner or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business entity that I am aware of the requirement in section 448.095(2)(a), Florida Statutes, that every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Business Entity Legal Name: _____
 Business Entity Legal Address: _____
 Business Entity Taxpayer Identification Number: _____

I hereby certify that my business entity is not engaged as an "employer" who hires individuals as an "employee" to perform labor or services in exchange for a salary, wages or other remuneration requiring the completion and submission of the U.S. Citizenship and Immigration Services Form I-9, "Employment Eligibility Verification".

My business entity does not pay employee salaries or wages, does not collect federal withholding taxes from any salaries or wages for submission to the Internal Revenue Service, has no power to dictate or control an individual's work duties and obligations, and does not supervise employees of subcontractors.

For the reasons stated above, my business entity is not eligible to register with and cannot use the Department of Homeland Security E-Verify System.

By signing this affidavit, I agree not to hire employees who are not authorized to be employed in the United States pursuant to 8 U.S.C. s. 1324a(h)(3) at the time of employment or at any time throughout the term of the employment. I further acknowledge that I will notify the Contract Manager within ten (10) calendar days of any change in business entity status as an employer. I further acknowledge that the failure to make the appropriate notifications will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

 Sole Proprietor/Authorized Representative

 Printed Name
 STATE OF _____
 COUNTY OF _____

Sworn to (or Affirmed) and Subscribed Before Me By
 Means of ☐ Physical Presence or ☐ Online Notarization
 this _____ day of _____, 202____,
 by _____, Who
☐ Is Personally Known to Me or ☐ Produced Identification.

Type of Identification Produced: _____

 Signature of Notary Public

 Printed Name of Notary Public Administering Oath Pursuant to section 117.10, Florida Statutes

Attachment F

SUBCONTRACTOR'S E-VERIFY REGISTRATION AFFIDAVIT

I, _____, am the owner or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware of the requirement in section 448.095(2)(a), Florida Statutes, that every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Business Entity Legal Name: _____
Business Entity Legal Address: _____
Business Entity Taxpayer Identification Number: _____

I hereby certify that my business entity is considered an "employer", has registered with and uses the Department of Homeland Security E-Verify System. Proof of registration is attached to this affidavit.

My business entity does not hire and agrees not to hire employees who are not authorized to be employed in the United States pursuant to 8 U.S.C. s. 1324a(h)(3) at the time of employment or at any time throughout the term of the employment.

By signing this affidavit, I agree to maintain an active E-Verify registration throughout the term of my subcontract and that I will notify the Contract Manager within ten (10) calendar days of any change in business entity status as an employer. I further acknowledge that the failure to make the appropriate notifications will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

STATE OF _____
COUNTY OF _____

Sworn to (or Affirmed) and Subscribed Before Me By
Means of ☐ Physical Presence or ☐ Online Notarization
this _____ day of _____, 202____,
by _____, Who
☐ Is Personally Known to Me or ☐ Produced Identification.

Type of Identification Produced: _____

Signature of Notary Public

Printed Name of Notary Public Administering Oath Pursuant to section 117.10, Florida Statutes



QUOTE

Please Submit Purchase Orders and Disbursement Orders to: sales@wmscom.com
 Williams Communications, Inc | 5046 Tennessee Capital Blvd | Tallahassee, FL 32303
 Josh Franklin | jfranklin@wmscom.com

Quote #	OPP0000262	Date	1/6/2023
Customer #	C000000373	Phone	
Contact		Email	
Client PO#		Cell	
Address	Taylor Co Fire-Rescue Attn: Chief Dan Cassel 501 Industrial Park Dr Perry FL 32348	Ship To	Taylor Co Fire-Rescue Attn: Chief Dan Cassel 501 Industrial Park Dr Perry FL 32348

COMPANY PROPRIETARY & CONFIDENTIALITY

Description	QTY	Client Price	Ext. Total
Mobile-Harris XL185M-Single Band	4.00	\$2,823.10	\$11,292.40
Feature-P25 Phase 2 TDMA	4.00	\$185.00	\$740.00
Feature-XL185M-OTAR	4.00	\$462.50	\$1,850.00
Feature-XL185-Encryption-256 AES/64 DES	4.00	\$555.00	\$2,220.00
Feature-XL185-700/800 MHz-Single Band	4.00	\$0.01	\$0.04
Feature Pkg-XL185-P25 & EDACS Trunking	4.00	\$1,628.00	\$6,512.00
Cabinet- XL185M Desktop	4.00	\$481.00	\$1,924.00
CABLE, POWER, Y-SPLIT, DESKTOP	4.00	\$129.50	\$518.00
Cable-XL185M-Ethernet-45CM	4.00	\$11.84	\$47.36
Mic-XL185M-Mobile-Desktop	4.00	\$181.30	\$725.20
Cable-XL185M-Desktop Accessory	4.00	\$185.00	\$740.00
Bracket-Remote Mount-XL185M Control Head	4.00	\$50.32	\$201.28
Ante-Element-Harris-700/800-3db-Closed	4.00	\$74.00	\$296.00
Speaker-XL185M-Mobile External	4.00	\$44.40	\$177.60
Cable-Harris XL Mobile Speaker Accy	4.00	\$88.80	\$355.20
Control Unit-Harris XL185M-XLCH	4.00	\$1,221.00	\$4,884.00
Control Station Installation	4.00	\$2,871.71	\$11,486.84
Mobile-Harris XL185M-Single Band	9.00	\$2,823.10	\$25,407.90
Feature-P25 Phase 2 TDMA	9.00	\$185.00	\$1,665.00
Feature-XL185M-OTAR	9.00	\$462.50	\$4,162.50

Feature-XL185-Encryption-256 AES/64 DES	9.00	\$555.00	\$4,995.00
Feature-XL185-700/800 MHz-Single Band	9.00	\$0.01	\$0.09
Feature Pkg-XL185-P25 & EDACS Trunking	9.00	\$1,628.00	\$14,652.00
Install Kit-Harris XL185M Mobile	9.00	\$366.30	\$3,296.70
Mic-Mobile-Harris XL185M-Standard	9.00	\$77.70	\$699.30
Ante-Element-Harris-700/800-3db-Closed	9.00	\$74.00	\$666.00
Ante Base-Harris-STD Roof Mt-Low Loss	9.00	\$59.20	\$532.80
Speaker-XL185M-Mobile External	9.00	\$44.40	\$399.60
Cable-Harris XL Mobile Speaker Accy	9.00	\$88.80	\$799.20
Control Unit-Harris XL185M-XLCH	9.00	\$1,221.00	\$10,989.00
SOF Radio Install-Rmt at Customer Site	9.00	\$1,021.00	\$9,189.00
Port-L3H-XL185P-7/800-FKP-Blk-LTE	16.00	\$1,816.70	\$29,067.20
Operation-XL185-Load NIFOG Personality	16.00	\$0.01	\$0.16
Feature-XL185P-P25 OTAR(Over Air Rekey)	16.00	\$462.50	\$7,400.00
Feature-P25 PHASE 2 TDMA	16.00	\$185.00	\$2,960.00
Feature-Encryption-256-AES/64-DES ECP	16.00	\$555.00	\$8,880.00
Feature-Pkg-P25 Trunking & EDACS Trk	16.00	\$1,628.00	\$26,048.00
Feature-Single Band-7/800	16.00	\$0.01	\$0.16
Battery-XL Series-Li-Ion 3100 MAH	32.00	\$111.00	\$3,552.00
Ante-Harris-XL Whip 1/2 Wv-762/870M	16.00	\$33.30	\$532.80
Mic-Spk-Harris REVO NC2-XL185P-C1D2	16.00	\$140.60	\$2,249.60
Belt Clip-Harris XL Series-Metal	16.00	\$22.20	\$355.20
Charger-Harris XL185P-Desk 1 Bay	16.00	\$148.00	\$2,368.00
SLERS Radio Programming Services	16.00	\$83.02	\$1,328.32
Port-XL200P-Full Key-Blk-LTE-NA Upgraded	5.00	\$2,338.40	\$11,692.00
Operation-XL200-Load NIFOG Personality	5.00	\$0.01	\$0.05
Feature-XL-P25 OTAR OverTheAir-Rekeying	5.00	\$462.50	\$2,312.50
Feature-XL200-P25 Phase 2 TDMA	5.00	\$185.00	\$925.00
Feature-XL200-Encryption-256-AES 64-DES	5.00	\$555.00	\$2,775.00
Feature Pkg-XL200-P25 Trunking/EDACS Trk	5.00	\$1,628.00	\$8,140.00
Feature Pkg-XL200-Freq Bands VHF/7/800	5.00	\$814.00	\$4,070.00
Battery-Harris-XL Series-Li-Ion-3100 mAh	10.00	\$111.00	\$1,110.00
Ante-Harris XL-Flex Helical 136/870M	5.00	\$81.40	\$407.00

WCI provides a variety of batteries & chargers for LMR Radios through the Federal NASPO discounted pricing.

May we send you a quote today?

Quote prices good for thirty calendar days. Quote does not include any applicable sales tax.

Custom ordered parts and speciality items are non-refundable. All other items are subject to a 30% restocking fee.

| | ,



WILLIAMS
COMMUNICATIONS, INC
WIRELESS TECHNOLOGIES

QUOTE

Mic-Spk-Harris XL Series REVO NC2-C1D2	5.00	\$140.60	\$703.00
Belt Clip- Harris XL Series Metal	5.00	\$22.20	\$111.00
Charger-Harris XL Series-Desk 1 Bay	5.00	\$148.00	\$740.00
SLERS Radio Programming Services	5.00	\$83.02	\$415.10
	Shipping & Handling:		-
	Tax:		-
	Client Total:		\$239,566.10

Florida-Sourcewell/L3Harris Public Safety Contract #042021-L3H

WCI provides a variety of batteries & chargers for LMR Radios through the Federal NASPO discounted pricing.

May we send you a quote today?

Quote prices good for thirty calendar days. Quote does not include any applicable sales tax.

Custom ordered parts and speciality items are non-refundable. All other items are subject to a 30% restocking fee.

| | ,

**The Department of Homeland Security
Notice of Funding Opportunity
Fiscal Year 2022 Assistance to Firefighters Grant Program**

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that had an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process.

UEI registration information is available on GSA.gov at [Unique Entity Identifier Update | GSA](#).

Grants.gov registration information can be found at:

<https://www.grants.gov/web/grants/register.html>. Detailed information regarding UEI and SAM is also provided in [Section D](#) of this NOFO.

Table of Contents

A.	Program Description.....	3
1.	Issued By.....	3
2.	Assistance Listings Number	3
3.	Assistance Listings Title	3
4.	Funding Opportunity Title	3
5.	Funding Opportunity Number.....	3
6.	Authorizing Authority for Program	3
7.	Appropriation Authority for Program	3
8.	Announcement Type.....	3
9.	Program Category	3
10.	Program Overview, Objectives, and Priorities	3
11.	Performance Measures.....	4
B.	Federal Award Information	5
1.	Available Funding for the NOFO: \$324 million.....	5
2.	Projected Number of Awards: 2,000	5
3.	Period of Performance: 24 months	5
4.	Projected Period of Performance Start Date(s): N/A	6
5.	Projected Period of Performance End Date(s): N/A	6
6.	Funding Instrument Type: Grant	6
C.	Eligibility Information.....	6
1.	Eligible Applicants.....	6
2.	Applicant Eligibility Criteria	7
3.	Other Eligibility Criteria	7
4.	Maintenance of Effort (MOE)	8
5.	Cost Share or Match.....	8
D.	Application and Submission Information.....	9
1.	Key Dates and Times	9
2.	Agreeing to Terms and Conditions of the Award	10

3.	Address to Request Application Package	10
4.	Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application	11
5.	Electronic Delivery	12
6.	How to Register to Apply	12
7.	Submitting the Final Application.....	14
8.	Timely Receipt Requirements and Proof of Timely Submission	14
9.	Content and Form of Application Submission.....	14
10.	Funding Restrictions and Allowable Costs.....	16
E.	Application Review Information.....	20
1.	Application Evaluation Criteria	20
2.	Review and Selection Process	21
F.	Federal Award Administration Information.....	24
1.	Notice of Award.....	24
2.	Difference between Application Request and Award.....	24
3.	Turndown Notifications.....	24
4.	Administrative and National Policy Requirements.....	24
5.	Reporting.....	27
6.	Monitoring and Oversight.....	30
G.	DHS Awarding Agency Contact Information	31
1.	Contact and Resource Information	31
2.	Systems Information	32
H.	Additional Information.....	32
1.	FEMA Financial Assistance Programs for Infrastructure.....	32
2.	Termination Provisions.....	34
3.	Program Evaluation	35
4.	Period of Performance Extensions.....	35
5.	Disability Integration	36
6.	Conflicts of Interest in the Administration of Federal Awards or Subawards.....	37
7.	Procurement Integrity	38
8.	Record Retention	42
9.	Actions to Address Noncompliance.....	43
10.	Audits.....	44
11.	Payment Information	46
12.	Whole Community Preparedness.....	46
13.	Appendix A – FY 2022 AFG Program Updates.....	47
14.	Appendix B – Programmatic Information and Priorities	49
15.	Appendix C – Award Administration Information	79

A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.044

3. Assistance Listings Title

Assistance to Firefighters Grant (AFG)

4. Funding Opportunity Title

Fiscal Year 2022 Assistance to Firefighters Grant (AFG)

5. Funding Opportunity Number

DHS-22-GPD-044-00-98

6. Authorizing Authority for Program

Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

7. Appropriation Authority for Program

Title III, Division F of the *Department of Homeland Security Appropriations Act, 2022* (Pub. L. No. 117-103)

8. Announcement Type

Initial

9. Program Category

Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities

a. *Overview*

The Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program has awarded approximately \$8.1 billion in grant funding to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. Since FY 2018, the AFG Program has awarded more than 600 fire apparatuses, 102,000 personal protective equipment items, and 124,000 other fire equipment to over 3,800 unique recipients. During the same period, the AFG Program awarded 588 recipients approximately \$90 million to modify department facilities or implement wellness and fitness

priorities to protect firefighter health. Information about success stories for this program can be found at [Assistance to Firefighters Grants Program | FEMA.gov](#).

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the AFG Program supports the goal to Strengthen Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant's need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The [2022-2026 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG Program directly supports Goal 3 to Promote and Sustain a Ready FEMA and Prepared Nation. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

In 2021, the National Fire Protection Association (NFPA) published a needs assessment survey, highlighting challenges that departments across the nation faced with a lack of equipment, training, and health programs. The results revealed nearly two-thirds of departments have firefighters wearing personal protective clothing that is 10 years old or older; 21% of department personnel who perform emergency medical services have no certifications; 72% of fire departments do not have programs to maintain basic firefighter fitness and health; and nearly three-quarters (73%) of all fire departments in the U.S. do not have a behavioral health program. The needs assessment underscores the widespread lack of equipment, training, and health programs required for the life and safety of emergency personnel. The AFG Program seeks to meet those needs and bring such entities into compliance with industry standards.

b. Objectives

The objectives of the AFG Program are to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

c. Priorities

Information on program priorities and objectives for the FY 2022 AFG Program can be found in [Appendix B – Programmatic Information and Priorities](#).

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the

awarded grant in supporting AFG Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects and activities needed and requested in its application with the number acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of AFG Program personal protective equipment (PPE) recipients who equipped 100% of on-duty active members with PPE in compliance with applicable NFPA and Occupational Safety and Health Administration (OSHA) standards.
- Percentage of AFG Program equipment recipients who reported that the grant award brought them into compliance with either state, local, NFPA or OSHA standards.
- Percentage of AFG Program grant recipients who reported having successfully replaced their fire vehicles in accordance with industry standards.
- Percentage of AFG Program training recipients who reported that the grant award allows their members to achieve firefighter training level I and firefighter training level II within one year of coming into service.
- Percentage of AFG Program wellness and fitness recipients who reported that the grant award allows their members to achieve minimum physical and/or mental operational readiness requirements through tailored health-related fitness programs.
- Percentage of AFG Program grant recipients for modifications to facilities projects who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards on housing and readiness posture.

B. Federal Award Information

- | | |
|------------------------------------|----------------------------------|
| 1. Available Funding for the NOFO: | \$324 million¹ |
| 2. Projected Number of Awards: | 2,000 |
| 3. Period of Performance: | 24 months |

While all recipients are expected to complete the awarded activities within the period of performance specified in the award package, extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to [Section H](#).

¹ Note that this figure differs from the total amount appropriated under the *Title III, Division F of Department of Homeland Security Appropriations Act, 2022*, Pub. L. No. 117-103. In this FY 2022 AFG Program NOFO, percentages of “available grant funds” refers to the total amount appropriated—\$360,000,000—by Pub. L. No. 117-103 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). A portion of these “available grant funds” will be allocated to the Fire Prevention and Safety (FP&S) Program, which will have a separate NOFO and application period. \$36,000,000 will be allocated to FP&S for FY 2022.

FEMA awards under most programs, including this program, only include one budget period, so it will be the same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

4. Projected Period of Performance Start Date(s): N/A²
5. Projected Period of Performance End Date(s): N/A
6. Funding Instrument Type: Grant

C. Eligibility Information

1. Eligible Applicants

- **Fire Departments:** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,³ or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.
- **Nonaffiliated EMS organizations:** Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,² or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program:
 - Clinics;
 - Medical centers;
 - Medical college or university;
 - Infirmary;
 - Surgery centers; and
 - Any other institution, association, or foundation providing medical, surgical or psychiatric care and/or treatment for the sick or injured.

² FEMA funds AFG Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

³ The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974. *See* 15 U.S.C. § 2203(10).

- ***State Fire Training Academies:*** An SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.³ Applicants must be designated either by legislation or by a Governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.
- ***Non-federal airport and/or port authority fire or EMS organizations*** are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: *1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.*

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and *provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.*

2. Applicant Eligibility Criteria

The FY 2022 AFG Program has three activities:

- Operations and Safety;
- Vehicle Acquisition; and
- Regional Projects.

Each activity has its own eligibility requirements. These requirements are outlined in [Appendix B](#)– Programmatic Information and Priorities.

3. Other Eligibility Criteria

a. *National Fire Incident Reporting System (NFIRS)*

Although NFIRS reporting is not a requirement to apply for AFG Program funding, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period of performance covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the end of the 24-month

performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

Note: Although data collection is an important tool for understanding and justifying assistance, participation in other data sources (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

b. *National Incident Management System (NIMS)*

AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. However, any applicant who receives an FY 2022 AFG Program award must achieve the level of [NIMS compliance](#) required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

4. *Maintenance of Effort (MOE)*

Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG Program grant is awarded. In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance is at least 80% or more of the average of what the applicant spent on such costs for those activities in fiscal years 2020 and 2021. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO at a level that at least 80% or more of the average of what the applicant spent on such costs for those activities in fiscal years 2020 and 2021.

5. *Cost Share or Match*

Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C. § 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG Program award in an amount equal to not less than 15% of the federal funds awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5% of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10% of the grant awarded;
- When serving a jurisdiction of more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 15% of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of

the state. The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the host and participating partner organizations that execute a Memorandum of Understanding (MOU) as described in [Appendix B: Regional Applications](#).

FEMA has developed a cost share calculator tool to assist applicants with determining their cost share. The cost share tool is available at:

<https://www.fema.gov/grants/preparedness/firefighters/assistance-grants>.

Types of Cost Share

- i. **Cash (Hard Match):** Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional).
- ii. **Trade-In Allowance/Credit:** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.
- iii. **In-kind (Soft Match):** In-kind cost share is not allowable for the AFG Program.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

Economic Hardship Waivers

The FEMA Administrator may waive or reduce recipient cost share or Maintenance of Effort (MOE) requirements in cases of demonstrated economic hardship. Please see [Appendix C – Award Administration Information](#) for additional information.

D. Application and Submission Information

1. Key Dates and Times

- a. **Application Start Date:** 01/09/2023 at 8:00 a.m. ET
- b. **Application Submission Deadline:** 02/10/2023 at 5:00 p.m. ET

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in [Section D.9](#) of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in [Section G](#) of this NOFO, "DHS Awarding Agency Contact Information." For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8 a.m.– 6 p.m. Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the AFG Program Helpdesk at 866-274-0960 or by e-mail at FireGrants@fema.dhs.gov. The AFG Program Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

- c. **Anticipated Funding Selection Date:** No later than April 30, 2023
- d. **Anticipated Award Date:** Beginning on approximately April 30, 2023 and continuing thereafter until all FY 2022 AFG Program grant awards are issued (but no later than September 30, 2023).
- e. **Other Key Dates**

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is (800) 462-7585.

4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with login.gov;
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>;
- f. Submit the complete application in FEMA GO; and
- g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to

receiving a federal award, the applicant must notify FEMA as soon as possible by contacting FireGrants@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity. **For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.**

6. How to Register to Apply

a. *General Instructions:*

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, an active System for Award Management (SAM) registration and FEMA GO account to apply for grants.

b. *Obtain an UEI Number:*

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to [Sam.gov](https://sam.gov).

c. *Obtain Employer Identification Number*

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

d. *Create a login.gov account:*

Applicants must have a login.gov account to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to <https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

e. *Register with SAM:*

All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM, refer to <https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220 Monday through Friday, 8 AM - 8 PM ET.

f. *Register in FEMA GO, Add the Organization to the System, and Establish the AOR:*

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration

may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

7. Submitting the Final Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in [Section D.9](#) of this NOFO “Content and Form of Application Submission.” The Standard Forms (SF) may be accessed in the Forms tab under the [SF-424 family on Grants.gov](#). Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under [Section D.9](#) of this NOFO.

8. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

9. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see [Section D.10](#) of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in [Section G](#) of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

b. Program-Specific Required Forms and Information

For program-specific required and optional forms and information, please see the Appendices to this NOFO.

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant’s and their community’s uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the AFG Program to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant’s needs assessment report, survey, or any documented other efforts undertaken to identify the applicant’s unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant’s unique needs in alignment with their mission and AFG grant purpose;
- Additional information or evidence detailing the applicant’s particular risks; and
- Any other information deemed necessary to adequately weigh the applicant’s assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The narrative statement blocks do not allow for formatting. Do not type the narrative statements using only capital letters. Additionally, do not include tables, special characters, or fonts (e.g., quotation marks, bullets), or graphs. Space for the narrative statements is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

10. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. To be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, FEMA Policy #405-143-1](#) or superseding document.

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards . Effective August 13, 2020](#), FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see Appendix C for details. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work.

Note: FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See [Appendix C](#) for further information regarding grant writer fees and the "Additional Information" section of this NOFO for general procurement under grants requirements.

c. *Management and Administration (M&A) Costs*

M&A activities are those directly related to the management and administration of the AFG award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for reimbursement. No more than 3% of the federal share of AFG Program funds awarded may be expended by the recipient for M&A for purposes associated with the AFG Program award.

d. *Indirect Facilities & Administrative (F&A) Costs*

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FireGrants@fema.dhs.gov for further instructions. Post-award requests to charge indirect

costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

e. **Other Direct Costs**

- **Construction:** Construction costs are **not eligible** under the AFG Program. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in Appendix A: Funding Priorities, are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered “construction” for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.
- **Fire Departments and Nonaffiliated EMS organizations funding restrictions**
The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG Program award is limited to the maximum amounts set by § 33(c)(2) of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: (1) population served and (2) a 1% aggregate amount of available grant funds.

The population of the jurisdiction served by the recipient will determine the maximum amount of AFG Program funding a recipient is eligible to receive but no recipient may receive an award that exceeds 1% of available grant funds in FY 2022, or \$3.2 million. FEMA may waive this aggregate cap in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population.

The following table explains the maximum funding that a recipient may receive in FY 2022:

Population of the jurisdiction	Maximum award in FY 2022	Statutory waiver available subject to extraordinary need?
100,000 or fewer people	No more than \$1 million	None available
100,001 – 500,000 people	No more than \$2 million	None available
500,001 – 1,000,000 people	No more than \$3 million	None available
1,000,001 – 2,500,000 people	No more than \$3.2 million	Yes, but no more than \$6 million
More than 2,500,000 people	No more than \$3.2 million	Yes, but no more than \$9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, then the host has met their cap and is no longer eligible for additional funds under the AFG Program.

- **Allocations and Restrictions of Available Grant Funds by Organization Type**
 - **Fire Departments:** Not less than 25% of available grant funds shall be awarded to career, combination, or volunteer department types (total of 75 percent).
 - **Nonaffiliated EMS Organizations:** Not more than 2% of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
 - **Emergency Medical Services Providers:** Not less than 3.5% of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
 - **State Fire Training Academy:** Not more than 3% of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than \$500,000 of available federal grant funds may be awarded per SFTA applicant.
 - **Vehicles:** Not more than 25% of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10% of the total vehicle funds for ambulances.
 - **Micro Grants:** The selection of the voluntary Micro Grant option (cumulative federal funding of \$50,000) for eligible High Priority Operations and Safety activities does not impact an applicant's request or participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle Acquisition or Regional project. Of the 25% allocated to each of the career, combination, and volunteer departments, FEMA will aim to fund no less than 25% of the allocation for Micro Grants.

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

Funding priorities and programmatic criteria for evaluating AFG Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The nine major fire service organizations represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for

awarding grants. The FEMA Administrator reviews and approves the CDP's recommendations. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of government-wide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal awards.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. *Supplemental Financial Integrity Criteria and Review*

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iv. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. *Review and Selection Process*

AFG Program applications are reviewed through a multi-phase process. All applications are

electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this funding notice.

Applications with the highest pre-score rankings are then scored competitively by no less than three members of a Peer Review Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-Scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in [Appendix B](#) and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. “Request Details” and “Budget” information should comply with program guidance and statutory funding limitations. The pre-score is half of the total application score.

ii. Peer Review Panel Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is composed of fire service representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application’s merits based on the narrative statement on the requested activity. The evaluation elements listed in the “Narrative Evaluation Criteria” below will be used to calculate the narrative’s score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is half of the total application score.

iii. Narrative Evaluation Criteria

The Narrative Statements must provide specific details about the activity for which the applicants seek funding. Applicants must explain how the proposed activity(ies) relate to the Operations and Safety Activity or the Vehicle Acquisition Activity. FEMA reviews and compares applications for **duplication including narratives and statistical data**. Therefore, all elements of the Narrative Statements must be original, and **all statistical data must be accurate**. Applications with narratives that have substantial copying of sentences or paragraphs **and/or inaccurate data** that may mislead reviewers may be disqualified. Falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

a. Financial Need (25%)

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. The financial need statement should include

details describing the applicant's financial distress, such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

b. Project Description and Budget (25%)

The Project Description and Budget statement should clearly explain the applicant's project objectives and their relationship to the applicant's budget and risk analysis. The applicant should describe various activities, including program priorities or facility modifications, ensuring consistency with project objectives, the applicant's mission, and national, state, and/or local requirements. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

c. Cost Benefit (25%)

Applicants should describe how they plan to address the operational and personnel safety needs of the organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

d. Statement of Effect on Operations (25%)

The Statement of Effect on Operations should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will improve daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

iv. Technical Evaluation Process (TEP)

The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility and recipient responsibility prior to recommending any application for award. Requests may be recommended for partial funding based on findings made during this assessment.

Once the TEP is complete, each application's cumulative score will be determined,

and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in [Appendix B](#): Restrictions on Use of Award Funds.

F. Federal Award Administration Information

In addition to the language below, please see [Appendix C](#) to this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligor Document. An email notification of the award package will be sent through FEMA's grant application system to the Authorized Organization Representative (AOR) that submitted the application.

Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

2. Difference between Application Request and Award

During the review process for an AFG Program award, FEMA may modify the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any such differences under the Approved Scope of Work section.

3. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2022 AFG Program award with a turndown notification.

4. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. *Environmental Planning and Historic Preservation (EHP) Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See [Executive Order \(EO\) 14030, Climate-Related](#)

Financial Risk and FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs (Interim).

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at <https://www.fema.gov/media-library/assets/documents/90195>. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at <https://www.fema.gov/media-library/assets/documents/85376>.

All modifications to facility activities, and any renovation to facilities that would qualify as a modification to a facility supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP review. Some Equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling Self-Contained Breathing Apparatus (SCBA)
- Air quality systems
- Fire/smoke/carbon monoxide alarm systems for the facility (life safety)
- Generators (fixed)
- Sprinklers
- Vehicle exhaust systems (fixed)
- Washer/dryer/extractor
- Fixed communications antennas onto a building
- Building renovations such as removal of walls or installation of electrical or water lines
- Training/exercises in natural settings such as rope or swift water
- LED signs

- Any scope of work that involves ground disturbances

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes
- Management, administrative, or personnel actions
- Classroom-based training
- Acquisition of mobile and portable equipment (not involving installation) on or in a building, and does not require a storage area to be constructed
- Purchase of PPE and/or SCBA

d. *Federal Flood Risk Management Standard*

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach.

5. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. *Financial Reporting Requirements*

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA. Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>

Recipients must file the FFR electronically using FEMA GO.

II. FFR REPORTING PERIODS AND DUE DATES

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. *Programmatic Performance Reporting Requirements*

i. PROGRAMMATIC PERFORMANCE REPORT (PPR)

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO.

The PPR should include:

- A brief narrative of overall project(s) status
- A summary of project expenditures
- A description of any potential issues that may affect project completion

ii. PPR PERIODS AND DUE DATES

The following reporting periods and due dates apply for the PPR:

- No later than July 30 (for the period January 1 – June 30)
- No later than January 30 (for the period July 1 – December 31)

c. *Closeout Reporting Requirements*

i. CLOSEOUT REPORTING

Within 120 days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original period of performance ends, recipients must liquidate all financial obligations and must submit the following:

- i. The final request for payment, if applicable;
- ii. The final FFR (SF-425);
- iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance and
- iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. *Additional Reporting Requirements*

i. **DISCLOSING INFORMATION PER 2 C.F.R. § 180.335**

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals

falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10 million for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at <https://www.gao.gov/yellowbook/overview>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>.

6. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. *AFG Program Office Contact*

The AFG Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8 a.m. to 4:30 p.m. ET, Monday through Friday.

b. *Centralized Scheduling and Information Desk (CSID)*

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grant stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9 a.m.– 5 p.m. ET.

c. *Grant Programs Directorate (GPD) Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. *FEMA Regional Offices*

Each FEMA region has Fire Program Specialists who can assist applicants with application information, award administration, and technical assistance. FEMA Regional Office contact information is available at <https://www.fema.gov/grants/preparedness/firefighters/regional-contacts>.

e. *Equal Rights*

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. *Environmental Planning and Historic Preservation*

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. *Systems Information*

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8 a.m. – 6 p.m. ET.

H. Additional Information

1. *FEMA Financial Assistance Programs for Infrastructure*

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

After FEMA's General Applicability Public Interest waiver expires on Jan. 1, 2023 (or is otherwise extended), none of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

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

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- 1) Applying the domestic content procurement preference would be inconsistent with the public interest;
- 2) The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- 3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure](#).

Definitions

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States: means the following for:

- 1) **Iron and steel:** All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) **Manufactured products:** The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- 3) **Construction Materials:** All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States

2. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a

Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also [Section H.8](#) "Actions to Address Noncompliance" in this NOFO.

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

3. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

4. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Fire Program Specialist or Program Analyst as needed when preparing an extension request.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;

- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than six months.

Example: Recipients may request an extension when an equipment order was placed during the POP but factors beyond the recipient's control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing POP; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe or where other extenuating circumstances warrant a brief extension.

5. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach, and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

6. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities,

must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

7. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus

area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. See 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as [section D.10.a of the NOFO](#) regarding prohibitions on covered telecommunications equipment or services.

b. *Competition and Conflicts of Interest*

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;

- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. *Supply Schedules and Purchasing Programs*

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

1. *GENERAL SERVICES ADMINISTRATION SCHEDULES*

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and

effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Fire Program Specialist or Program Analyst.

d. **Procurement Documentation**

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

8. **Record Retention**

a. **Record Retention Period**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).

- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate.** See 2 C.F.R. § 200.334(f).

b. *Types of Records to Retain*

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications;
- Solicitations;
- Competitive quotes or proposals;
- Basis for selection decisions;
- Purchase orders;
- Contracts;
- Invoices; and
- Canceled checks.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

For any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. *Actions to Address Noncompliance*

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention;
- Failure to follow the procurement under grants requirements;
- Failure to submit closeout documents in a timely manner;
- Failure to follow EHP requirements and
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO,

and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see [Section F.8](#) of this NOFO under the header “Single Audit Report” within the subsection “Additional Reporting Requirements”.

The objectives of single audits are to:

- Determine whether financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine whether the entity complied with applicable laws, regulations and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor’s possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity’s compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through

entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs;
- Businesses;
- Faith-based and community organizations;
- Nonprofit groups;
- Schools and academia;
- Media outlets; and
- All levels of government, including state, local, tribal, territorial and federal partners.

The phrase “Whole Community” often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents and
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Appendix A – FY 2022 AFG Program Updates

Appendix A contains a brief list of changes between FY 2021 and FY 2022 to the AFG Program. The FY 2022 AFG Program funding notice contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Supporting Definitions:
Definition of Combination Fire Department was updated as follows: Combination Fire Department as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on- call, to be a combination fire department. This also includes non-fire emergency medical service personnel of the department.
- Under the Personal Protective Equipment Activity:
The following equipment was added as eligible under Additional Funding:
 - Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) in support of SCBA request under PPE activity.
 - PPE gear Washer/Extractor/Dryer in support of PPE gear request under PPE activity.
- Under Training Activity:
 - Various NFPA standards were updated to reflect the most current editions.
 - Props requested under the Training Activity must be essential to the training activity requested in the application.
- Under Equipment Activity:
 - P-25 compliant Portable Radios should be requested based on the number of seated riding positions or active members of the department and supported in the request narratives.
 - Repairs and upgrades to the existing simulators was added as High priority item for SFTA applicants.
 - Software and Learning Management System (LMS) for Fire Department applicants was changed to Low priority.
 - Vehicle mounted exhaust systems are High priority for Fire Department, Regional, nonaffiliated EMS, and SFTA applicants.
 - Subscriptions necessary for the operation of the awarded equipment and purchased concurrently are eligible.
 - Refurbished equipment was added under ineligible Equipment Activity.
- Under Modifications to Facilities the following ineligible items for Fire Departments and nonaffiliated EMS applicants were added:
 - Station maintenance.
 - Resurfacing of bay floors Interior remodeling not pertaining to the requested project(s).
 - Interior remodeling not pertaining to the requested project(s).
 - Food and beverages.

- Under Regional Applications:
 - Clarification that the host organization and its partners must be the intended beneficiaries of the proposed project was added.
 - Exception to the requirement for same vendor was added.
 - Clarification that the host of the Regional application is not considered a pass-through entity and may not issue any subawards.
- Under Vehicle Acquisition:

Exception to the penalty clause for vehicle contracts was added.

The following definitions were added:

- **Front Line Vehicle:** a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle).
 - **Ready-Reserve Vehicle:** a vehicle that is equipped and may be easily made ready to respond (i.e., emergency mobilization).
 - **Reserve Vehicle:** a vehicle that is not fully equipped and not ready to respond. Reserve apparatus is used when the front-line vehicle is out-of-service (repairs/maintenance). Equipment is removed from the front-line vehicle and moved to the reserve vehicle for emergency response.
 - **Temporarily Out of Service Vehicle:** A vehicle which has been temporarily removed from emergency response duties due to mechanical or safety conditions requiring repair. Although currently out of service this vehicle is required to meet the response needs of the agency. Temporarily out of service vehicles are included in the vehicle inventory, included in the seated position count and are eligible for replacement in the AFG Program.
 - **Decommissioned Vehicle:** A vehicle which has been permanently removed from any or all emergency response duties or functions. Examples include retired vehicles awaiting disposal, vehicles used solely for parade/public relations use, antique vehicles, display, or similar uses. Decommissioned vehicles are not listed in the vehicle inventory or included in the seated position count and are not eligible for replacement under the AFG Program.
- Under Additions to the Application:

Paid on call/stiped department question was added.

14. Appendix B – Programmatic Information and Priorities

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

a. Ineligible Applications and/or Organizations

FEMA considers two or more separate fire departments or nonaffiliated EMS organizations with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG Program eligibility. If two or more organizations share facilities and each submits an application in the same program area (i.e., Equipment, Modifications to Facilities, PPE, Training, or Wellness and Fitness Programs), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildlands firefighting gear.
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
 - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229(a), (c).
- If an applicant submits two or more applications for the same equipment or other eligible activity (for example, if an applicant submits two or more applications, one under the Regional activity, and one under the Operations and Safety activity for SCBA), both applications may be disqualified. If an applicant submits two separate applications for the same activity (i.e., two separate vehicle applications for the same vehicle) during the same application period, both applications may be disqualified.
 - This is different from when an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request similar or the same equipment as long as the application clearly states which equipment

(including quantities) is for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

- Eligible Fire Department and nonaffiliated EMS applicants may submit only one application for each of the following application types: Individual Operations and Safety, Individual Vehicle, Regional Operations and Safety, and Regional Vehicle. Under the Operations and Safety applications, applicants may submit for multiple activities and for multiple items within each activity. Under the Vehicle application, applicants may submit one application for a vehicle activity (or activities) for their department and one separate application for a Regional vehicle (the same vehicle(s) may not be requested for both purposes). All duplicate application submissions may be disqualified.

b. Supporting Definitions for this NOFO

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA 101, 2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710, 2016 Edition and NFPA 1720, 2020 Edition).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Firefighting Personnel, as defined in 15 U.S.C. § 2229, means individuals, including volunteers, who are firefighters, officers of fire departments, or emergency medical service personnel of fire departments.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 and 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

Metro Department is a metropolitan fire department that has a minimum staffing of 350 career firefighters as defined by the International Association of Fire Chiefs (IAFC). DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel that do not receive any compensation (does not include length of service award programs).

c. **Community Classifications**

The information the applicant organization supplies in Applicant Characteristics and Community Description of the AFG Program application determines whether the jurisdiction is identified by FEMA as urban, suburban, or rural. The community classification will determine the funding priority.

The US Census Bureau's urban/suburban/rural classifications are fundamentally a delineation of geographical areas. For more information, please visit <https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html>.

FY 2022 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000+ population	1,000-2,999/sq. mi. or 25,000-50,000 Population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrants
Land Use within primary first due response area	<25% for agriculture (based on zoning) >50% industrial and commercial combined	25%-49% used for agriculture (based on zoning) 25%-49% industrial and commercial combined	>50% used for agriculture (based on zoning) <25% industrial and commercial combined
Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

d. **Application Tips**

The following information may be useful when preparing a competitive application:

- NFPA "FREE ACCESS": As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit: <http://www.nfpa.org/freeaccess>.
- Regional applicants are only eligible to apply for Training, Equipment, PPE, and/or Wellness and Fitness within Operations and Safety, and Vehicle Acquisition.
- SFTA applicants are only eligible to apply for Equipment and/or PPE within

Operations and Safety, and Vehicle Acquisition.

- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will impact or be included in the host organization's funding limitations.
- Applications differ based on the applicant type. For example, the SFTA application for a vehicle will be different from the fire department application for a vehicle. Be sure to select the appropriate applicant type when applying.
- Fire Departments or nonaffiliated EMS organizations that are part of a larger organization with a broader scope should apply through the larger organization to avoid limiting eligible activities. For example, a rescue squad that periodically participates in structural firefighting and that belongs to a county fire and rescue agency should apply through the county for structural PPE; in other words, the county should apply on behalf of the rescue squad.
- FEMA recognizes the number of seated riding positions in front line apparatus as a reasonable measurement of the quantity of PPE or relevant equipment (radios, etc.) to be funded. Exceptions to the front-line seated riding position count may be considered by FEMA if compelling need to include seated riding positions in reserve apparatus can be demonstrated and justified. Applicants that seek to include reserve apparatus seated riding positions in the total seated riding position count must submit a justification narrative.
- There is evidence that exposure to Per- and polyfluoroalkyl substances (PFAS chemicals) may be associated with adverse human health effects. Some firefighting PPE may have been manufactured using PFAS chemicals. While no manufacturers currently produce PPE (i.e., pants, coats) that are fully PFAS free, most manufacturers have replaced the outer shell of the protective equipment to remove PFAS from fabrics. However, this does not impact the purchase of PFAS-free gloves, hoods, boots, etc. as these items have matured in development to include readily available PFAS-free items. FEMA encourages applicants to ask potential vendors about their current level of compliance with using PFAS-free materials

e. **Restrictions on Uses of Award Funds**

- No AFG Program funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workers' compensation, pension, or retirement plans) for any personnel.
- Documented back fill and/or overtime/lost wages costs to support awarded training activities are allowable personnel expenses.
- Instructor's rates/base rates should be provided as part of the application narrative, as well as the market-researched competitive rate for delivering the requested training.
- If the instruction provided for an awarded training activity is delivered by an existing member(s) of the recipient organization, only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.
- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization's SCBA cylinders using a grant funded compressor, cleaning another organization's turnout gear, or offering excess capacity training opportunities. If recipients choose to include costs associated with shared

benefit (e.g., backfill, overtime, tuition) for members outside of their department, they must apply as a Regional applicant.

- Items requested under Additional Funding may only be from that same Activity area. Furthermore, improper Additional Funding requests may be disqualified, if there is misalignment between the item requested and the Activity area. However, the following requests are allowable:
 - Rapid Intervention Team (RIT) packs supporting a SCBA request under the PPE activity. RIT packs must be requested under the Equipment activity if not supporting an SCBA request.
 - PPE gear bags under the PPE activity (gear bags are only eligible as additional funds in association with a PPE gear request).
 - Fit tester supporting an SCBA request under the PPE activity. Fit tester must be requested under the Equipment activity if not supporting an SCBA request.
 - Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) in support of a SCBA request under the PPE activity. Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) must be requested under the Equipment activity if not supporting a SCBA request.
 - PPE gear washer/extractor/dryer in support of a PPE gear request under the PPE activity. Washer/extractor/dryer must be requested under the Equipment activity if not supporting a PPE gear request.

f. Funding Priorities

I. OPERATIONS AND SAFETY – TRAINING OVERVIEW

FEMA has determined that hands-on, instructor-led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

All of the following are considerations in pre-scoring and peer review determinations:
High (H), Medium (M), Low (L)

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	• Training evaluated using national or state standards
H	• Training that brings a department into compliance with recommended NFPA or other national standards
H	• Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency
H	• Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	• Training that does not result in certification
M	• Training that is self-directed/validated
L	• Training that will address an identified risk but not associated with compliance to any standards

Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Firefighter I, II	1001	H	H	H
Fire/Emergency Services Instructor	1041	H	H	H
Hazardous Materials Response-Awareness, Operations, Technician	470	H	H	H
Infection Control	1581	H	H	H
Confined Space Response-Awareness, Operations, Technician	2500	H	H	H
Wildland firefighting (basic)	1140	H	H	H
Wildland firefighting certification (red card)	1140	H	H	H
Wildland Fire Officer	1051	H	H	H
Rapid Intervention Training	1407	H	H	H
Fire Officer	1021	H	H	H
Emergency Medical Responder	1001	H	H	H
Emergency Medical Technician	1001	H	H	H
Advanced Emergency Medical Technician to Paramedic	1001	H	H	H
Paramedic	1001	H	H	H
Paramedic to Community Paramedic	1001	H	H	H
Firefighter Safety and Survival	1407	H	H	H
Safety Officer	1026,1521	H	H	H
Fire Apparatus Driver/Operator	1002	H	H	H
Fire Prevention	1037,1730	H	H	H
Fire Inspector	1031	H	H	H
Fire Investigator	921,1033	H	H	H
Fire Educator	1035	H	H	H
NIMS/Incident Management System (IMS)	1026,1561	H	H	H
Emergency Scene Rehab	1584	H	H	H
Critical Incident Debriefing/Crisis Intervention	1500	H	H	H
Any training to a National/State or NFPA standards		H	H	H
Compliance with federal/state-mandated program		H	H	H
Technical Rescue- Operations, Technician	1006, 2500	H	H	H
Vehicle Rescue	2500	H	H	H
Another officer	1021	H	H	M
Aircraft Rescue Firefighting (ARFF)	402, 403, 1003	H	H	M
Weapons of Mass Destruction (WMD)	470	H	H	H
Mass Casualty		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Training to address a local risk not elevated to a national or state		M	M	M
Specialized Training		M	M	M
Maritime Firefighting	1005, 1405, 1925	L	L	L
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training

The AFG Program provides training grants to meet the educational and performance requirements of fire departments and nonaffiliated EMS personnel. Training should align with the U.S. National Highway Traffic Safety Administration, which designs and specifies a National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

A higher priority is assigned to the following due to the time and cost of upgrading an organization's response level:

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to EMT.
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic.
- Organizations seeking to train Community Paramedics: Organizations seeking to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity.

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations, requested under Additional Funding and limited to \$10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (mileage, hotel, and lodging expenses) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses | <ul style="list-style-type: none"> • Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Supplies or expendables or one-time use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Props (single-use or permanent) essential for training programs requested in the application cannot exceed \$50,000 for Operation and Safety requests; this does not apply to SFTA requests |
|---|---|

Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.) | <ul style="list-style-type: none"> • Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities • Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages |
|--|--|

Eligible Training Activities for Nonaffiliated EMS include but are not limited to:

<ul style="list-style-type: none"> • EMR • EMT • AEMT • AEMT to Paramedic • Paramedic (applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference: air/rail transportation, mileage, hotel/lodging expenses, etc. (Note: Food and beverages are ineligible travel expenses) 	<ul style="list-style-type: none"> • Attendance at formal training forums or conferences providing continuing education credits • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers for wages lost to attend training (there is no overtime or backfill for volunteers) • Supplies or expendables or one-time use items essential to complete the training activity of a nonaffiliated EMS award's scope of work; examples include bandages, splints, expendable respiratory supplies, etc.
---	---

II. OPERATIONS AND SAFETY – EQUIPMENT OVERVIEW

AFG Program grants fund equipment for effective response, firefighting, rescue, and emergency medical operations to enhance the public safety.

Reminder: When requesting training for any items in this section, enter the request under “Other” within “Additional Funding” in the “Grant Application Request Details” section of the application. Make sure to identify the type and scope of training, time frame, etc. in the Additional Funding explanation section. Training must be specific to the use of the equipment (i.e., vendor training) and not duplicative of courses listed under the Training activity.

Also note:

- Accountability systems are located under the Equipment activity.
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the Equipment activity.
- Request for monitors/defibrillators should be based on the number of transport and non-transport ALS response vehicles in the fleet (medic engine, medic chase vehicle, ALS ambulance, etc.).
- P-25 compliant Portable Radios should be requested based on the number of seated riding positions or active members of the department and supported in the request narratives.
- Requests for P-25 mobile radios should be based on the number of vehicles in the fleet.
- Requests to replace obsolete or damaged equipment should enable the applicant to meet applicable industry, local, state, and national standards.
- Equipment product lifecycles are assigned an age category of Short (5-7 years), Intermediate (8-14 years), or Long (15-20 years). These age categories are used to

compare like types of equipment of a similar age category. Under this system, an item that should have a useful life of 10 years is only compared to other items that have a similar useful lifespan. An application does not score higher or lower based on the product lifespan of an item. It only serves to ensure a more even scoring of equipment based on type.

All of the following are considerations in pre-scoring and peer review determinations:

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA
H	Long	Appliance(s)/Nozzle(s)/Foam Eductors	Appliance(s)/Nozzle(s)/Foam Eductors
H	Long	Basic Hand Tools (Structural/Wildland)	Basic Hand Tools (Structural/Wildland)
H	Intermediate	Electric/Gas Powered Saws/Tools	Electric/Gas Powered Saws/Tools
H	Short	Fit Tester	Fit Tester
H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment
H	Immediate	IDLH Protection for Investigators (This is single-use respiratory protection)	
H	Long	Ladders	Ladders
H	Short	Personal Accountability Systems	Personal Accountability Systems
H	Intermediate	PPE Washer/Extractor/Dryer (Turnout)	PPE Washer/Extractor/Dryer (Turnout)
M	Intermediate	Respirator Decontamination System (SCBA)	Respirator Decontamination System (SCBA)
H M	Intermediate	Props: For Fire Department applicants: M For Regional Applicants: H	Props - H
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
H	Intermediate	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.)	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.)
H M	Short	Simulators for Fire Departments - M Simulators for Regional (including virtual) - M	Simulators (including virtual) - H Repairs and upgrades (non-construction) to existing Simulators - H
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
H M L	Short	Software and Learning Management System (LMS) to support training for Fire Departments - L Software and LMS to support training for Regional - M	Software and LMS to support training H
M	Short	Computers used in support of training	Computers used in support of training

Priority	Age Category	Fire and Fire Regional	SFTA
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Headsets	Headsets
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P- 25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H Rural	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 compliant)	Portable Radios (must be P-25 compliant)
M	Intermediate	Mobile Data Terminal (MDT)	MDT
M Urban/ Suburban	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
M	Short	Cell phones/carrier plans/software specifically to enable Radio over IP (RoIP)	Cell phones/carrier plans/software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator	Monitor/Defibrillator
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
EXTRICATION			
Priority	Age Category	Fire and Fire Regional	SFTA
H	Intermediate	Cutter/Spreader	Cutter/Spreader
H	Intermediate	Vehicle Extrication Equipment	Vehicle Extrication Equipment

Priority	Age Category	Fire and Fire Regional	SFTA
HAZARDOUS MATERIALS (HazMat)			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)
SPECIALIZED			
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)
CBRNE EQUIPMENT			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Age Category	Tow Vehicles	Applicant Type
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
H	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)
M	Intermediate	Mobile Data Terminal	Mobile Data Terminal
M	Intermediate	Headsets	Headsets

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
COMMUNICATIONS			
M	Short	Cell phones/carrier plans/software specifically to enable RoIP	Cell phones/carrier plans/software specifically to enable RoIP

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non- Disposable)	Airway Equipment (Non- Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic CPR	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction unit	Suction unit
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
HazMat			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	Purpose of Request	Definition
H	Obtain equipment to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standards for a department's existing mission requirements. This includes equipment that is no longer usable because it is broken and/or damaged beyond repair.
H	Replace noncompliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.
M	Obtain equipment for new mission	Applies to requests for equipment, supplies, or inventories that are intended to fulfill minimum service requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new HazMat capability or Swift Water Rescue capability.
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.

Eligible Equipment Activities for Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:	
<ul style="list-style-type: none"> Shipping, taxes, assembly, and installation of the requested equipment Extended warranties and service agreements if acquired concurrent with initial acquisition Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/construction of a non-weight bearing wall) Equipment for response to incidents involving CBRNE/WMD 	<ul style="list-style-type: none"> Training specific to the requested equipment Requested support activities for equipment requiring supplies or expendables or "onetime" use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training Subscriptions necessary for the operation of the awarded equipment and purchased concurrently within the POP

Ineligible Equipment Activities Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Construction of facilities, such as buildings, towers, or sheds to house communications • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) • Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture • Nonaffiliated EMS expendable supplies (including but not limited to medications) | <ul style="list-style-type: none"> • Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • UAVs and Drones • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except Chief Fire Officer's personal vehicle if justified) • Supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) • Subscriptions, memberships, equipment rental or lease to purchase • Refurbished equipment |
|--|--|

Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities

- Equipment that has a direct effect on firefighters' health and safety
- Age of equipment considered for replacement
- Equipment that operationally benefits other jurisdictions
- Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance like OSHA)

IMPORTANT: The only eligible AFG Program activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable; there are no waivers for P-25 compliance.
- All recipients awarded activities with emergency communication equipment and related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The technical specifications for FY 2022 SAFECOM Guidance on Emergency Communications Grants are available at

https://www.cisa.gov/sites/default/files/publications/FY%202022%20SAFECOM%20Guidance_Final_508.pdf.

- It is the recipient's responsibility to obtain documented evidence that the equipment to be acquired has been tested and has passed all the applicable P-25 compliance requirements and the recipient shall be able to produce such documentation to FEMA upon request.
- AFG Program applicants are not required to identify a specific P-25-compliant product in their application narrative, but they must affirm that the interoperable communications equipment requested or acquired will be P-25 compliant.

Note: Recipients using FY 2022 AFG Program funds to support emergency communications activities should review and comply with [SAFECOM requirements](#), including provisions on technical standards that ensure and enhance interoperable communications. Communication equipment (e.g., portable radios) would be included in this standard. Recipients investing in emergency communications must ensure their projects support the Statewide Communications Interoperability Plan (SCIP) for their state.

III. OPERATIONS AND SAFETY – PPE OVERVIEW

AFG Program funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1977, 1981 and/or 1999 are eligible activities. The acquisition of used, refurbished, or updated PPE are ineligible for reimbursement. PPE requested should have the goal of increasing firefighter safety. When requesting to replace PPE (e.g., Turnout Gear and/or SCBA) applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory must be accurately described and accounted for in the application narrative.

Based in part on NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered noncompliant, the items must be a minimum of 2 NFPA cycles and 10 years of age or older from the date they were manufactured.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is High **H** Priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit, that request should be entered as a separate request line item and will not be considered a request “to increase supplies” (e.g., if the applicant has the need for 35 Face Pieces, and requests 25 SCBA Units, the applicant should also separately request 10 additional Face Pieces).
- FEMA considers a complete set of Structural/Proximity PPE Turnout Gear to be comprised of these NFPA 1971 compliant components: one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In the AHJ where additional PPE such as a Personal Safety/Rescue Bailout System is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set.
- FEMA considers a complete set of EMS PPE Turnout Gear to be comprised of these NFPA 1999 compliant components: one pair of pants, one coat, one helmet, one pair

- of boots, one pair of gloves, one pair of suspenders, and one pair of goggles.
- FEMA considers a complete set of Wildland PPE Turnout Gear to be comprised of these NFPA 1977 compliant components: one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack, and canteen/hydration system.
- Funding is limited to one set of PPE Turnout Gear per person.
- FEMA considers PPE gear bags, RIT packs, and/or Fit Tester as eligible items that can be requested under Additional Funding and available as part of excess fund for the PPE activity in support of requests for PPE or SCBA items.
- FEMA considers a complete SCBA unit to be comprised of a harness/backpack, one face piece, and two cylinders.

Training for requested PPE:

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible).
- If applicants are requesting training to support a PPE activity, it must be entered in the “Additional Funding” section within the “Grant Request Details” section of the application.

The following are considerations in pre-scoring and peer review determinations:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	Purpose of Request	Definitions
H	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA). This includes replacing out of service PPE-Turnout Gear and SCBA.	Applies to PPE-Turnout Gear for new firefighters (i.e., new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear, and to add SCBA to fill seated riding positions that do not currently have SCBA.
H	Replace in-service or in-use damaged/unsafe/unrepairable PPE/SCBA to meet current standard	Applies to PPE-Turnout Gear and SCBA that is deemed damaged unsafe and unrepairable yet still in use at the time of application.
H	Replace in-service/in-use/expired/noncompliant PPE/SCBA to current standard	Applies to PPE-Turnout Gear or SCBA that is deemed obsolete and/or is out of compliance with current standards. PPE-Turnout Gear or SCBA to be replaced is not compliant with current standards; it is not broken, damaged or otherwise unusable.
L	Replace PPE/SCBA to upgrade technology to current standard	Applies to PPE-Turnout Gear or SCBA that is less than 10 years old for PPE-Turnout Gear or compliant within two NFPA cycles for SCBA.

Additional Considerations for Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA for PPE or SCBA Priorities

- Higher priority is given to the age of requested PPE, reason for purchase/replacement, priority. Applicant's call volume is a lesser factor. Applicants will be required to provide the age of the PPE being replaced.
- Applicants with the oldest PPE and/or trying to bring the department into 100% NFPA compliance or the number of active members who will have compliant gear.

PPE List

Structural/Proximity **H**

- | | |
|---|--|
| <ul style="list-style-type: none"> • American National Standards Institute (ANSI) Traffic Vests • Boots • Coats • Complete Set of Turnout Gear • Gloves • Goggles | <ul style="list-style-type: none"> • Helmets • Hoods • Pants • Pass Devices • Personal Safety/Rescue Bailout System • Suspenders |
|---|--|

PPE List

Respiratory **H**

- | | |
|---|--|
| <ul style="list-style-type: none"> • Air-Line Unit • Face Pieces • Respirators | <ul style="list-style-type: none"> • SCBA Spare Cylinders • SCBA (SCBA Unit includes: Harness/Backpack, Face Piece, and 2 cylinders) |
|---|--|

Wildland **H**

- | | |
|--|--|
| <ul style="list-style-type: none"> • Jumpsuits/Coveralls • Boots • Coats • Pants • Suspenders | <ul style="list-style-type: none"> • Goggles • Shelters • Web Gear/Backpacks • Canteens/Hydration Systems • Helmets |
|--|--|

Specialized PPE **M**

- | | |
|--|--|
| <ul style="list-style-type: none"> • Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suites (must conform to NFPA 2016 edition) | <ul style="list-style-type: none"> • Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits • Encapsulated Suits |
|--|--|

Eligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:

- | | |
|--|---|
| <ul style="list-style-type: none"> • ANSI approved retroreflective highway apparel • Training for requested PPE • Turnout gear bags | <ul style="list-style-type: none"> • Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System • Face Pieces Regulators |
|--|---|

Ineligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:

<ul style="list-style-type: none"> • Three-quarter length rubberboots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • PPE gear bags (ineligible unless requested as additional funds in association with a PPE request) • RIT packs (ineligible unless requested as additional funds in association with SCBA request) • Fit tester (ineligible unless requested as additional funds in association with SCBA request) • Air Compressor/Fill Station/Cascade Systems (ineligible unless requested additional funds in association with SCBA request). • PPE gear washer/extractor/dryer (ineligible unless requested additional funds in association with PPE gear request). • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations 	<ul style="list-style-type: none"> • Food and beverages • Integrated thermal imaging cameras (TIC) with heads-up display • Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildland firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE- Turnout Gear per person • Equipment rental or lease to purchase • Note: Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set
--	---

IV. OPERATIONS AND SAFETY – WELLNESS AND FITNESS OVERVIEW

Wellness and Fitness activities are intended to strengthen emergency responders so that their mental, physical, and emotional capabilities are resilient enough to withstand the demands of all hazardous operations. In order to be eligible for funding, applicants must offer, or plan to offer, all five of the following Priority 1 activities as discussed in the table below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

Priority 1 - Below are the five activities required for a complete Wellness and Fitness program:

- Initial medical exams
- Job-related immunization
- Annual medical and fitness evaluation
- Behavioral health
- Cancer Screening Program to meet NFPA 1582

Priority 2 - Applicants may only apply for Priority 2 Items (listed below) if the applicant offers or is requesting a combination of the five activities required under Priority 1 (listed above):

- Candidate physical ability evaluation
- Injury/illness rehab
- Formal fitness, injury prevention
- International Association of Fire Fighters (IAFF) or IAFC peer fitness trainer program, including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train-the-Trainer for IAFF/IAFC and implementation of a peer fitness trainer programs. Core components included in a firefighter fitness assessment include:
 - Aerobic Capacity,
 - Body Composition,
 - Muscular Strength,
 - Muscular Endurance, and
 - Flexibility.

NOTE: Applicants are encouraged to review NFPA 1583 for guidance on the minimum requirements for the development, implementation, and management of a health-related fitness program.

Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within Priority 2. In addition, all grant-funded physicals (except those for explorers) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1; and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at <https://www.fstaresearch.org>.

NOTE: Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the five Priority 1 activities. Applicants should review Health Related Fitness Programs as outlined in NFPA 1583, which is summarized below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

NFPA 1583 Standards on Health-Related Fitness Programs for Fire Department Members

Scope

This standard establishes the minimum requirements for the development, implementation, and management of a health-related fitness program for members of the fire department involved in emergency operations.

Purpose

The purpose of this standard is to provide the minimum requirements for a health-related fitness program for fire department members that enhances the members' ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death.

This document is intended to help fire departments develop a health-related fitness program for fire department members that requires mandatory participation but is not punitive.

This document is not intended to establish physical performance criteria.

Eligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:

- | | |
|---|--|
| <ul style="list-style-type: none"> • The five Priority 1 items: initial medical exams, job-related immunization, annual medical and fitness evaluation, behavioral health, and cancer screening • Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs, Employee Assistance Programs • Transportation expenses related to a member's participation in offered Wellness and Fitness activities | <ul style="list-style-type: none"> • Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities • Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall); note that these will require EHP review |
|---|--|

Ineligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Fitness club memberships for participants or their families • Non-cash incentives (e.g., t-shirts or hats of nominal value, vouchers to local businesses, or time-off) • Purchase of real estate • Cash incentives • Food and beverages • Subscriptions and memberships | <ul style="list-style-type: none"> • Purchase of medical equipment that is not used as part of the Wellness and Fitness program • Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation • Purchase of equipment or personal protective equipment that is otherwise eligible under the Equipment activity or the PPE activity |
|--|---|

V. OPERATIONS AND SAFETY – MODIFICATIONS TO FACILITIES OVERVIEW

AFG Program funds may be used to modify fire stations and other facilities. New fire station construction is not eligible. Eligible activities include source capturing exhaust, sprinkler, carbon monoxide alarms or smoke/fire detection systems, only for these types of systems and not multi-purpose systems that encompass ineligible features as described below.

All changes to facilities including major or minor modifications and equipment installations require EHP review.

The benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support Training, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall). In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are a High Priority item for vehicle exhaust mitigation under Modifications to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly via a conduit that attaches to/over the end of the vehicle's exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structure's footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed \$100,000 (total project cost[s]) for any individual station.

Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

Note: Vehicle Mounted Exhaust Systems are now listed as a "High" priority in the equipment activity.

Facility Considerations:

Priority is given to facilities staffed full-time and facilities with sleeping quarters. Facilities without sleeping quarters or with part-time occupancy will receive subsequent consideration. Training facilities, marine fire facilities, and intermittently occupied facilities will be considered next.

All of the following are considerations in pre-scoring and peer review determinations:

Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
H	<ul style="list-style-type: none"> New source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi-purpose systems that encompass ineligible features as described below. Replacement or updates to existing source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems are considered lower priority over requests submitted for new systems.

Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:

<p>M</p>	<ul style="list-style-type: none"> Emergency generators, Air Quality Systems (AQSs) <p>Note: AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems</p>
-----------------	--

Ineligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:

<ul style="list-style-type: none"> Station maintenance Resurfacing of bay floors Interior remodeling not pertaining to the requested project(s) Food and beverages 	<ul style="list-style-type: none"> Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features
--	--

g. Regional Applications

A Regional application is an opportunity for a fire department or a nonaffiliated EMS organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG Program eligible organizations. The host organization and its partners must be the intended beneficiaries of the proposed project. A nonaffiliated EMS organization that serves as a host regional applicant can only host other nonaffiliated EMS organizations. A fire department that serves as a host regional applicant can apply on behalf of other eligible fire departments and nonaffiliated EMS organizations within the same application. SFTAs are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition, and Operations and Safety but only for Training, Equipment, Wellness and Fitness, and PPE activities. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds. To align with the stated program objective of fostering interoperability, departments and agencies party to regional applications must use the same vendor. Any exceptions to this requirement must be pre-approved by FEMA in writing and be based on compelling operational need.

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, the host has met their cap and is no longer eligible for additional funds under the AFG Program.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the Regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due

response areas of the host and participating partner organizations. Exceptions can be made to this requirement in situations where the host is also the parent organization and is responsible for their smaller and independent stations.

Neither the Regional host nor any participating partner is prevented from also applying on behalf of their own organization for any AFG Program activity (Vehicle Acquisition, or Operations and Safety); however, it cannot be for the same item. For example, a department cannot apply for PPE under its own organization and participate in a regional PPE application.

In the application narrative, a Regional host must include a list of all the AFG Program eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization's EIN, and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a Regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to cost share, accountability for the assets, and all reporting requirements in the Regional application. The host of the Regional application is not considered a pass-through entity and may not issue sub-awards.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant-funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award

must be an eligible AFG Program organization and must be a party to the MOU or equivalent document.

h. Vehicle Acquisition

Vehicles purchased with AFG Program funds must be compliant with NFPA 1901 (Standard for Automotive Fire Apparatus), NFPA 1906 (Standard for Wildland Fire Apparatus), or NFPA 1917 or equivalent (Standard for Automotive Ambulances). Leases, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic/Health vehicles are non-transport vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens) or operational equipment (e.g., rescue tools, structural/wildland firefighting equipment). Consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate narrative for each vehicle. For example, if an applicant is requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN is still required for the narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered will not receive a vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

All applicants may request funding for a driver training program within the "Vehicle Acquisition" section but must add the request in the "Additional Funding" area in the "Grant Request Details" section of the Vehicle Application.

All driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered in violation of the grant agreement. The pre-score

evaluation criteria consider the department's need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization.

Eligible Vehicle Activities for Fire Department, and SFTA include but are not limited to:			
Priority	Urban Communities	Suburban Communities	Rural Communities
H	<ul style="list-style-type: none"> • Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush Type III or larger 	<ul style="list-style-type: none"> • Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush 	<ul style="list-style-type: none"> • Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/Healthcare) • Quint
M	<ul style="list-style-type: none"> • Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit 	<ul style="list-style-type: none"> • Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit 	<ul style="list-style-type: none"> • Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium or Heavy
L	<ul style="list-style-type: none"> • ARFF • Foam Truck • Fire Rescue/Boat • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Tanker/Tender 	<ul style="list-style-type: none"> • ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat 	<ul style="list-style-type: none"> • ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat • Rehab Unit

Eligible Regional Vehicle Activities for Fire Departments (ALL Community Types)	
H	<ul style="list-style-type: none"> • Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/Healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or Heavy • Tow Vehicle (Applied for under equipment)
M	<ul style="list-style-type: none"> • Highway Safety Unit
L	<ul style="list-style-type: none"> • Hazardous Materials Unit • Foam Truck

Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle Activities



- Ambulances
- Bariatric Ambulance
- Non-Transport EMS (Community Paramedic/Healthcare)

Compliance with Standards

- Ambulances must comply with NFPA 1917, Edition 2016, or GSA Federal Standard KKK-A-1822F
- Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant; acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity
- Applicants should consider adopting the principles of Traffic Incident Management Systems (TIMS); the USFA report on TIMS can be found at: https://www.usfa.fema.gov/downloads/pdf/publications/fa_330.pdf
- New fire apparatus must be compliant with NFPA 1901 or 1906 for the year ordered/manufactured

Additional Considerations (to include, but not limited to)

- Age and mileage of the vehicle being replaced; older equipment receives higher consideration
- Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- Average age of the fleet; older equipment within the same class
- Call volume of primary first due response area or region
- Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both; a converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight
- Vehicles on loan to the organization in the application narrative but not in the organization's inventory
- Damaged vehicles and out of service vehicles in the organization's inventory
- Replacement of open cab/jump seat configurations

IMPORTANT

Applicants requesting a vehicle(s) may be required to provide additional fleet information after the submission of the application. Vehicle inventory in the application must reflect currently owned vehicles as well as vehicles that are leased or on long-term loan and vehicles that have been ordered or otherwise currently under contract for purchase or lease by the organization but not yet in possession.

The following definitions should be followed when providing vehicle inventory in the application:

Front Line Vehicle: a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle).

Ready-Reserve Vehicle: a vehicle that is equipped and may be easily made ready to respond

(i.e., emergency mobilization).

Reserve Vehicle: a vehicle that is not fully equipped and not ready to respond. Reserve apparatus is used when the front-line vehicle is out-of-service (repairs/maintenance). Equipment is removed from the front-line vehicle and moved to the reserve vehicle for emergency response.

Temporarily Out of Service Vehicle: A vehicle which has been temporarily removed from emergency response duties due to mechanical or safety conditions requiring repair. Although currently out of service this vehicle is required to meet the response needs of the agency and will be returned to front line or reserve status once repaired. Temporarily out of service vehicles are included in the vehicle inventory, included in the seated position count and are eligible for replacement in the AFG Program.

Decommissioned Vehicle: A vehicle which has been permanently removed from any or all emergency response duties or functions but is still in the possession of the organization. Examples include retired vehicles waiting disposal, vehicles used solely for parade/public relations use, antique vehicles, display, or similar uses. Decommissioned vehicles are not listed in the vehicle inventory or included in the seated position count and are not eligible for replacement in the AFG Program.

Vehicle Contract: Vehicle award recipients must submit a copy of their vehicle purchase contract to the designated Regional Fire Program Specialist or Program Analyst. To locate Regional Fire Specialist, please visit <https://www.fema.gov/fire-grant-contact-information>.

Recipients will be asked to scan the document(s) into a PDF format and email it to the Regional Fire Program Specialist or Program Analyst for inclusion in the grant file. Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the Improper Payments Eliminations and Recovery Act of 2012 (Pub. L. No. 112-248). If recipients do not submit a vehicle purchase contract, they will be unable to:

- Submit for an advance of federal funds for partial vehicle payment or chassis payment.
- Submit an amendment requesting a Period of Performance extension for the project.

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle, or going out of business.

Prepayment Bond Required: AFG Program vehicle recipients are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained through the vendor or

bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

Penalty Clause Required: All contracts for any AFG Program-funded vehicle must contain a penalty clause. Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Exceptions may be considered by FEMA only if an urgent and compelling need is demonstrated by the recipient. The request for exception from this requirement must be submitted in writing to the AFG Program Analyst or Regional Fire Program Specialist.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25% of the federal share to be drawn for this purpose. Any costs over-and-above the 25% limit, such as the cost of a chassis or any other fees or services, must be borne by the recipient or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include but not limited to periodic or progress vehicle payments, loan payments, or the acquisition of NFPA 1901 compliant equipment for the awarded vehicle if they are being supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment, i.e., driver/operator training, physical exams for driver/operator, and NFPA 1901/1906 compliant equipment specific to the type of apparatus awarded.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected, and accepted, the recipient may request the final vehicle payment as an advance payment request. However, the recipient shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the recipient.

Eligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:

<ul style="list-style-type: none"> • Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1901/1906 • Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent 	<ul style="list-style-type: none"> • Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production (if justified in the Vehicles narrative) Note: Food and beverages are ineligible travel expenses
---	--

Ineligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, or construction-related equipment • Using the vehicle being awarded as collateral for any financial loan | <ul style="list-style-type: none"> • UTVs and ATVs • UAVs and drones • Used or refurbished apparatus • Converted vehicles not originally designed for firefighting • Food and beverages |
|---|--|

Examples of vehicle types

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute [GPM])
- Urban interface vehicles (Type I) pumper (300 gallons of water and 750 GPM)
- Ambulance (vehicle used for transporting patients)
- Tanker/Tender (an apparatus that has water capacity in excess of 1,000 gallons of water)
- Quint Aerial (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- Quint (fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- Aerial Ladder (elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)

Unsafe Vehicles

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response. Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for any emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.

Acceptable dispositions (donation or sale) of unsafe vehicles include but are not limited to a training facility (NO emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage, or foreign donation.

15. Appendix C – Award Administration Information

Appendix C contains detailed information on AFG Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

I. Economic Hardship Waivers of Cost Share and Maintenance of Effort

In cases of demonstrated economic hardship, and upon the request of the recipient, the FEMA Administrator may waive or reduce an AFG Program cost share or MOE requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)). As required by statute, the FEMA Administrator established guidelines for determining what constitutes economic hardship and published these guidelines in [Information Bulletin No. 427](#).

The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive an Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship of Information Bulletin No. 427.

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in Information Bulletin No. 427 may result in a denial of the waiver.

II. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically

identified, and listed within the “Grant Request Details” section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to \$1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of the NOFO and up to 30 calendar days after the application period closes. In order for Grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by

the Federal Government from receiving funding under federally funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

- i. A copy of the grant writer's contract for services;
- ii. A copy of the invoice or purchase order;
- iii. A copy of the canceled check (front and back); and
- iv. Evidence that the services were competitively procured. If an applicant's local procurement practices/policies do not require competitive bidding under \$1,500, then the applicant may be asked to provide a copy of that policy.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application:

Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application.

III. Maintenance and Sustainment for AFG Programs

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with AFG Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty, or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

IV. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG Program application narrative, as well as the “Grant Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient’s agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit <http://www.fcc.gov>.*

V. Excess Funds

After completing the initial project’s purpose in the recipient’s application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost-shared excess funds may be utilized to address an organization’s local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award’s period of performance to address a known or critical need.

Excess Funds Restrictions

In general, excess funds are limited to no more than \$10,000 for any award. If you have any questions, contact the AFG Help Desk at 866-274-0960 or email FireGrants@fema.dhs.gov. The AFG Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

The \$10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment except when the use of excess funds is for any eligible activity that would normally require an EHP review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- Consistent with the funding priorities set by the panel of fire service professionals and stakeholders, excess funds are limited to the purchase of High Priority items only.
- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an amendment.

Example: An award for the acquisition of 10 SCBA units is reduced via Amendment to 8 SCBA units. The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal funds resulting from the reduction in quantity of awarded items are not allowable as excess funds. FEMA may allow reduction in the quantity of awarded items but not total project cost if compelling justification of need is provided.

Exceptions to the \$10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

VI. Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. AFG Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, active SAM.gov registration, and the request for payment in FEMA GO has been approved.

Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant.

FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

ADVANCES

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance AFG Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient. Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

REIMBURSEMENT

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of AFG Program approval for reimbursement requests, recipients shall include proof of purchase, in the form of a canceled check or credit card transaction, active SAM.gov registration, and a final invoice(s) in each reimbursement AFG Program payment/drawdown request.

REBATES

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share.

PAYMENT REQUESTS DURING CLOSEOUT

A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation.

Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance; FEMA may request documentation supporting the reimbursement for review at any time.

AMENDMENTS

FEMA may approve AFG Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests; or
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with AFG Program goals and objectives. All amendments require recipients to maintain an active SAM.gov registration.

NOTE: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request. The deobligation of funds cannot be reversed.

VII. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under an AFG Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional FPS or the AFG Program Help Desk prior to the disposition of AFG Program-funded equipment, to include vehicles.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the grant application to the Fiscal Year 2029 Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) for the construction of a sidewalk from the High School along Johnson Stripling Road to Ash Street.

MEETING DATE REQUESTED:

February 6, 2023

Statement of Issue:

Board to review and approve the grant application to the 2029 funding cycle for the FDOT Transportation Alternatives Program for the construction of a sidewalk from the High School along Johnson Stripling Road to Ash Street.

Recommended Action:

Approve grant application.

Fiscal Impact:

The County is requesting funding assistance for the construction of the sidewalk and will not be providing a cash match. The County will be required to provide engineering and program administration services.

Budgeted Expense: Y/N

Not applicable at this time.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The proposed .57 mile 5 foot wide concrete sidewalk will be from the High School on Johnson Stripling Road to Ash Street. The County is eligible to submit two applications and has also approved submission of an application for a .94 mile sidewalk from the corner of Ash Street and North Jefferson Street (US 221 N) to approximately Graves Drive In. If submitting more than one application, the County must indicate which project is the priority at the time of grant submission. At the January 17, 2023 Board meeting, the Board determined the priority project would be the sidewalk on Johnson Stripling to Ash. The TAP program approved funding for the sidewalk extension project in Steinhatchee and the construction of the Pinecrest Street sidewalk in Perry for FY 2027.

Attachments:

Grant application and associated support documents.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

February 6, 2023

Florida Department of Transportation, District Two
1109 S. Marion Avenue, Mail Station 2007
Lake City, FL 32025-5874

Attn: Amy Roberson, FCCM
Planning Supervisor

Re: Transportation Alternatives Program Application Fiscal Year 2029

Dear Ms. Roberson,

Taylor County is respectfully submitting two applications to the above referenced program. The priority application is the Johnson Stripling/Ash Street Sidewalk Project application. The second application is for the North Jefferson Street Sidewalk Project.

Thank you for your consideration of our applications. Please do not hesitate to contact Kenneth Dudley, our County Engineer at 850-838-3500 or at county.engineer@taylorcountygov.com should you have any technical questions in reference to our application.

Sincerely,

Jamie English
Chairman



FDOT Transportation Alternatives Set-Aside Program

FUNDING APPLICATION

Submittal Date:

APPLICANT INFORMATION

Agency/Organization Name: Taylor County Board of County Commissioners			
Agency Contact Name: Kenneth Dudley		Title: County Engineer	
Mailing Address: 201 E. Green Street		City: Perry	State: FL Zip Code: 32347
County: Taylor		MPO/TPO (if applicable):	
Telephone: 850-838-3500		Email Address: county.engineer@taylorcountygov.com	

CERTIFICATION OF PROJECT SPONSOR/IMPLEMENTING AGENCY SUPPORT:

Certification of project sponsor/implementing agency support is attached.

☒ Yes (Required)

PROJECT TYPE: ☒ Infrastructure ☐ Non-infrastructure

FDOT requires locally administered infrastructure projects be implemented by a LAP certified agency; Non-infrastructure projects do not require LAP certification. If the project applicant intends to administer the project but is not LAP certified at the time of application submittal, they may seek project-specific certification prior to project authorization if their application is selected, or they may partner with a LAP certified agency or with FDOT to serve as the project sponsor and implementing agency. Non-profit organizations are not eligible for LAP certification.

FOR INFRASTRUCTURE PROJECTS ONLY - APPLICANT'S LOCAL AGENCY PROGRAM (LAP) CERTIFICATION STATUS

- ☒ Currently fully LAP Certified / Year of Certification: 2015
☐ Not LAP Certified but will seek project-specific certification
☐ Not LAP Certified but project will be administered by the FDOT District
☐ Not LAP Certified but have secured a LAP Sponsor/Implementing Agency as identified below:

LAP Sponsor/Implementing Agency Name: Taylor County Board of County Commissioners			
LAP Sponsor/Implementing Agency Contact Name: Kenneth Dudley		Title: County Engineer	
Mailing Address: 201 E. Green Street		City: Perry	State: FL Zip Code: 32347
Telephone: 850-838-3500		Email Address: county.engineer@taylorcountygov.com	

PROJECT INFORMATION

PROJECT NAME/TITLE: Johnson Stripling/Ash Street Sidewalk Project - Priority #1 Project

ELIGIBLE TRANSPORTATION ALTERNATIVES PROJECT CATEGORY:

Please check the one Transportation Alternatives eligible project category that the proposed project will address. Checking more than one category does not ensure or increase eligibility. Additional guidance on eligible project activities is included in Appendix B of the [FDOT TA Program Guidance](#).

1. ☒ Construction, planning and design of on and off-road facilities for bicyclists, pedestrians, and other forms of nonmotorized transportation (pedestrian and bicycle facilities)
2. ☐ Construction, planning and design of infrastructure-related projects/systems to provide safe routes for non-drivers including children, older adults, individuals with disabilities (safe routes for non-drivers)
3. ☐ Conversion and use of abandoned railroad corridors for non-motorized use
4. ☐ Construction of turnouts, overlooks, and viewing areas
5. ☐ Inventory, control or removal of outdoor advertising
6. ☐ Historic preservation and rehabilitation of historic transportation facilities
7. ☐ Vegetation management practices in transportation rights of way
8. ☐ Archaeological activities related to impacts from transportation projects
9. ☐ Environmental mitigation activities
10. ☐ Safe Routes to School

***NOTE:** Safe Routes to School (SRTS) funding under Transportation Alternatives is separate from the FDOT SRTS Program; however, if FDOT SRTS Program funds are to be used on any phase of the project then the project will need to comply with the Florida SRTS program requirements. For more information, visit <https://www.fdot.gov/safety/2A-Programs/Safe-Routes.shtm>.

PROJECT LOCATION:

Roadway name: * Johnson Stripling Road and Ash Street		
<input type="checkbox"/> On-State System Road <small>(State Roadway)</small>	<input checked="" type="checkbox"/> Off-State System Road <small>(Local Roadway)</small>	Roadway number: CR356-Ash Street <small>(i.e. US, SR, CR, etc., if applicable)</small>

***NOTE:** For off-road/trail projects please indicate adjacent roadway

PROJECT LIMITS:

If project has various locations (e.g. city-wide), include attachments specifying each termini and project length.

South or West Termini: West/Intersection of E. Ash/Jefferson <small>Street Name/Mile Post/Other</small>	North or East Termini: East/Johnson Stripling @ TCHS <small>Street Name/Mile Post/Other</small>
Project Length (in miles): .57 miles	
Attachment included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
A location map with aerial view is attached to this application. <input checked="" type="checkbox"/> Yes (Required) <i>Label important features, roadways, etc. to clearly locate and show the boundaries of the project.</i>	

PROJECT DESCRIPTION:

Brief Description (1,000 character limit) (e.g. planning, design and construction of a sidewalk along Sample Road)

The Johnson Stripling/Ash Street Sidewalk Project consists of the construction of a .57 mile (3,000 LF) 5 foot wide ADA accessible concrete sidewalk. The sidewalk will provide a safe route of transportation for the many pedestrians who walk along Johnson Stripling Road as there are no existing sidewalks. Johnson Stripling Road is heavily traveled by vehicles as well as the many students from nearby residential areas who walk to Taylor County High School. All right-of-way required for the sidewalk is in public ownership. The sidewalk construction will have no negative environmental impacts or affect any sensitive habitats. The County has been LAP certified since 2015. The County Engineer will provide all oversight including design, engineering, and project/construction management services. If funded, the County will be able to provide a safe pedestrian route of transportation to all three Taylor County/Perry schools. The TAP Program previously funded the Green Street to Clark Street sidewalk project and approved 2027 funding for the Pinecrest Street sidewalk project.

Detailed Scope of Work:

A detailed scope of work is attached.

☒ Yes (Required)

Clearly describe the existing conditions and the proposed project in detail, including specifics on the major items of work (e.g. width of sidewalks or trails, materials to be used, etc.), the purpose and need for this project, and the desired improvements.

Conceptual or design plans are attached.

☐ Yes ☒ No

Typical Section drawings are attached.

☐ Yes ☒ No

Other attachment (e.g. studies, documentation to support the project).

☒ Yes ☐ No

If yes, please describe (250 character limit):

Letters of support are an attachment to the application as well as documentation of public meetings and input.

PUBLIC INVOLVEMENT(500 character limit for each question below):

Has the applicant received input from stakeholders? Briefly explain:

☒ Yes ☐ No

The project was discussed and input was received at the November 28, 2022 BOCC Board meeting. A public hearing was held at the January 3, 2023 BOCC meeting to receive additional public input. Documentation is an attachment. The County had submitted an application for the proposed project during the 2028 TAP funding cycle but the project was not funded. Due to need and public input and support, the County is resubmitting an application for the 2029 funding.

Have public information or community meetings been held?

☒ Yes ☐ No

If yes, please provide a brief description and attach supporting documentation:

A public information meeting was held on January 10, 2023 at 10:00 A.M. at the Board of County Commissioners meeting room. A conference call line was also provided to ensure public access for all. In addition to being advertised in the local newspaper, information on the sidewalk project is posted on the County's website at www.taylorcountygov.com. Documentation of the meeting is an attachment to the application.

Describe public and private support for the project (e.g. petitions, endorsements, resolutions, letters of support):

The proposed project has a great deal of public support due to the many pedestrians who travel along this route, in particular high school students. Letters of support are an attachment the application.

Is the project within limits of wetlands, contamination/hazardous waste areas or endangered/threatened species?

☐ Yes ☒ No

If Yes, specify and provide documentation:

The project is not within the limits of wetlands, contamination/hazardous waste areas or endangered/threatened species.

Is environmental permitting required?

☐ Yes ☒ No

If Yes, specify and provide documentation:

The project has no negative environmental impacts.

Provide any additional project specific information that should be considered:

Johnson Stripling (CR 361) is heavily traveled and is a key connector road via the Ash Street connection to US 19 for County residents who reside northeast of the City of Perry. During school hours students frequently walk along the edge of the road from nearby residential areas. In addition to the schools, pedestrians frequently walk to Taylor County Health Department, the VA Clinic, Taylor County Boys and Girls Club, Woodlawn Cemetery, and several medical offices in the area. The sidewalk will provide a desperately needed safety measure for the many pedestrians enroute to school and other nearby public facilities.

PROJECT IMPLEMENTATION

Please indicate the project phases included in this funding request:

- ☒ Planning activities
- ☐ Project Development and Environment Study (PD&E)
- ☒ Preliminary Engineering/Final Design
- ☐ Right-of-Way (ROW)
- ☒ Construction
- ☒ Construction Engineering and Inspection activities (CEI)

Please indicate who will execute the project phases identified for this project:*

Planning	PD&E	Preliminary Engineering/ Final Design	ROW	Construction	CEI
<input checked="" type="checkbox"/> Implementing agency staff	N/A	<input checked="" type="checkbox"/> Implementing agency staff	N/A	<input checked="" type="checkbox"/> Implementing agency staff	<input checked="" type="checkbox"/> Implementing agency staff
<input type="checkbox"/> Consultant	<input type="checkbox"/> Consultant	<input type="checkbox"/> Consultant	<input type="checkbox"/> Consultant	<input type="checkbox"/> Consultant	<input type="checkbox"/> Consultant
<input type="checkbox"/> FDOT	<input type="checkbox"/> FDOT	<input type="checkbox"/> FDOT	<input type="checkbox"/> FDOT	<input type="checkbox"/> FDOT	<input type="checkbox"/> FDOT
<input type="checkbox"/> Not applicable	<input type="checkbox"/> Not applicable	<input type="checkbox"/> Not applicable	<input type="checkbox"/> Not applicable	<input type="checkbox"/> Not applicable	<input type="checkbox"/> Not applicable

*NOTE: Local agencies are not eligible to be certified in PD&E and/or ROW (Refer to FDOT LAP Manual Chapters 11 and 12).

Is this project related to other FDOT funded phases that are complete, underway, or in FDOT's 5-year Work Program?

☒ Yes ☐ No

If Yes, please describe. If previous phases of this project were constructed as LAP projects, please provide the associated FDOT Project Number (i.e. FPID/FMN numbers) (500 character limit):

The project is related to two projects which were FDOT funded as all three projects provide a safe route to schools. FDOT funded a sidewalk along Green Street to Clark Street (FDOT #433986-2-58-01) which provided a safe pedestrian route to school on the south end of school properties. This sidewalk was completed in 2019. A sidewalk along Pinecrest Street (FDOT #435683-4-38-02) is in the 5 Year Work Program for 2027. The Pinecrest sidewalk is midpoint connecting schools. The proposed sidewalk will accommodate pedestrians from the north end of school properties. If the proposed sidewalk is funded, a safe route to the school will be provided.

Is there a proposed maintenance plan for when the project is complete? ☒ Yes ☐ No

If yes, please provide a brief description and attach supporting documentation as appropriate (500 character limit):

The sidewalk will be maintained by the Taylor County Public Works Department. The Public Works Department maintains County sidewalks, paved trails, roadways, bridges, parking facilities, and other applicable infrastructure. The County Engineer provides technical assistance as so needed.

PROJECT RIGHT-OF-WAY / EASEMENT REQUIREMENTS

Is right-of-way acquisition proposed? ☐ Yes ☒ No

If yes, describe existing right-of-way (ROW) ownerships along the project, including when the ROW was obtained and how ownership is documented (i.e., plats, deeds, prescriptions, easements) (500 character limit).

Attach ROW documentation as appropriate.

No right-of-way acquisition is needed for the proposed sidewalk. Sufficient right-of-way is in public ownership for the construction of the sidewalk.

Also describe proposed acquisition including timeline, expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way (500 character limit):

Not applicable as there is no proposed acquisition. All right-of-way required for the sidewalk is currently in public ownership.

Will temporary construction easements be required? ☐ Yes ☒ No

If Yes, please describe (500 character limit):

No temporary construction easements are required.

PROJECT COST ESTIMATE AND FUNDING REQUEST

ESTIMATED PROJECT COST:

A detailed project cost estimate is attached.

☒ Yes (Required)

Provide a summary of the estimated cost for the work being proposed, indicating local fund allocation as appropriate.

Project Phase	TA funds	Local funds	Total Cost
Planning Activities	\$ 10698	\$	\$ 10698
Project Development & Environmental Study (PD&E)	\$ 0	\$	\$ 0
Design Costs/Plan Preparation	\$ 64190	\$	\$ 64190
Environmental Assessment (s) associated with the design phase	\$ 5349	\$	\$ 5349
Permits associated with the design phase (including application fees, mitigation and permit acquisition work)	\$ 25047	\$	\$ 25047
Right-of-Way	\$ 0	\$	\$ 0
Construction	\$ 534915.61	\$	\$ 534915.61
Construction Engineering and Inspection Activities (CEI)	\$ 160475	\$	\$ 160475
Other costs* (please describe)	\$	\$	\$ 0
TOTAL ESTIMATED PROJECT COST	\$ 800674.61	\$ 0	\$ 800674.61
PERCENT OF TOTAL PROJECT COST	100%	0%	100%

*FDOT does not allow programming for contingency costs. Any contingency costs should be accounted for using local funds.





TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

February 6, 2023

Certification of Project Sponsor

I hereby certify that the proposed project herein described is supported by **Taylor County Board of County Commissioners** (sponsoring entity) and that said entity will:

1. Provide any required funding match;
2. Enter into a maintenance agreement with the Florida Department of Transportation, as necessary;
3. Comply with the Federal Uniform Relocation Assistance and Acquisition Policies Act (The Uniform Act) for any right-of-way actions required for the project;
4. Comply with NEPA process prior to construction which may require involvement with the State Historic Preservation Officer (SHPO), and other State and/or Federal agencies, prior to construction; and
5. Support other actions necessary to fully implement the proposed project.

I further certify that the estimated costs included herein are reasonable and that **Taylor County Board of County Commissioners** (sponsoring entity) will follow through on the project once programmed in the Florida Department of Transportation's Work Program.

Sincerely,

Jamie English
Chairman
Taylor County Board of County Commissioners

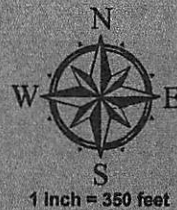
Taylor County GIS Mapping - Transportation Alternatives Program



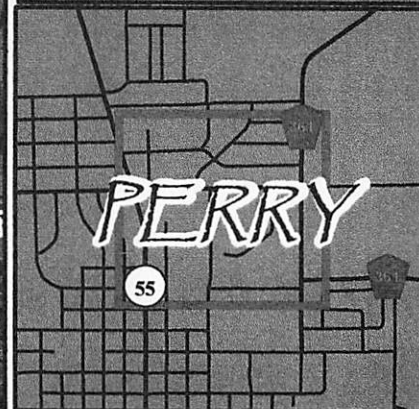
Legend

- State/ US Highway
- Major Road
- Minor Road
- Graded/Milling Road
- Parcel Boundaries
- Communities

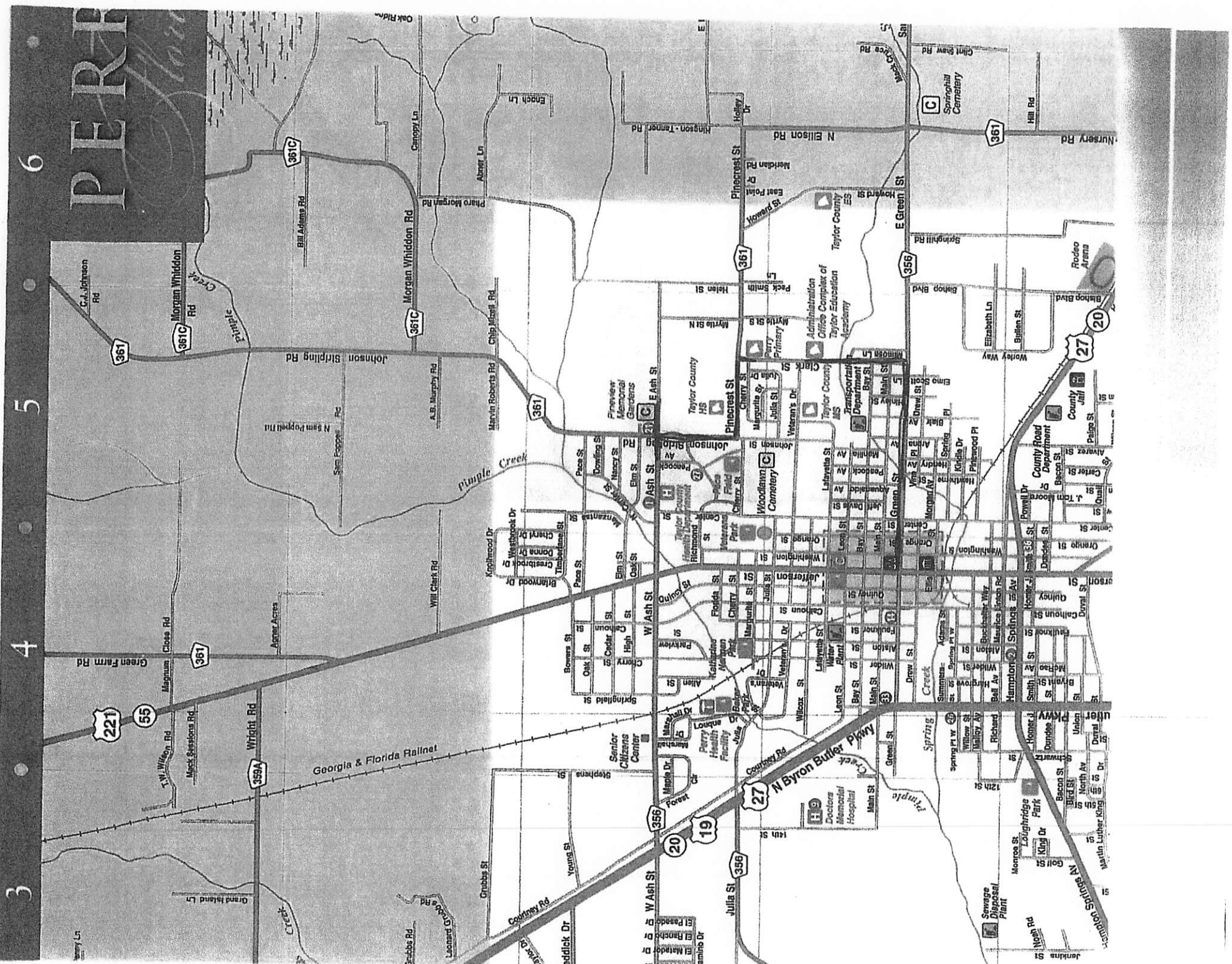
2019 Image



Printed on: Date: Monday, January 10, 2022



MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT
This information was compiled from the best information available and the Taylor County Board of County Commissioners assumes no responsibility for errors or omissions.



3

4

5

6

PERF



Overview



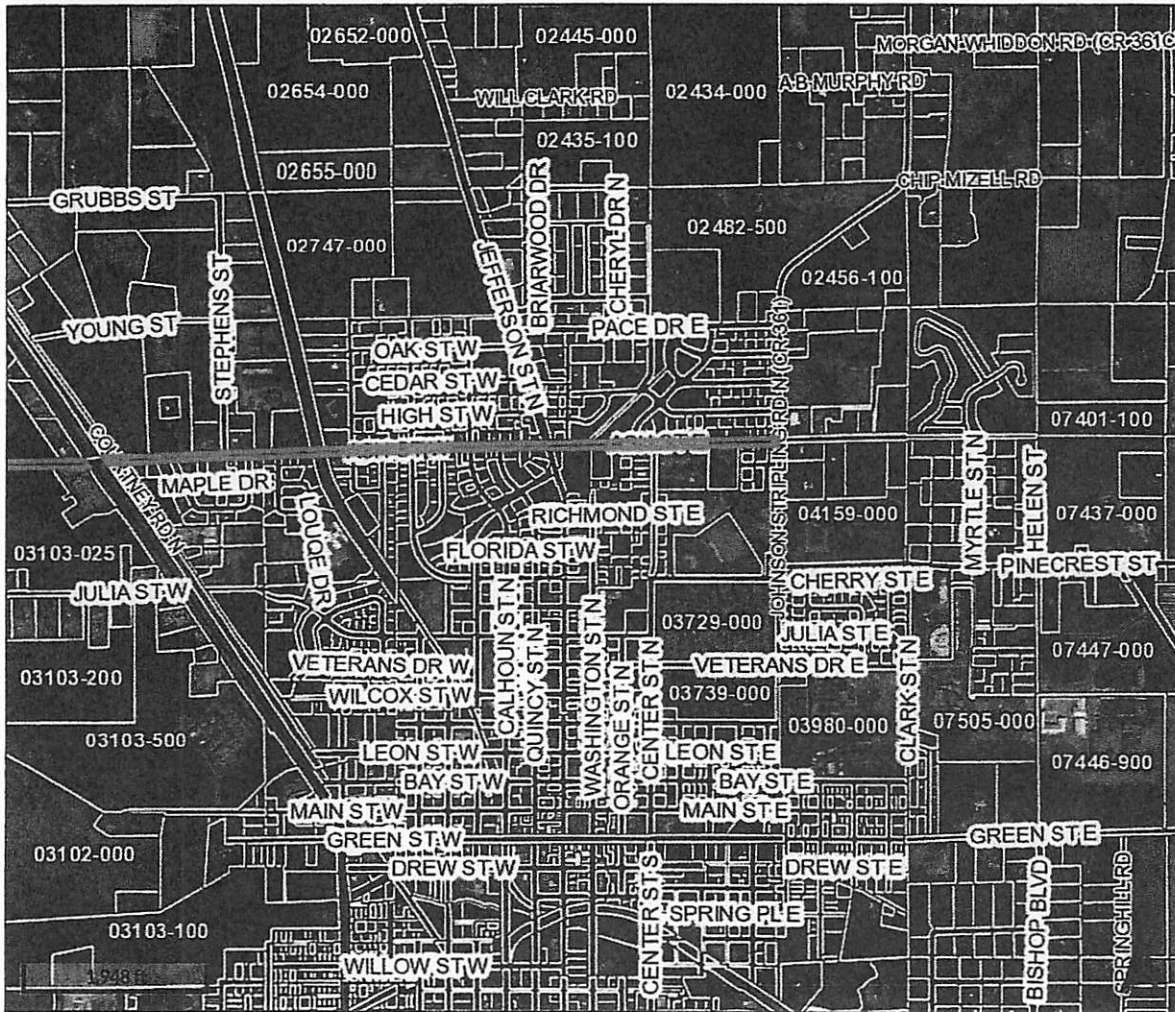
Legend

- Parcels
- Highway
- City Streets
- Graded
- Roads
- Tram

Parcel ID	03729-500	Alternate ID	n/a	Owner Address	TAYLOR COUNTY
Sec/Twp/Rng	24-04-07	Class	Vacant		P O BOX 620
Property Address	Unassigned Location RE PE	Acreage	n/a		PERRY FL 32348
District	PE				
Brief Tax Description	LEG 0032.97 ACRES - RIGHT OF WAY - JOHNSON STRIPLING RD RUNNING FROM - VETERANS DR TO ROBERTS AMAN RD (Note: Not to be used on legal documents)				

Date created: 2/17/2022
Last Data Uploaded: 2/17/2022 7:13:32 AM

Developed by  Schneider
GEOSPATIAL



Overview



Legend

- ☐ Parcels
- Highway
- City Streets
- Graded
- Roads
- Tram

Parcel ID	02727-500	Alternate ID n/a	Owner Address	TAYLOR COUNTY
Sec/Twp/Rng	23-04-07	Class	Vacant	P O BOX 620
Property Address	Unassigned Location RE	Acreage	3.32	PERRY FL 32347
District	PE			
Brief Tax Description	LEG 0013.62 ACRES - PAVED STREET KNOWN AS ASH STREET - RUNNING FROM US 19 TO MILLER RD - (Note: Not to be used on legal documents)			

Date created: 2/17/2022
Last Data Uploaded: 2/17/2022 7:13:32 AM

Developed by Schneider
GEOSPATIAL



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Detailed Scope of Work Johnson Stripling/Ash Street Sidewalk

The Johnson Stripling/Ash Street Sidewalk Project consists of the construction of a .57 mile (3,000 LF), 5 foot wide ADA accessible concrete sidewalk. There is currently no existing sidewalk and there is sufficient publicly owned right-of-way to accommodate the proposed sidewalk. Both roads are heavily travelled by both vehicles and pedestrians particularly during school hours. With the construction of this sidewalk, all three primary routes to Taylor County Schools will provide safe, off-road pedestrian routes for the many students who walk to and from school. In addition to the schools, Johnson Stripling Road and Ash Street are key pedestrian routes to the Taylor County Health Department, Taylor County VA Clinic, Perry Boys and Girls Club, Woodlawn Cemetery, and several medical offices in the immediate area. The proposed sidewalk project is a much needed expansion of the existing multimodal pedestrian pathways providing safer routes in high traffic areas and the public's desire to interconnect end point destinations. Taylor County's efforts to shift and separate pedestrian traffic from vehicular traffic integrates seamlessly with the Florida Strategic Highway Safety Plan (SHSP), Target Zero, and Vision Zero initiatives to mitigate and eliminate transportation related fatalities and serious injuries. Taylor County will provide oversight of all engineering, project management, and administrative services for the Johnson Stripling/Ash Street Sidewalk Project.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to discuss possible grant submission for the Fiscal Year 2029 funding cycle to the Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP). The County traditionally uses this program to fund the construction of sidewalks and/or paved pedestrian trails.

MEETING DATE REQUESTED:

December 5, 2022

Statement of Issue:

Board to discuss possible grant submission to the 2029 funding cycle for the FDOT Transportation Alternatives Program. The County is eligible to submit a maximum of two projects. If the Board chooses to submit two projects the Board must determine which project is the top priority at grant submission.

Recommended Action:

Move forward with the submission process which will include a public hearing to receive public input as required by the grant application at the January 3, 2023 Board meeting.

Fiscal Impact:

The County will not be required to provide a cash match. The County will be required to provide engineering and program administration services.

Budgeted Expense: Y/N Not applicable at this time.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDOT Transportation Alternatives applications are submitted a minimum of five years in advance. Transportation Alternatives funds and can be used for numerous pedestrian and bicycle projects including but not limited to: the construction sidewalks; bicycle infrastructure; pedestrian and bicycle signals; safety related infrastructure; ADA compliance measures; turn outs; overlooks and; viewing areas. It should be noted that the County **MUST** own all right of way or land required for the projects submitted prior to grant submission. The

County submitted two grant applications in February 2022 which were not funded. Those two projects were the construction of a sidewalk from the High School along Johnson Striping to Ash Street and a sidewalk from the corner of Ash and N. Jefferson Street to approximately Grave Drive In. The County may wish to resubmit those applications. The TAP program approved funding two projects in 2021 for the sidewalk extension project in Steinhatchee and the construction of the Pinecrest Street sidewalk in Perry for FY 2027. Previously this program funded the Old Dixie Highway sidewalk project from Jefferson Street to South Side Park, the Green Street sidewalk, the bike lane/sidewalk along County Road 361 from Keaton Beach Coastal Park to Dark Island Drive, and the sidewalk along U. S. 19 N to the Sports Complex. This program also funded the paved parking areas, bridge, equestrian area, and restrooms at Hampton Springs Park.

Attachments:

Not applicable at this time.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold public hearing at 6:00 p.m. to discuss and receive public input on the County submitting two grant applications to the Fiscal Year 2029 Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP).

MEETING DATE REQUESTED:

January 3, 2023

Statement of Issue:

Board to hold the first of two public hearings to discuss and receive public input for the possible grant submission of two projects for the 2029 funding cycle for the FDOT Transportation Alternatives Program. The proposed projects are a sidewalk to be constructed from the High School along Johnson Stripling and Ash Street to Jefferson Street to connect with the existing sidewalk on Ash Street and a sidewalk to be constructed along North Jefferson Street (U.S. 221) from Ash Street to approximately Graves Drive In.

Recommended Action:

Move forward with the submission of two grant applications for the proposed projects to the TAP.

Fiscal Impact:

The County will not be required to provide a cash match. The County will be required to provide engineering and program administration services.

Budgeted Expense: Y/N Not applicable at this time.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The FDOT Transportation Alternatives applications are submitted a minimum of five years in advance. Transportation Alternatives funds can be used for numerous pedestrian and bicycle projects including but not limited to: the construction sidewalks; bicycle infrastructure; pedestrian and bicycle signals; safety related infrastructure; ADA compliance measures; turn outs; overlooks and; viewing areas. It should be noted that

the County must own all right of way or land required for the projects submitted prior to grant submission. The County is eligible to submit two applications and must indicate which project is the priority at the time of grant submission. The County submitted the same grant applications in February 2022 but they were not funded. At the November 28, 2022 Board meeting, the Board approved resubmitting both applications. The TAP program approved funding for the sidewalk extension project in Steinhatchee and the construction of the Pinecrest Street sidewalk in Perry for FY 2027. Previously this program funded the Old Dixie Highway sidewalk project from Jefferson Street to South Side Park, the Green Street sidewalk, the bike lane/sidewalk along County Road 361 from Keaton Beach Coastal Park to Dark Island Drive, and the sidewalk along U. S. 19 N to the Sports Complex. This program also funded the paved parking areas, bridge, equestrian area, and restrooms at Hampton Springs Park.

Attachments:

Solicitation Letter and maps with the proposed sidewalk routes

PERRY NEWS-HERALD

ADVERTISING INVOICE

YOUR ORDER NO. _____ 20 *20*

DATE _____ 20____

FOR Tay. Co Board Co. Comm.

PO Box 620

Perry, FL 32348

OK to Pay JE
0114-54902
12/15/22

Dates Of Insertion						Total Rate	Amount
12/9							
Notice of Public							
Hearing							
Jan 3 2023							
						Affidavit	
						+ \$10	
Legal Advertising	Date	Inches	No. Insertions				
		7.5	1				
7.5 X 1 X 1.54 X 5.74						TOTAL	\$ 76.30

PERRY NEWS-HERALD/TACO TIMES

Published Weekly in the City of Perry
County of Taylor, State of Florida

AFFIDAVIT OF PUBLICATION

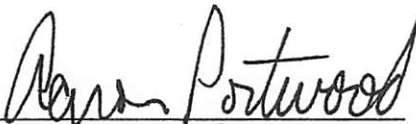
Before me, the undersigned authority personally appeared
AARON PORTWOOD, who on oath says that he is the
PUBLISHER of the Perry News-Herald/ Taco Times, both
weekly newspapers published in Perry, Taylor County, Florida,
that the attached copy of advertisement in re

**Taylor County Board of County Commissioners
Notice of Public Hearing
January 3, 2023**

was published in said newspaper in the issues of:

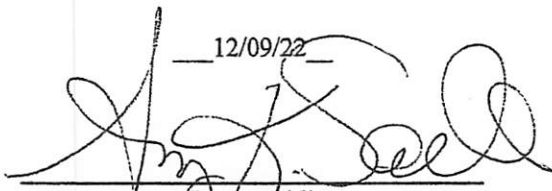
December 9, 2022

Affidavit says further that the said, newspapers published at
Perry in said Taylor County, Florida, each week; has been
entered as second class mail matter at the Post Office in Perry,
Florida, in said Taylor County, Florida for a period of one
year next proceeding the first publication of the attached copy
of notice to appear: and affiant further says that he has
neither paid nor promised any person, firm or corporation any
discount, rebate, commission or refund for the purpose of
securing this advertisement for publication in said newspaper.



Aaron Portwood, Publisher

Sworn to and subscribed
before me this


12/09/22

Notary Public
County of Taylor
State of Florida

Personally Known
Personally Appeared
before me



NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN, THAT
THE TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS, WILL
HOLD A PUBLIC HEARING, TUESDAY
JANUARY 3, 2023, AT 6:00 PM
TO RECEIVE PUBLIC INPUT AND
NOTIFY THE PUBLIC OF THE
POSSIBLE GRANT SUBMISSION
OF TWO APPLICATIONS BY THE
TAYLOR COUNTY BOARD OF
COMMISSIONERS TO FLORIDA
DEPARTMENT OF TRANSPORTATION,
TRANSPORTATION ALTERNATIVES
PROGRAM (TAP) FOR THE 2023
FUNDING CYCLE. THE BOARD OF
COMMISSIONERS INTENDS TO
SUBMIT A GRANT APPLICATION FOR
A SIDEWALK TO BE CONSTRUCTED
ALONG US 221 FROM ASH
STREET TO APPROXIMATELY
GRAVES DRIVE IN THE SECOND
GRANT APPLICATION WILL BE THE
CONSTRUCTION OF A SIDEWALK
FROM THE HIGH SCHOOL ALONG
JOHNSON STRIPING AND ASH
STREET TO JEFFERSON STREET
TO CONNECT WITH THE EXISTING
SIDEWALK ON ASH STREET.
ALL MEMBERS OF THE PUBLIC ARE
WELCOME TO ATTEND. NOTICE IS
FURTHER HEREBY GIVEN PURSUANT
TO FLORIDA STATUTE 286.0105
THAT ANY PERSON OR PERSONS
DECIDING TO APPEAL ANY MATTER
CONSIDERED AT THIS MEETING
WILL NEED A RECORD OF THE
HEARING AND MAY NEED TO
ENSURE THAT A VERBATIM RECORD
OF THE PROCEEDINGS IS MADE,
WHICH RECORD INCLUDES THE
TESTIMONY AND EVIDENCE UPON
WHICH THE APPEAL IS TO BE BASED.
THE PUBLIC HEARING WILL BE HELD
AT THE TAYLOR COUNTY BOARD OF
COMMISSIONERS MEETING ROOM,
201 E. GREEN STREET, PERRY,
FLORIDA 32347. A CONFERENCE
LINE WILL ALSO BE AVAILABLE FOR
PUBLIC PARTICIPATION AT 1-917-
900-1022, ACCESS CODE 323474.
THIS IS NOT A TOLL-FREE NUMBER
AND YOU MAY BE SUBJECT TO LONG
DISTANCE CHARGES, ACCORDING
TO YOUR LONG-DISTANCE PLAN.
ALL PERSONS INTERESTED IN THIS
MATTER SHOULD BE GOVERNED BY
THIS PUBLIC NOTICE. BOARD OF
COUNTY COMMISSIONERS, TAYLOR
COUNTY, FLORIDA.

knife of the public safety word," he said. "If you don't know who to send, send the fire department. They'll figure it out or call somebody else."

"We had 687 calls as of Nov. 1," Cassel said. "I'm really expecting that to break 800 this year with the way we're trending right now."

Of the 687 calls included in Cassel's report, 98 were brush fires, 48 were structure fires, 34 were vehicle fires, 66 were fire alarms/investigations, 107 were vehicle wrecks (with no fire involved), 211 were medical responses and 126 were hazardous material, technical service or miscellaneous.

"When you see that breakdown, our EMS calls were 211, which seems like a pretty big number," Cassel said. "But, when you look

"I don't know," Cassel said, although he added it could be the number of aging homes in the county since there has been less new construction recently (based on an earlier "State of the County" report from the Building and Planning Department).

"Last year, our total responses were 646 calls on the year," he said. "So, as of Nov. 1, we had already beaten that one. As of today, we've really beaten it. And, by the end of December, we're going to beat it into the dirt."

"That's been kind of a steady rise," Cassel said. "The year before last, we were just over 700 calls. Last year took a bit of a downtick. We've seen that. We'll come up a year, then we'll go down. Then we'll come up even higher."

Cassel noted that while

time for a rural area like Taylor County is around 10 minutes.

As for Fire-Rescue's 7.89-minute average, Cassel said, "When you're looking at a 1,200-square-mile county, I'm proud of that."

Cassel said the response time is based on the time the first responding personnel is on the scene, whether that is paid staff or volunteers.

"Our volunteers are Taylor County Fire-Rescue," he said.

Taylor County is broken down into six fire zones, and Cassel provided call numbers and average response times for each zone (see map).

On the zone level, Zones 2 and 3, which are west and east of Perry, the average response times were 8.44 minutes (159 calls) and 7.82 minutes

construction and started. Cassel added that due to the amount of employee turnover, they were working with staff to make sure they know the areas they are serving.

"We're working on getting CAD software in our trucks, which helps with the mapping, which helps us get to everything. It automatically puts it up there, so as soon as they get dispatched, they just have to hit a button, and it says here is where you are going. All of the information they need will be there."

Cassel added he hoped to have CAD software implemented by the end of the year.

While call numbers are up, Cassel said there has not been a single zone or single call type that has driven the increase.

"Everything organically grew across the board," he

said employee staffers now. "We people (other

On Breal Th Dec. 8:40 Re day c Coi Hardv

LEGALS

(Continued from page 10)

NOTICE OF INTENTION TO REGISTER FICTITIOUS NAME

Notice is hereby given that Kristin Croy Skipper, owner, desiring to engage in business under the fictitious name of Skipper Soaps, located at PO Box 214, Steinhatchee, Florida 32359, intends to register said name in Taylor County with the Division of Corporations, Florida Department of State, pursuant to section 865.09 of the Florida Statutes. The extent of ownership is:

Kristin Croy Skipper (100%).

INVITATION TO BID

The City of Perry is soliciting bids for a 2023 Utility Vehicle. For more information regarding this bid visit the City of Perry website: www.cityofperry.net or contact Ms. Duckworth at (850) 584-2189. Taylor Brown, City Manager Shirley Hampton, City Mayor

INVITATION TO BID

The City of Perry is soliciting bids for a Commercial Grade Zero Turn Mower. For more information regarding this bid visit the City of Perry website: www.cityofperry.net or contact Ms. Duckworth at (850)

584-2189.

Taylor Brown, City Manager Shirley Hampton, City Mayor

INVITATION TO BID

The City of Perry is soliciting bids for a 2023 Backhoe Loader. For more information regarding this bid visit the City of Perry website: www.cityofperry.net or contact Ms. Duckworth at (850) 584-2189. Taylor Brown, City Manager Shirley Hampton, City Mayor

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, THAT THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS WILL HOLD A PUBLIC HEARING TUESDAY JANUARY 3, 2023 AT 6:00 PM TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT SUBMISSION OF TWO APPLICATIONS BY THE TAYLOR COUNTY BOARD OF COMMISSIONERS TO FLORIDA DEPARTMENT OF TRANSPORTATION, TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THE 2023 FUNDING CYCLE. THE BOARD OF COMMISSIONERS INTENDS TO SUBMIT A GRANT APPLICATION FOR A SIDEWALK TO BE CONSTRUCTED ALONG U.S. 221 FROM ASH STREET TO APPROXIMATELY GRAVES DRIVE IN THE SECOND

GRANT APPLICATION WILL BE THE CONSTRUCTION OF A SIDEWALK FROM THE HIGH SCHOOL ALONG JOHNSON STRIPING AND ASH STREET TO JEFFERSON STREET TO CONNECT WITH THE EXISTING SIDEWALK ON ASH STREET.

ALL MEMBERS OF THE PUBLIC ARE WELCOME TO ATTEND. NOTICE IS FURTHER HEREBY GIVEN PURSUANT TO FLORIDA STATUTE 286.0105 THAT ANY PERSON OR PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE HEARING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE PUBLIC HEARING WILL BE HELD AT THE TAYLOR COUNTY BOARD OF COMMISSIONERS MEETING ROOM, 201 E. GREEN STREET PERRY, FLORIDA 32347. A CONFERENCE LINE WILL ALSO BE AVAILABLE FOR PUBLIC PARTICIPATION AT 1-917-900-1822 ACCESS CODE 32347. THIS IS NOT A TOLL-FREE NUMBER AND YOU MAY BE SUBJECT TO LONG DISTANCE CHARGES, ACCORDING TO YOUR LONG DISTANCE PLAN.

ALL PERSONS INTERESTED IN THIS MATTER SHOULD BE GOVERNED BY THIS PUBLIC NOTICE BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA.

REACH FLORIDA

FLORIDA STATEWIDE CLASSIFIEDS

HEALTH

VIAGRA OR CIALIS 100 PILLS - \$99/ 6 ASTHMA INHALERS - \$105. FREE SHIPPING. OVER 100 MEDS AVAILABLE. SATISFACTION GUARANTEED USA STAY HEALTHY.COM | 888-424-4908.

EDUCATION

TRAIN ONLINE TO DO MEDICAL BILLING! Become a Medical Office Professional online at CTI! Get Trained, Certified & ready to work in months! Call 855-738-9684. (M-F 8am-6pm ET). Computer

with inte

HOME

BCI Wal on SALE 50 calls CALL 8 free In-h

HOME

UPDATE with Be & Sha home it conv from hc installat - Made for free 636-1911 specials!

DONATE to fund 1 MISSING FREE P response Maximum and No Required!

Perry Newspapers Inc.
PO BOX 888
Perry FL 32348

Phone Number: (850) 584-5513

ID# 791

TAYLOR CO BOARD OF CO COMMS
P.O. BOX 620
PERRY FL 32348

Balance Due: 949.13

12/09/2022	Legal Ad - 019436 NOTICE OF PUBLIC HEARING JANUARY 3, 2023	76.30	
12/14/2022	Legal Ad - 019444 INVITATION TO BID SLAUGHTER ROAD WIDENING/ RESURFACING	169.11	
✓12/14/2022	Classified Line - TT	8.80	
✓12/16/2022	Classified Line - PNH	8.80	
✓12/21/2022	Classified Line - TT	8.80	
✓12/23/2022	Classified Line - PNH	8.80	
12/28/2022	Payment Received	8.80	
	CK 68905 PMT FOR LEGAL AD		102.82-
✓12/28/2022	Retail Adv - TT TAP PUBLIC HEARING	107.40	
✓12/28/2022	Classified Line - TT	8.80	
✓12/30/2022	Classified Line - PNH	8.80	
	Balance Due	949.13	

OK to Pay JE
0114-54902
1/10/23 \$107.40

107.40

Current	30	60	90	90+
875.61	73.52	0.00	0.00	0.00

If you require a tear sheet, please call (850) 584-5513, or
email taco@perrynewspapers.com for a digital edition..

County seeks state funding for Beach Road, Dark Island Road and Buckeye Nursery Road

The Taylor County Commission is seeking state funding to resurface Beach Road, Dark Island Road and Buckeye Nursery Roads.

The board voted unanimously at its Nov. 23 meeting to submit the roads in that priority to the Florida Department of Transportation (FDOT) for consideration in its Small County Road Assistance Program (SCRAP). Small County Outreach Program (SCOP) and County Incentive Grant Program (CIGP) for the 2023 fiscal year.

Each year, the county sends a prioritized list of roads to FDOT that have been identified as needing widening and/or resurfacing, as these state programs are the primary source of funding for projects on county roads that were once part of the state highway system.

Last year, the county submitted Plantation Road, Beach Road and Dark Island Road for consideration, and successfully had Plantation R.D. scheduled for the 2026

fiscal year.

At the Nov. 23 meeting, County Engineer Kenneth Dudley told the commission it was the recommendation of staff — himself, County Administrator LaWanda Pemberton and Public Works Director Hank Evans — that the commission resubmit Beach Road and Dark Island Road and add Buckeye Nursery Road in third position.

"I have a question," Commissioner Pam Feagle said. "I know each one of us has roads in their district

that are in really bad shape. How do we get these roads somewhere so it's noted?"

"Tell me which ones," Dudley said.

"Okay, I have Boyd Road and Green Farm Road," Feagle said.

"Boyd Road is a secondary road," Dudley said. "That's not one of the original state-ownership roads. Green Farm is on my candidate list. I actually said it was a toss-up between these two. Hank, in his opinion, and I share it, Buckeye Nursery Road had a greater severity

than Green Farm Road."

"You look at Buckeye Nursery Road compared to Plantation, Plantation needs a lot more repair," Commissioner Jim Moody said. "Plantation has already been programmed for 2026."

"Well, then my worst road other than Boyd Road is Green Farm Road," Feagle said.

"Amen," Dudley said. "I think if we wind up getting some of these, that's the one you will see cycle up."

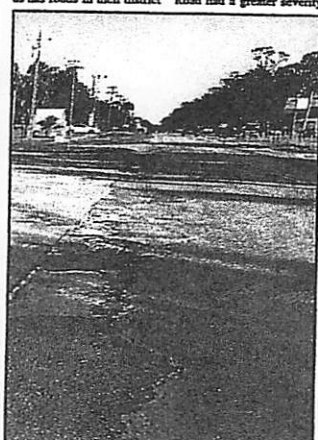
"I've got some others

that are deteriorating, but they're not in the condition that these are," Feagle said. "And, that's the whole thing, I've got Morgan Whiddon that I'd love to have redone, but I'm sure other people have roads in their districts that are just like Green Farm. You know, I don't want to put aside any road in my district, of course, but I think the roads that need it the worst, no matter whose district it's in, should be on the list."

→ Please see page 9



Last month, the Taylor County Commission began advertising for construction firms to widen and resurface Slaughterhouse Road, a project that was delayed for more than a year due to permitting issues.



County Engineer Kenneth Dudley said this week he is awaiting a wetland mitigation purchase agreement for the First Avenue resurfacing project, adding that he hopes to present it to the commission in January.



The county received \$530,000 in Small County Road Assistance Program funding from the Florida Department of Transportation for the 0.4-mile resurfacing project on Cedar Island Road.

Upcoming state-funded paving projects include Ash Street, Spring Warrior Road, Industrial Drive and Plantation Road

PAVING PROJECTS Continued from page 1

(SCRAP). Bids for the project are due by Jan. 13, 2023, and will be opened at the commission meeting on Jan. 17, 2023.

As for First Avenue, which has also experienced permitting delays, County Engineer Kenneth Dudley said this week he is awaiting a wetland mitigation purchase agreement that he hopes to present to the commission in early

January — as long as it arrives in time.

"Once that is approved, and they receive the check, I will present the plans to the (commission) for approval to advertise (for paving bids)," Dudley said.

The third resurfacing project expected to be underway in 2023 is Cedar Island Road. The county received \$530,000 in SCRAP funding for the 0.4-mile resurfacing project.

There are a number of other SCRAP and SCOP projects for which the

county has already received funding agreements, including:

- **Ash Street:** The county received \$2,146,431 through SCOP for the project, which is set to widen and resurface approximately two miles of roadway from U.S. 19 to Helen Street. The county expects the county to finish the design and move into permitting on the project in 2023.
- **Contractor's Road:** The county commission approved a reimbursement agreement with FDOT in February 2022 for the \$1.37 million SCOP project to widen and resurface McDaniel Road from Wright Road to Pigrah Road, approximately 1.3 miles. Dudley said he expects the county to finish the design and move into permitting on the project in 2023.
- **McDaniel Road:**

The county commission approved a reimbursement agreement with FDOT in February 2022 for the \$1.37 million SCOP project to widen and resurface McDaniel Road from Wright Road to Pigrah Road, approximately 1.3 miles. Dudley said he expects the county to finish the design and move into permitting on the project in 2023.

February 2022 for the \$1.03 million SCOP project to widen and resurface 0.6 mile of Contractor's Road from the Georgia-Pacific scales to Foley Road (CR 30). Dudley said the project will move toward the design phase in 2023.

In addition to those projects, the following SCRAP and SCOP projects are included in FDOT's five-year work plan:

- **Spring Warrior Road:** FDOT has \$7.5 million in funding scheduled for fiscal year 2024 for Spring

Warrior Road (CR 361A) to widen/resurface 6.7 miles of the roadway from Spring Warrior to Pickett Road.

- **Industrial Drive:** FDOT has \$1.5 million in funding scheduled for fiscal year 2025 for Industrial Drive to widen/resurface 1.1 miles of the roadway from U.S. 19 to Pickett Road.

- **Plantation Road:** FDOT has \$2.5 million in funding scheduled for fiscal year 2026 for Plantation Road to widen/resurface the roadway.

Grand jury indicted Burns for capital murder in '20

BURNS

Continued from page 1

the status of the case, is set for next week, Wednesday,

Jan. 4.

Burns, 46, is facing a first-degree murder charge for the May 9, 2020 stabbing death of his

ex-wife, Loriann "Lori" Carlton Burns at a home on Foley Cut Off Road.

A grand jury handed down a capital murder indictment on Oct. 27, 2020, indicting (Brian) Burns on one count of first degree murder while armed.

Burns was initially declared indigent and appointed a public defender. However, the 3rd Judicial Circuit Public Defender's office later withdrew from the case after declaring a conflict of interest.

Attorney Rob Baker

with the Florida Office of Criminal Conflict and Civil Regional Counsel.

However, in the past month, two different Leon County attorneys have filed notices to represent Burns, including

Tallahassee criminal defense attorney Nathan Prince and co-counsel Adrian Middleton of Middleton & Middleton in Tallahassee.

In July, while being represented by Taylor, Burns notified the court that he intended to assert an "insanity" defense.

Since originally being

scheduled for trial in May 2022, the legal process has been delayed numerous times while Burns was referred for a competency evaluation to determine

whether or not he is fit to stand trial.

During pre-trial hearings, the court was informed the defense was awaiting a report from an expert hired to interview Burns and assess his mental state.

This move also required that the state attorney's office hire its own expert to examine Burns.

At an October 2022 hearing, it was confirmed that those two expert reports had not yet been received.

Copies of the reports have still not been filed with the Clerk of Courts office to date.

In a hearing held on Dec. 19, the case was deemed "the number one trial case for the January trial term."

On behalf of the Taylor County Board of Commissioners,

Taylor County Grants Department

will host a public meeting

January 10, 2023 at 10 A.M.

at 201 E. Green Street, Perry, FL 32347

to discuss and receive public input on the County's applications to the Florida Department of Transportation, Transportation Alternative Program (TAP) requesting funding assistance for the construction of sidewalks at the following locations:

1. Perry - From Taylor County High School on Johnson Striping Road down Ash Street to Jefferson Street
2. Perry - North Jefferson Street (US 221) from Ash Street to approximately Cowes Drive-In Restaurant

Conference Line: 1-917-900-1022

Access Code: 32347#

This is not a toll free number and you may be subject to long distance charges, according to your long distance plan. If you wish to speak during the meeting dial #5. The moderator will unmute your line when it is your turn to speak. You will be notified of your chance to speak announcing the last 4 digits of your telephone number. Please announce your name and address. You will be allowed 5 minutes to speak.

All public comments received will be posted on the County's website at www.taylorcountygov.com. Public comments will also be included with the funding application.

For additional information, please contact Melody Cox at melody.cox@taylorcountygov.com or Jami Evans at jamevans@taylorcountygov.com or 850-838-3553.

If you are a person with a disability who needs any accommodation in order to participate in the meeting, you are entitled at no cost to you, to provision of reasonable assistance. Please contact Jami Evans at 850-838-3553 within three working days of the meeting.

SHOTOKAN
KARATE

All Classes on
Tuesday & Thursday
1713 S Jefferson St.
Perry Plaza
(850) 838-5339
www.perrydojo.us
dojo@fairpoint.net
Beginner Kids 4:30 p.m.
Teen-Adult 5:30 p.m.
Jimmy Bowden
Chief Instructor/Owner

FRITH ABSTRACT & TITLE COMPANY

We wish everyone a
HAPPY NEW YEAR!
We will be closed Monday, Jan. 2nd

frith
Abstract & Title Co.

Telephone
(850) 584-2672
Fax
(850) 584-8341
501 N. Byron Butler Pkwy.
P.O. Box 515 Perry, FL 32348



- [Home](#)
- [Your Government](#)
- [Departments](#)
- [Residents](#)
- [Resources](#)
- [About Taylor County](#)



[Learn More](#)



QUICK LINKS

[Public Meeting](#)

[Annual Financial Reports](#)

[ADA Transition Plan](#)

[Board Agendas](#)

[Brd. of County Commissioners](#)

[Broadband Speed Test](#)

[Constitutional Offices](#)

[Employment](#)

[Florida State Expenditure Plan](#)

[Roll-Off Schedule Updated](#)

[Taylor County 2022](#)

[Taylor County Local Mitigation Strategy 2020](#)

[Taylor County Code of Ordinances](#)

[Title VI Nondiscrimination Policy and Plan](#)

[Vision 2060](#)

CALENDAR EVENTS

TAP Grant Public Information Meeting

**TCRAB MEMBERS
VACANCIES**



NOW ACCEPTING APPLICATIONS

[Read More](#)

Perry, FL 32347
Phone (850) 838-3500
Email: webmaster@taylorcountygov.com

CALENDAR: MASTER

EVENT: TAP GRANT PUBLIC INFORMATION MEETING

Close

Date: Jan 10, 2023
Day: Tuesday
Time: 10:00 AM
© 2017 Taylor County, FL

Detail: TAP Grant Public Information Meeting
On behalf of the Taylor County Board of County Commissioners, Taylor County Grants Department will host a public meeting January 10, 2023 at 10:00 A.M. to discuss and receive public input on the County's applications to the Florida Department of Transportation.
[TAP Grant Public Information / TAP Grant Public Information Meeting.pdf](#)

Event Updated: Tuesday January 3, 2023 11:07:02 am

TCRAB MEMBERS
VACANCIES

NOW ACCEPTING APPLICATIONS

[Read More](#)

TAP Grant Public Information Meeting

On behalf of the Taylor County Board of County Commissioners, Taylor County Grants Department will host a public meeting January 10, 2023 at 10:00 A.M. to discuss and receive public input on the County's applications to the Florida Department of Transportation , Transportation Alternative Program (TAP) requesting funding assistance for the construction of sidewalks at the following locations:

1. Perry – From Taylor County High School on Johnson Stripling Road down Ash Street to Jefferson Street
2. Perry – North Jefferson Street (US 221) from Ash Street to approximately Graves Drive-In Restaurant

The meeting will be held at 201 E. Green Street, Perry, FL 32347. A conference line has been set up to accommodate community access to the meeting.

Conference Line: 1-917-900-1022

Access Code: 32347#

This is not a toll free number and you may be subject to long distance charges, according to your long distance plan. If you wish to speak during the meeting dial #5. The moderator will unmute your line when it is your turn to speak. You will be notified of your chance to speak announcing the last 4 digits of your telephone number. Please announce your name and address. You will be allowed 5 minutes to speak.

All public comments received will be posted on the County's website at www.taylorcountygov.com. Public comments will also be included with the funding application.

For additional information, please contact Melody Cox at melody.cox@taylorcountygov.com or Jami Evans at jevans@taylorcountygov.com or 850-838-3553.

If you are a person with a disability who needs any accommodation in order to participate in the meeting, you are entitled at no cost to you, to provision of reasonable assistance. Please contact Jami Evans at 850-838-3553 within three working days of the meeting.

Meeting Minutes

Project: Florida Department of Transportation – Transportation Alternative Program (TAP) Public Meeting

Date: January 10, 2023

Johnson Stripling Rd/Ash Street and North Jefferson Street (US 221) Sidewalk Projects

Time: 10:00 am

201 E. Green Street, Perry, FL 32347

Meeting Facilitator: Jami Evans, Grants Coordinator

Attendees: See attached sign in sheet

Agenda: Key Discussion Points

Outcomes (Decisions, Action Items)

Public Meeting for Florida Department of Transportation – Transportation Alternative Program (TAP) requesting funding assistance for the construction of sidewalks at the following locations:

- Topic 1:**
1. Johnson Stripling Rd/Ash Street – From Taylor County High School on Johnson Stripling Rd down Ash Street to Jefferson Street
 2. North Jefferson Street (US 221) – From Ash Street to Graves Drive In Restaurant

Jami Evans gave a presentation of the Florida Department of Transportation TAP Grant for the Taylor County Sidewalk Projects. Attendees were informed where the sidewalks would be located. There were no questions or comments during or after the presentation.

Topic 2:

Topic 3:

Topic 4:

Topic 5:

ENGINEER'S COST ESTIMATE SPREADSHEET



Project Title: Ash Street/Johnson Striping Rd Sidewalk Connection

Date: November 17, 2022

Pay Item Number*	Pay Item Description*	Transportation Alternatives Program Requested Funds				Other Funds				Source(s) of Match	Total Quantity	Total Engineer's Cost
		Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost	Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost			
0101-1-	MOBILIZATION	1.0	LS	\$ 75,000.00	\$ 75,000.00						1.0	\$ 75,000.00
0102-1-	MAINTENANCE OF TRAFFIC	1.0	LS	\$ 70,000.00	\$ 70,000.00						1.0	\$ 70,000.00
0104-10-3	SEDIMENT BARRIER	1050.0	LF	\$ 3.50	\$ 3,675.00						1050.0	\$ 3,675.00
0110-1-1	CLEARING AND GRUBBING	1.0	LS	\$ 30,000.00	\$ 30,000.00						1.0	\$ 30,000.00
0110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	66.7	SY	\$ 85.00	\$ 5,666.67						66.7	\$ 5,666.67
0110-7-1	MAILBOX, F&I, SINGLE	7.0	EA	\$ 375.00	\$ 2,625.00						7.0	\$ 2,625.00
0120-1-	REGULAR EXCAVATION	138.3	CY	\$ 15.00	\$ 2,074.07						138.3	\$ 2,074.07
0120-6	EMBANKMENT	1318.5	CY	\$ 21.00	\$ 27,688.89						1318.5	\$ 27,688.89
0400-1-2	CONCRETE, CLASS I, ENDWALL	2.2	CY	\$ 800.00	\$ 1,792.00						2.2	\$ 1,792.00
0400-1-11	CONCRETE, RETAINING WALL, PED BRIDGE ABUTMENT	8.9	CY	\$ 1,500.00	\$ 13,333.33						8.9	\$ 13,333.33
0430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	8.0	LF	\$ 165.00	\$ 1,320.00						8.0	\$ 1,320.00
0515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	20.0	LF	\$ 150.00	\$ 3,000.00						20.0	\$ 3,000.00
0520-2-1	TYPE D CURB	20.0	LF	\$ 100.00	\$ 2,000.00						20.0	\$ 2,000.00
0522-1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	1395.0	SY	\$ 70.00	\$ 97,650.00						1395.0	\$ 97,650.00
0522-2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	354.4	SY	\$ 100.00	\$ 35,444.44						354.4	\$ 35,444.44
0527-2-	DETECTABLE WARNINGS	17.3	SY	\$ 45.00	\$ 780.00						17.3	\$ 780.00
0570-1-2	PERFORMANCE TURF, SOD	4111.0	SY	\$ 4.20	\$ 17,266.20						4111.0	\$ 17,266.20
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT	16.0	EA	\$ 500.00	\$ 8,000.00						16.0	\$ 8,000.00
0700-1-50	SINGLE POST SIGN, RELOCATE	12.0	AS	\$ 350.00	\$ 4,200.00						12.0	\$ 4,200.00
0700-1-60	SINGLE POST SIGN, REMOVE	12.0	AS	\$ 75.00	\$ 900.00						12.0	\$ 900.00
0705-10-2	OBJECT MARKER, TYPE 2, 6X12	13.0	EA	\$ 100.00	\$ 1,300.00						13.0	\$ 1,300.00
0711-11-121	THERMOPLASTIC, PAVEMENT MARKING, WHITE, SOLID, 6" FOR EDGE LINE	280.0	LF	\$ 4.00	\$ 1,120.00						280.0	\$ 1,120.00
0711-11-201	THERMOPLASTIC, PAVEMENT MARKING, YELLOW, SOLID, 6" FOR CENTERLINE AT STOPBAR	320.0	LF	\$ 4.00	\$ 1,280.00						320.0	\$ 1,280.00
0711-11-123	THERMOPLASTIC, STD WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	680.0	LF	\$ 7.00	\$ 4,760.00						680.0	\$ 4,760.00
0711-11-125	THERMOPLASTIC, STD WHITE, SOLID, 24" FOR STOP BAR AND CROSSWALK	276.0	LF	\$ 10.00	\$ 2,760.00						276.0	\$ 2,760.00
0711-171-	REMOVE EXISTING THERMO PLASTIC PAVEMENT MARKING	160.0	SF	\$ 8.00	\$ 1,280.00						160.0	\$ 1,280.00
0721-8X	STEADFAST PEDESTRIAN BRIDGE, 6 FT WIDTH	100.0	LF	\$ 1,200.00	\$ 120,000.00						100.0	\$ 120,000.00
				\$ -	\$ -						0.0	\$ -
				\$ -	\$ -						0.0	\$ -
				\$ -	\$ -						0.0	\$ -
				\$ -	\$ -						0.0	\$ -
TAP Funds Requested				\$	534,915.61	Other Funds Total					Subtotal	\$ 534,915.61

Total Project Cost Estimate \$ 534,915.61

* A reasonable estimate of the project costs is required prior to adoption in the Department's Five Year Work Program. Use Present Day Cost values. Projects must follow appropriate design criteria and meet Americans with Disabilities Act requirements.

Estimates shall be broken down to eligible and non-eligible project costs. Estimates are to be prepared and signed by a Professional Engineer from Agency's Engineering Office.

This Engineers Cost Estimate (Excel) spreadsheet was obtained from:
<http://www.fdot.gov/planning/systems/SUNTrail/guidance.htm>
 Use the following links to access the basis of estimates manual as well as historical cost information for the project area:

[Basis of Estimates Manual](#)

[Historical Cost Information](#)

Prepared by:

PE Number: PE58014

Kenneth Dudley

Name

Signature

11/17/2022

Date

Reviewed by:

Name

Signature

Date

TAYLOR COUNTY BOARD OF COMMISSIONERS**County Commission Agenda Item****SUBJECT/TITLE:**

Board to review and approve the grant application to the Fiscal Year 2029 Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) for the construction of a sidewalk on North Jefferson Street (US 221) from Ash Street to approximately Graves Drive In Restaurant.

MEETING DATE REQUESTED:

February 6, 2023

Statement of Issue:

Board to review and approve the grant application to the 2029 funding cycle for the FDOT Transportation Alternatives Program for the construction of a sidewalk on North Jefferson Street (US 221 N) from Ash Street to approximately Graves Drive In Restaurant.

Recommended Action: Approve grant application.

Fiscal Impact:

The County is requesting funding assistance for the construction of the sidewalk and will not be providing a cash match. The County will be required to provide engineering and program administration services.

Budgeted Expense: Y/N Not applicable at this time.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The proposed .94 mile 5 foot wide concrete sidewalk will run from the corner of Ash Street and N. Jefferson Street (US 221 N) to approximately Graves Drive In. The County is eligible to submit two applications and has approved submission of an application for a .57 mile sidewalk to be constructed from the High School along Johnson Stripling Road to Ash Street. The County must indicate which project is the priority at the time of grant submission. At the January 17, 2023 Board meeting, the Board determined the priority project would be the sidewalk on Johnson Stripling to Ash. The TAP program approved funding for the sidewalk extension project in Steinhatchee and the

construction of the Pinecrest Street sidewalk in Perry for FY 2027. Previously this program funded the Old Dixie Highway sidewalk project from Jefferson Street to South Side Park, the Green Street sidewalk, the bike lane/sidewalk along County Road 361 from Keaton Beach Coastal Park to Dark Island Drive, and the sidewalk along U. S. 19 N to the Sports Complex. This program also funded the paved parking areas, bridge, equestrian area, and restrooms at Hampton Springs Park.

Attachments:

Grant application and associated support documents.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

February 6, 2023

Florida Department of Transportation, District Two
1109 S. Marion Avenue, Mail Station 2007
Lake City, FL 32025-5874

Attn: Amy Roberson, FCCM
Planning Supervisor

Re: Transportation Alternatives Program Application Fiscal Year 2029

Dear Ms. Roberson,

Taylor County is respectfully submitting two applications to the above referenced program. The priority application is the Johnson Stripling/Ash Street Sidewalk Project application. The second application is for the North Jefferson Street Sidewalk Project.

Thank you for your consideration of our applications. Please do not hesitate to contact Kenneth Dudley, our County Engineer at 850-838-3500 or at county.engineer@taylorcountygov.com should you have any technical questions in reference to our application.

Sincerely,

Jamie English
Chairman



FDOT Transportation Alternatives Set-Aside Program

FUNDING APPLICATION

Submittal Date:

APPLICANT INFORMATION

Agency/Organization Name: Taylor County Board of County Commissioners			
Agency Contact Name: Kenneth Dudley		Title: County Engineer	
Mailing Address: 201 E. Green Street		City: Perry	State: FL Zip Code: 32347
County: Taylor		MPO/TPO (if applicable):	
Telephone: 850-838-3500		Email Address: county.engineer@taylorcountygov.com	

CERTIFICATION OF PROJECT SPONSOR/IMPLEMENTING AGENCY SUPPORT:

Certification of project sponsor/implementing agency support is attached.

☒ Yes (Required)

PROJECT TYPE: ☒ Infrastructure ☐ Non-infrastructure

FDOT requires locally administered infrastructure projects be implemented by a LAP certified agency; Non-infrastructure projects do not require LAP certification. If the project applicant intends to administer the project but is not LAP certified at the time of application submittal, they may seek project-specific certification prior to project authorization if their application is selected, or they may partner with a LAP certified agency or with FDOT to serve as the project sponsor and implementing agency. Non-profit organizations are not eligible for LAP certification.

FOR INFRASTRUCTURE PROJECTS ONLY - APPLICANT'S LOCAL AGENCY PROGRAM (LAP) CERTIFICATION STATUS

- ☒ Currently fully LAP Certified / Year of Certification: 2015
☐ Not LAP Certified but will seek project-specific certification
☐ Not LAP Certified but project will be administered by the FDOT District
☐ Not LAP Certified but have secured a LAP Sponsor/Implementing Agency as identified below:

LAP Sponsor/Implementing Agency Name: Taylor County Board of County Commissioners			
LAP Sponsor/Implementing Agency Contact Name: Kenneth Dudley		Title: County Engineer	
Mailing Address: 201 E. Green Street		City: Perry	State: FL Zip Code: 32347
Telephone: 850-838-3500		Email Address: county.engineer@taylorcountygov.com	

PROJECT INFORMATION

PROJECT NAME/TITLE: North Jefferson Street Sidewalk Project - Priority #2 Project

ELIGIBLE TRANSPORTATION ALTERNATIVES PROJECT CATEGORY:

Please check the one Transportation Alternatives eligible project category that the proposed project will address. Checking more than one category does not ensure or increase eligibility. Additional guidance on eligible project activities is included in Appendix B of the [FDOT TA Program Guidance](#).

1. ☒ Construction, planning and design of on and off-road facilities for bicyclists, pedestrians, and other forms of nonmotorized transportation (pedestrian and bicycle facilities)
2. ☐ Construction, planning and design of infrastructure-related projects/systems to provide safe routes for non-drivers including children, older adults, individuals with disabilities (safe routes for non-drivers)
3. ☐ Conversion and use of abandoned railroad corridors for non-motorized use
4. ☐ Construction of turnouts, overlooks, and viewing areas
5. ☐ Inventory, control or removal of outdoor advertising
6. ☐ Historic preservation and rehabilitation of historic transportation facilities
7. ☐ Vegetation management practices in transportation rights of way
8. ☐ Archaeological activities related to impacts from transportation projects
9. ☐ Environmental mitigation activities
10. ☐ Safe Routes to School

***NOTE:** Safe Routes to School (SRTS) funding under Transportation Alternatives is separate from the FDOT SRTS Program; however, if FDOT SRTS Program funds are to be used on any phase of the project then the project will need to comply with the Florida SRTS program requirements. For more information, visit <https://www.fdot.gov/safety/2A-Programs/Safe-Routes.shtm>.

PROJECT LOCATION:

Roadway name: * North Jefferson Street (US 221)		
<input type="checkbox"/> On-State System Road (State Roadway)	<input checked="" type="checkbox"/> Off-State System Road (Local Roadway)	Roadway number: (i.e. US, SR, CR, etc., if applicable)

***NOTE:** For off-road/trail projects please indicate adjacent roadway

PROJECT LIMITS:

If project has various locations (e.g. city-wide), include attachments specifying each termini and project length.

South or West Termini: South/Jefferson St @ Ash St Interse ⁺ Street Name/Mile Post/Other	North or East Termini: North/Jefferson St @ Intersection S ⁺ Street Name/Mile Post/Other
Project Length (in miles): .95 Miles	
Attachment included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
A location map with aerial view is attached to this application. <input checked="" type="checkbox"/> Yes (Required) <i>Label important features, roadways, etc. to clearly locate and show the boundaries of the project.</i>	

PROJECT DESCRIPTION:

Brief Description (1,000 character limit) (e.g. planning, design and construction of a sidewalk along Sample Road)

The North Jefferson Street Sidewalk Project is a .95 mile (5,100 LF) 5 foot wide concrete sidewalk. North Jefferson Street is also known as North US 221. This area is heavily traveled and is a key thoroughfare. There are several residential neighborhoods in the immediate area with substantial pedestrian traffic. The pedestrian traffic has increased considerably in the past few years due to the opening of a Dollar General. Graves Drive In has been a popular local restaurant since 1950 and many pedestrians travel along the very busy US 221 to reach it. The sidewalk will be a much needed expansion to the County's existing multimodal infrastructure. The County is fully LAP certified. The County Engineer will be providing project oversight which will include design, engineering, and project management services. The North Jefferson Street Project does not have any negative environmental impacts or affect sensitive or endangered habitats.

Detailed Scope of Work:

A detailed scope of work is attached.

☒ Yes (Required)

Clearly describe the existing conditions and the proposed project in detail, including specifics on the major items of work (e.g. width of sidewalks or trails, materials to be used, etc.), the purpose and need for this project, and the desired improvements.

Conceptual or design plans are attached.

☐ Yes ☒ No

Typical Section drawings are attached.

☐ Yes ☒ No

Other attachment (e.g. studies, documentation to support the project).

☒ Yes ☐ No

If yes, please describe (250 character limit):

Letters of support and documentation of public input and meetings/workshops are an attachment to this application.

PUBLIC INVOLVEMENT(500 character limit for each question below):

Has the applicant received input from stakeholders? Briefly explain:

☒ Yes ☐ No

The North Jefferson Street Sidewalk Project was discussed and input was received at the November 28, 2022 Board of County Commissioners meeting. A public hearing to receive additional input was held January 3, 2023 at a Board of County Commissioners meeting. Documentation is an attachment to the funding application. The County had previously submitted an application for this project for 27-28 funding but the project was not funded by FDOT. Due to public support and need for the project, the County is resubmitting an application.

Have public information or community meetings been held?

☒ Yes ☐ No

If yes, please provide a brief description and attach supporting documentation:

A public information meeting was held January 10, 2023 and documentation is attached to the application. The meeting was held at the Board of County Commissioners meeting room and a conference line was available to ensure access to all citizens. The public information meeting was advertised in the local paper and on the County website at www.taylorcountygov.com.

Describe public and private support for the project (e.g. petitions, endorsements, resolutions, letters of support):

The project has a great deal of public support and the public's desire to expand the County's existing multimodal infrastructure. As North Jefferson Street (also known as US 221) is heavily traveled with vehicles, the proposed sidewalk project successfully integrates with the Florida Strategic Highway Safety Plan (SHSP), Target Zero, and Vision Zero initial areas. Taylor County shares the vision to provide a safe route of transportation to all of its vehicular, pedestrian, bicycles, and the proposed sidewalk is another step forward in accomplishing the vision and mitigating injuries and fatalities. Letters of support are an attachment to this

TA Funding Application, Last Revised April 2021.

Please contact your FDOT district for district-specific application requirements.

Is the project within limits of wetlands, contamination/hazardous waste areas or endangered/threatened species?

☐ Yes ☒ No

If Yes, specify and provide documentation:

The project is not within the limits of wetlands, contamination/hazardous waste areas or endangered/threatened species.

Is environmental permitting required?

☐ Yes ☒ No

If Yes, specify and provide documentation:

The North Jefferson Street Sidewalk Project has no negative environmental impacts or impacts on any sensitive habitats.

Provide any additional project specific information that should be considered:

This project will provide a safe route of travel to several retail outlets as well as a very popular local family owned restaurant which has been a Taylor County "spot" since 1950. The sidewalk will accommodate several residential areas as well as provide connection to the Jefferson Street sidewalk system which runs thru the City of Perry to US 19. The sidewalk will also provide connection to Ash Street sidewalk system. The North Jefferson Street Sidewalk Project expands the existing multimodal system in Taylor County and the City of Perry and substantially increases pedestrian access to numerous businesses and retail outlets.

PROJECT IMPLEMENTATION

Please indicate the project phases included in this funding request:

- ☒ Planning activities
- ☐ Project Development and Environment Study (PD&E)
- ☒ Preliminary Engineering/Final Design
- ☐ Right-of-Way (ROW)
- ☒ Construction
- ☒ Construction Engineering and Inspection activities (CEI)

Please indicate who will execute the project phases identified for this project:*

Planning	PD&E	Preliminary Engineering/ Final Design	ROW	Construction	CEI
<input checked="" type="checkbox"/> Implementing agency staff	N/A	<input checked="" type="checkbox"/> Implementing agency staff	N/A	<input checked="" type="checkbox"/> Implementing agency staff	<input checked="" type="checkbox"/> Implementing agency staff
<input type="checkbox"/> Consultant	<input type="checkbox"/> Consultant	<input type="checkbox"/> Consultant	<input type="checkbox"/> Consultant	<input type="checkbox"/> Consultant	<input type="checkbox"/> Consultant
<input type="checkbox"/> FDOT	<input type="checkbox"/> FDOT	<input type="checkbox"/> FDOT	<input type="checkbox"/> FDOT	<input type="checkbox"/> FDOT	<input type="checkbox"/> FDOT
<input type="checkbox"/> Not applicable	<input checked="" type="checkbox"/> Not applicable	<input type="checkbox"/> Not applicable	<input checked="" type="checkbox"/> Not applicable	<input type="checkbox"/> Not applicable	<input type="checkbox"/> Not applicable

*NOTE: Local agencies are not eligible to be certified in PD&E and/or ROW (Refer to FDOT LAP Manual Chapters 11 and 12).

Is this project related to other FDOT funded phases that are complete, underway, or in FDOT's 5-year Work Program?

☒ Yes ☐ No

If Yes, please describe. If previous phases of this project were constructed as LAP projects, please provide the associated FDOT Project Number (i.e. FPID/FMN numbers) (500 character limit):

The County is also submitting an application for 2029 for the construction of a sidewalk from Johnson Stripling Road down E. Ash Street. The proposed North Jefferson Street sidewalk will also connect to the E. Ash Street sidewalk system.

Is there a proposed maintenance plan for when the project is complete? ☒ Yes ☐ No

If yes, please provide a brief description and attach supporting documentation as appropriate (500 character limit):

The sidewalk will be maintained by the Taylor County Public Works Department. Public Works maintains County sidewalks, paved trails, roadways, bridges, parking facilities, and other applicable infrastructure. The County Engineer provides technical assistance as so needed.

PROJECT RIGHT-OF-WAY / EASEMENT REQUIREMENTS

Is right-of-way acquisition proposed? ☐ Yes ☒ No

If yes, describe existing right-of-way (ROW) ownerships along the project, including when the ROW was obtained and how ownership is documented (i.e., plats, deeds, prescriptions, easements) (500 character limit). Attach ROW documentation as appropriate.

No right-of-way acquisition is needed for the proposed sidewalk. Sufficient right-of-way is in public ownership for the construction of the sidewalk.

Also describe proposed acquisition including timeline, expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way (500 character limit):

Not applicable as there is no proposed acquisition. All right-of-way required for the sidewalk is currently in public ownership.

Will temporary construction easements be required? ☐ Yes ☒ No

If Yes, please describe (500 character limit):

No temporary construction easements are required.

PROJECT COST ESTIMATE AND FUNDING REQUEST

ESTIMATED PROJECT COST:

A detailed project cost estimate is attached.

☒ Yes (Required)

Provide a summary of the estimated cost for the work being proposed, indicating local fund allocation as appropriate.

Project Phase	TA funds	Local funds	Total Cost
Planning Activities	\$ 10866	\$	\$ 10866
Project Development & Environmental Study (PD&E)	\$ 0	\$	\$ 0
Design Costs/Plan Preparation	\$ 65198	\$	\$ 65198
Environmental Assessment (s) associated with the design phase	\$ 5433	\$	\$ 5433
Permits associated with the design phase (including application fees, mitigation and permit acquisition work)	\$ 16299	\$	\$ 16299
Right-of-Way	\$ 0	\$	\$ 0
Construction	\$ 543314.52	\$	\$ 543314.52
Construction Engineering and Inspection Activities (CEI)	\$ 162994	\$	\$ 162994
Other costs* (please describe)	\$	\$	\$ 0
TOTAL ESTIMATED PROJECT COST	\$ 804104.52	\$ 0	\$ 804104.52
PERCENT OF TOTAL PROJECT COST	100%	0%	100%

*FDOT does not allow programming for contingency costs. Any contingency costs should be accounted for using local funds.





TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

February 6, 2023

Certification of Project Sponsor

I hereby certify that the proposed project herein described is supported by **Taylor County Board of County Commissioners** (sponsoring entity) and that said entity will:

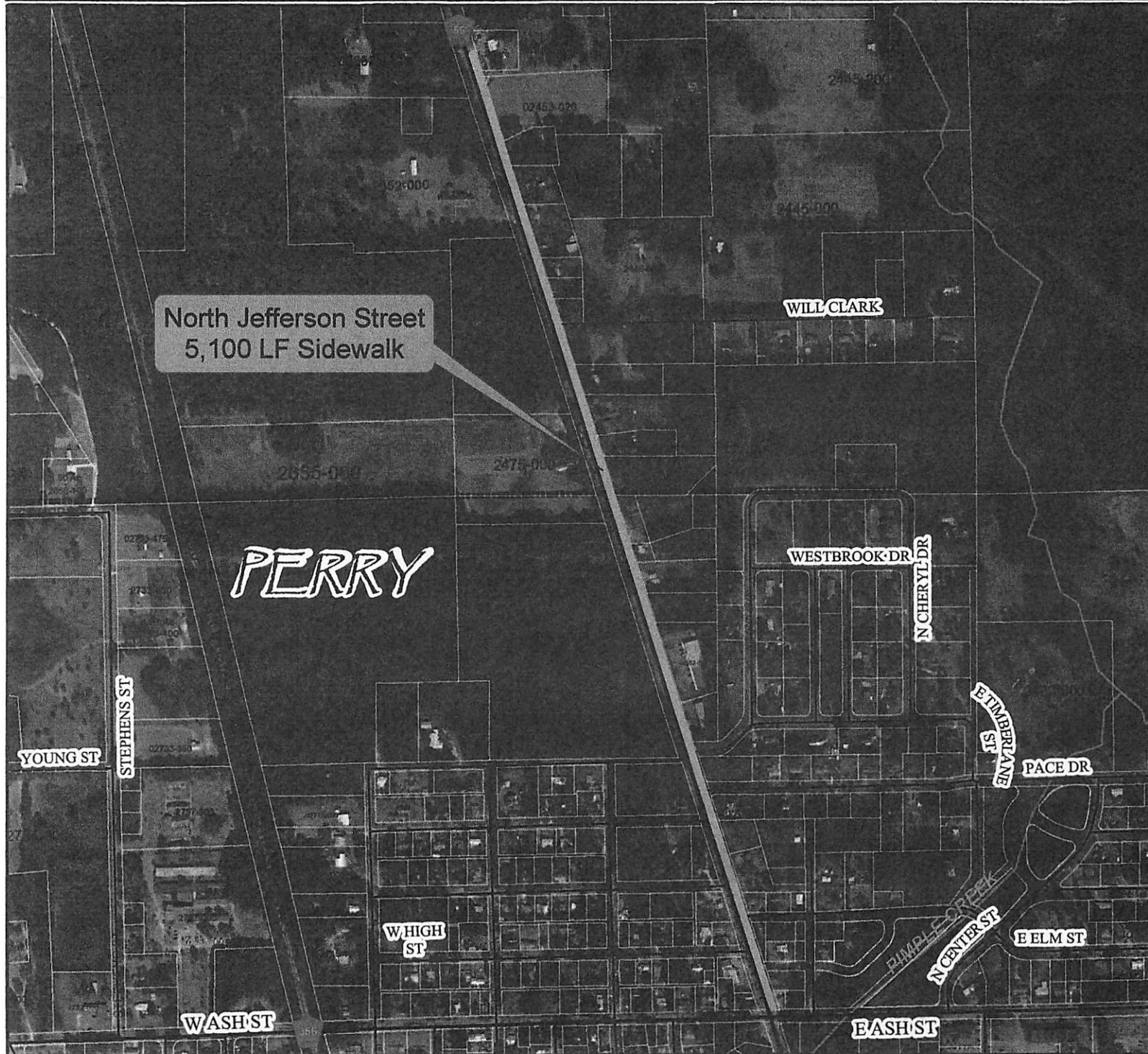
1. Provide any required funding match;
2. Enter into a maintenance agreement with the Florida Department of Transportation, as necessary;
3. Comply with the Federal Uniform Relocation Assistance and Acquisition Policies Act (The Uniform Act) for any right-of-way actions required for the project;
4. Comply with NEPA process prior to construction which may require involvement with the State Historic Preservation Officer (SHPO), and other State and/or Federal agencies, prior to construction; and
5. Support other actions necessary to fully implement the proposed project.

I further certify that the estimated costs included herein are reasonable and that **Taylor County Board of County Commissioners** (sponsoring entity) will follow through on the project once programmed in the Florida Department of Transportation's Work Program.

Sincerely,

Jamie English
Chairman
Taylor County Board of County Commissioners

Taylor County GIS Mapping - Transportation Alternatives Program



Legend

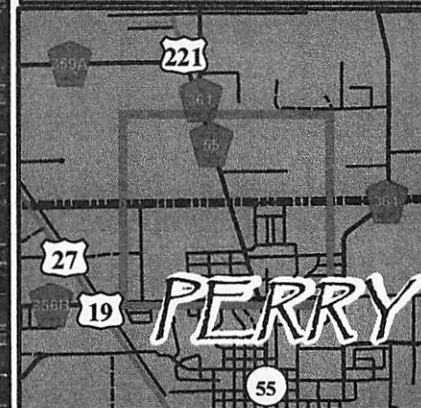
- State/ US Highway
- Major Road
- Minor Road
- Graded/Milling Road
- Parcel Boundaries
- Communities

2019 Image



1 inch = 700 feet

Printed on: Date: Wednesday, January 19, 2022



MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT
This information was compiled from the best information available and the Taylor County Board of County Commissioners assumes no responsibility for errors or omissions.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Detailed Scope of Work North Jefferson Street Sidewalk

The North Jefferson Street Sidewalk Project is the construction of a .95 mile (5,100 LF) concrete 5 foot wide ADA accessible sidewalk. North Jefferson Street is also known as N. US 221. There are currently no existing sidewalks. There is sufficient right-of-way under public ownership for the proposed sidewalk. The sidewalk will provide connection to the Ash Street and South Jefferson Street sidewalk systems. Jefferson Street runs directly through the City of Perry downtown area to connect to sidewalks along US 19. The North Jefferson Street sidewalk will provide a safe route of transportation to the many pedestrians from nearby residential neighborhoods who currently walk along the edge of a very busy roadway to retail outlets and a popular local restaurant. Taylor County will be providing oversight of all engineering, project management, and administrative services and is fully LAP certified. The proposed sidewalk is not only in compliance with the local Comprehensive Plan and Section 504/Civil Rights Plan to expand multimodal pedestrian infrastructure, it also is in compliance with the goals of the Florida Strategic Highway Safety Plan (SHSP), Target Zero, and Vision Zero initiatives. The ultimate goal of Taylor County and FDOT is to provide a safe route of transportation to pedestrians and mitigate and eliminate transportation related fatalities and serious injuries as the North Jefferson Street Sidewalk Project will.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to discuss possible grant submission for the Fiscal Year 2029 funding cycle to the Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP). The County traditionally uses this program to fund the construction of sidewalks and/or paved pedestrian trails.

MEETING DATE REQUESTED:

December 5, 2022

Statement of Issue:

Board to discuss possible grant submission to the 2029 funding cycle for the FDOT Transportation Alternatives Program. The County is eligible to submit a maximum of two projects. If the Board chooses to submit two projects the Board must determine which project is the top priority at grant submission.

Recommended Action:

Move forward with the submission process which will include a public hearing to receive public input as required by the grant application at the January 3, 2023 Board meeting.

Fiscal Impact:

The County will not be required to provide a cash match. The County will be required to provide engineering and program administration services.

Budgeted Expense: Y/N Not applicable at this time.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDOT Transportation Alternatives applications are submitted a minimum of five years in advance. Transportation Alternatives funds and can be used for numerous pedestrian and bicycle projects including but not limited to: the construction sidewalks; bicycle infrastructure; pedestrian and bicycle signals; safety related infrastructure; ADA compliance measures; turn outs; overlooks and; viewing areas. It should be noted that the County **MUST** own all right of way or land required for the projects submitted prior to grant submission. The

County submitted two grant applications in February 2022 which were not funded. Those two projects were the construction of a sidewalk from the High School along Johnson Striping to Ash Street and a sidewalk from the corner of Ash and N. Jefferson Street to approximately Grave Drive In. The County may wish to resubmit those applications. The TAP program approved funding two projects in 2021 for the sidewalk extension project in Steinhatchee and the construction of the Pinecrest Street sidewalk in Perry for FY 2027. Previously this program funded the Old Dixie Highway sidewalk project from Jefferson Street to South Side Park, the Green Street sidewalk, the bike lane/sidewalk along County Road 361 from Keaton Beach Coastal Park to Dark Island Drive, and the sidewalk along U. S. 19 N to the Sports Complex. This program also funded the paved parking areas, bridge, equestrian area, and restrooms at Hampton Springs Park.

Attachments:

Not applicable at this time.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold public hearing at 6:00 p.m. to discuss and receive public input on the County submitting two grant applications to the Fiscal Year 2029 Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP).

MEETING DATE REQUESTED:

January 3, 2023

Statement of Issue:

Board to hold the first of two public hearings to discuss and receive public input for the possible grant submission of two projects for the 2029 funding cycle for the FDOT Transportation Alternatives Program. The proposed projects are a sidewalk to be constructed from the High School along Johnson Stripling and Ash Street to Jefferson Street to connect with the existing sidewalk on Ash Street and a sidewalk to be constructed along North Jefferson Street (U.S. 221) from Ash Street to approximately Graves Drive In.

Recommended Action:

Move forward with the submission of two grant applications for the proposed projects to the TAP.

Fiscal Impact:

The County will not be required to provide a cash match. The County will be required to provide engineering and program administration services.

Budgeted Expense: Y/N

Not applicable at this time.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The FDOT Transportation Alternatives applications are submitted a minimum of five years in advance. Transportation Alternatives funds can be used for numerous pedestrian and bicycle projects including but not limited to: the construction sidewalks; bicycle infrastructure; pedestrian and bicycle signals; safety related infrastructure; ADA compliance measures; turn outs; overlooks and; viewing areas. It should be noted that

the County must own all right of way or land required for the projects submitted prior to grant submission. The County is eligible to submit two applications and must indicate which project is the priority at the time of grant submission. The County submitted the same grant applications in February 2022 but they were not funded. At the November 28, 2022 Board meeting, the Board approved resubmitting both applications. The TAP program approved funding for the sidewalk extension project in Steinhatchee and the construction of the Pinecrest Street sidewalk in Perry for FY 2027. Previously this program funded the Old Dixie Highway sidewalk project from Jefferson Street to South Side Park, the Green Street sidewalk, the bike lane/sidewalk along County Road 361 from Keaton Beach Coastal Park to Dark Island Drive, and the sidewalk along U. S. 19 N to the Sports Complex. This program also funded the paved parking areas, bridge, equestrian area, and restrooms at Hampton Springs Park.

Attachments:

Solicitation Letter and maps with the proposed sidewalk routes

PERRY NEWS-HERALD

Dates Of Insertion	12/9					Total Rate	Amount
	Notice of Public						
	Hearing						
	Jan 3 2023						
						Affidavit	
						+ \$10	
Legal Advertising	Date	Inches	No. Insertions				
		7.5	1				
7.5 x 1 x 1.54 x 5.74 TOTAL							\$ 76.30

PERRY NEWS-HERALD/TACO TIMES

Published Weekly in the City of Perry

County of Taylor, State of Florida

AFFIDAVIT OF PUBLICATION

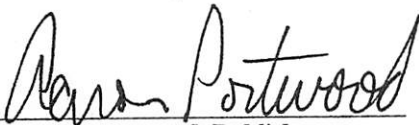
Before me, the undersigned authority personally appeared
AARON PORTWOOD, who on oath says that he is the
PUBLISHER of the Perry News-Herald/ Taco Times, both
weekly newspapers published in Perry, Taylor County, Florida,
that the attached copy of advertisement in re

**Taylor County Board of County Commissioners
Notice of Public Hearing
January 3, 2023**

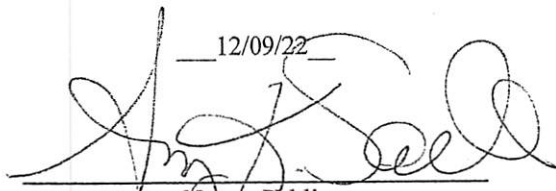
was published in said newspaper in the issues of:

December 9, 2022

Affidavit says further that the said, newspapers published at
Perry in said Taylor County, Florida, each week; has been
entered as second class mail matter at the Post Office in Perry,
Florida, in said Taylor County, Florida for a period of one
year next proceeding the first publication of the attached copy
of notice to appear: and affiant further says that he has
neither paid nor promised any person, firm or corporation any
discount, rebate, commission or refund for the purpose of
securing this advertisement for publication in said newspaper.


Aaron Portwood, Publisher

Sworn to and subscribed
before me this


12/09/22
Notary Public
County of Taylor
State of Florida
Personally Known
Personally Appeared
before me



NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN, THAT
THE TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS WILL
HOLD A PUBLIC HEARING TUESDAY
JANUARY 3, 2023 AT 6:00 PM
TO RECEIVE PUBLIC INPUT AND
NOTIFY THE PUBLIC OF THE
POSSIBLE GRANT SUBMISSION
OF TWO APPLICATIONS BY THE
TAYLOR COUNTY BOARD OF
COMMISSIONERS TO FLORIDA
DEPARTMENT OF TRANSPORTATION,
TRANSPORTATION ALTERNATIVES
PROGRAM (TAP) FOR THE 2023
FUNDING CYCLE. THE BOARD OF
COMMISSIONERS INTENDS TO
SUBMIT A GRANT APPLICATION FOR
A SIDEWALK TO BE CONSTRUCTED
ALONG U.S. 221 FROM ASH
STREET TO APPROXIMATELY
GRAVES DRIVE IN THE SECOND
GRANT APPLICATION WILL BE THE
CONSTRUCTION OF A SIDEWALK
FROM THE HIGH SCHOOL ALONG
JOHNSON STRIPING AND ASH
STREET TO JEFFERSON STREET
TO CONNECT WITH THE EXISTING
SIDEWALK ON ASH STREET.
ALL MEMBERS OF THE PUBLIC ARE
WELCOME TO ATTEND. NOTICE IS
FURTHER HEREBY GIVEN PURSUANT
TO FLORIDA STATUTE 286.0105,
THAT ANY PERSON OR PERSONS
DECIDING TO APPEAL ANY MATTER
CONSIDERED AT THIS MEETING
WILL NEED A RECORD OF THE
HEARING AND MAY NEED TO
ENSURE THAT A VERBATIM RECORD
OF THE PROCEEDINGS IS MADE,
WHICH RECORD INCLUDES THE
TESTIMONY AND EVIDENCE UPON
WHICH THE APPEAL IS TO BE BASED.
THE PUBLIC HEARING WILL BE HELD
AT THE TAYLOR COUNTY BOARD OF
COMMISSIONERS MEETING ROOM,
201 E. GREEN STREET PERRY,
FLORIDA 32347. A CONFERENCE
LINE WILL ALSO BE AVAILABLE FOR
PUBLIC PARTICIPATION AT 1-917-
900-1022 ACCESS CODE 32347#.
THIS IS NOT A TOLL-FREE NUMBER
AND YOU MAY BE SUBJECT TO LONG
DISTANCE CHARGES, ACCORDING
TO YOUR LONG DISTANCE PLAN.
ALL PERSONS INTERESTED IN THIS
MATTER SHOULD BE GOVERNED BY
THIS PUBLIC NOTICE BOARD OF
COUNTY COMMISSIONERS TAYLOR
COUNTY, FLORIDA.

knife of the public safety word," he said. "If you don't know who to send, send the fire department. They'll figure it out or call somebody else."

"We had 687 calls as of Nov. 1," Cassel said. "I'm really expecting that to break 800 this year with the way we're trending right now."

Of the 687 calls included in Cassel's report, 98 were brush fires, 48 were structure fires, 34 were vehicle fires, 66 were fire alarms/investigations, 107 were vehicle wrecks (with no fire involved), 211 were medical responses and 126 were hazardous material, technical service or miscellaneous.

"When you see that breakdown, our EMS calls were 211, which seems like a pretty big number," Cassel said. "But, when you look

"I don't know," Cassel said, although he added it could be the number of aging homes in the county since there has been less new construction recently (based on an earlier "State of the County" report from the Building and Planning Department).

"Last year, our total responses were 646 calls on the year," he said. "So, as of Nov. 1, we had already beaten that one. As of today, we've really beaten it. And, by the end of December, we're going to beat it into the dirt."

"That's been kind of a steady rise," Cassel said. "The year before last, we were just over 700 calls. Last year took a bit of a downturn. We've seen that. We'll come up a year, then we'll go down. Then we'll come up even higher."

Cassel noted that while

time for a rural area like Taylor County is around 10 minutes.

As for Fire-Rescue's 7.89-minute average, Cassel said, "When you're looking at a 1,200-square-mile county, I'm proud of that."

Cassel said the response time is based on the time the first responding personnel is on the scene, whether that is paid staff or volunteers.

"Our volunteers are Taylor County Fire-Rescue," he said.

Taylor County is broken down into six fire zones, and Cassel provided call numbers and average response times for each zone (see map).

On the zone level, Zones 2 and 3, which are west and east of Perry, the average response times were 8.44 minutes (159 calls) and 7.82 minutes

constructed and started. Cassel added that due to the amount of employee turnover, they were working with staff to make sure they know the areas they are serving.

"We're working on getting CAD software in our trucks, which helps with the mapping, which helps us get to everything. It automatically puts it up there, so as soon as they get dispatched, they just have to hit a button, and it says here is where you are going. All of the information they need will be there."

Cassel added he hoped to have CAD software implemented by the end of the year.

While call numbers are up, Cassel said there has not been a single zone or single call type that has driven the increase.

"Everything organically grew across the board," he

said "employed staffed now." "We people (other

On Breal Th Dec. 8:40 Reg day c Coi Hardv

LEGALS

(Continued from page 10)

NOTICE OF INTENTION TO REGISTER FICTITIOUS NAME

Notice is hereby given that Kristin Croy Skipper, owner, desiring to engage in business under the fictitious name of Skipper Soaps, located at PO Box 214, Steinhatchee, Florida 32359, intends to register said name in Taylor County with the Division of Corporations, Florida Department of State, pursuant to section 865.09 of the Florida Statutes. The extent of ownership is:

Kristin Croy Skipper (100%).

INVITATION TO BID

The City of Perry is soliciting bids for a 2023 Utility Vehicle. For more information regarding this bid visit the City of Perry website: www.cityofperry.net or contact Ms. Duckworth at (850) 584-2189. Taylor Brown, City Manager Shirley Hampton, City Mayor

INVITATION TO BID

The City of Perry is soliciting bids for a Commercial Grade Zero Turn Mower. For more information regarding this bid visit the City of Perry website: www.cityofperry.net or contact Ms. Duckworth at (850)

584-2189.

Taylor Brown, City Manager
Shirley Hampton, City Mayor

INVITATION TO BID

The City of Perry is soliciting bids for a 2023 Backhoe Loader. For more information regarding this bid visit the City of Perry website: www.cityofperry.net or contact Ms. Duckworth at (850) 584-2189. Taylor Brown, City Manager Shirley Hampton, City Mayor

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, THAT THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS WILL HOLD A PUBLIC HEARING TUESDAY JANUARY 3, 2023 AT 6:00 PM TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT SUBMISSION OF TWO APPLICATIONS BY THE TAYLOR COUNTY BOARD OF COMMISSIONERS TO FLORIDA DEPARTMENT OF TRANSPORTATION, TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THE 2029 FUNDING CYCLE. THE BOARD OF COMMISSIONERS INTENDS TO SUBMIT A GRANT APPLICATION FOR A SIDEWALK TO BE CONSTRUCTED ALONG U.S. 221 FROM ASH STREET TO APPROXIMATELY GRAVES DRIVE IN. THE SECOND

GRANT APPLICATION WILL BE THE CONSTRUCTION OF A SIDEWALK FROM THE HIGH SCHOOL ALONG JOHNSON STRIPING AND ASH STREET TO JEFFERSON STREET TO CONNECT WITH THE EXISTING SIDEWALK ON ASH STREET.

ALL MEMBERS OF THE PUBLIC ARE WELCOME TO ATTEND. NOTICE IS FURTHER HEREBY GIVEN PURSUANT TO FLORIDA STATUTE 286.0105, THAT ANY PERSON OR PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE HEARING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE PUBLIC HEARING WILL BE HELD AT THE TAYLOR COUNTY BOARD OF COMMISSIONERS MEETING ROOM, 201 E. GREEN STREET PERRY, FLORIDA 32347. A CONFERENCE LINE WILL ALSO BE AVAILABLE FOR PUBLIC PARTICIPATION AT 1-917-900-1022 ACCESS CODE 32347#. THIS IS NOT A TOLL-FREE NUMBER AND YOU MAY BE SUBJECT TO LONG DISTANCE CHARGES, ACCORDING TO YOUR LONG DISTANCE PLAN.

ALL PERSONS INTERESTED IN THIS MATTER SHOULD BE GOVERNED BY THIS PUBLIC NOTICE BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA.

REACH FLORIDA

FLORIDA STATEWIDE CLASSIFIEDS

HEALTH

VIAGRA OR CIALIS 100 PILLS - \$99/ 6 ASTHMA INHALERS - \$105. FREE SHIPPING. OVER 100 MEDS AVAILABLE. SATISFACTION GUARANTEED USA STAY HEALTHY.COM | 888-424-4908.

EDUCATION

TRAIN ONLINE TO DO MEDICAL BILLING! Become a Medical Office Professional online at CTI! Get Trained, Certified & ready to work in months! Call 855-738-9684. (M-F 8am-6pm ET). Computer

with inte

HOME

BCI Wal on SALE 50 calls CALL 8 free in-h

HOME

UPDATE

with Be & Sha home it conv from ho installa - Made for free 636-1911 specials!

DONATE

to fund t MISSING FREE P response Maximum and No Required!

Perry Newspapers Inc.
PO BOX 888
Perry FL 32348

Phone Number: (850) 584-5513

ID# 791

TAYLOR CO BOARD OF CO COMMS
P.O. BOX 620
PERRY FL 32348

Balance Due: 949.13

12/09/2022	Legal Ad - 019436	76.30	
	NOTICE OF PUBLIC HEARING		
	JANUARY 3, 2023		
12/14/2022	Legal Ad - 019444	169.11	
	INVITATION TO BID		
	SLAUGHTER ROAD		
	WIDENING/ RESURFACING		
✓12/14/2022	Classified Line - TT	8.80	
✓12/16/2022	Classified Line - PNH	8.80	
✓12/21/2022	Classified Line - TT	8.80	
✓12/23/2022	Classified Line - PNH	8.80	
12/28/2022	Payment Received		102.82-
	CK 68905 PMT FOR LEGAL AD		
✓12/28/2022	Retail Adv - TT	107.40	
	TAP PUBLIC HEARING		
✓12/28/2022	Classified Line - TT	8.80	
✓12/30/2022	Classified Line - PNH	8.80	
	Balance Due	949.13	

OK to Pay JE
0114-54902
1/10/23 \$107.40

107.40

Current	30	60	90	90+
875.61	73.52	0.00	0.00	0.00

If you require a tear sheet, please call (850) 584-5513, or
email taco@perrynewspapers.com for a digital edition..

County seeks state funding for Beach Road, Dark Island Road and Buckeye Nursery Road

The Taylor County Commission is seeking state funding to resurface Beach Road, Dark Island Road and Buckeye Nursery Roads.

The board voted unanimously at its Nov. 28 meeting to submit the roads to the Florida Department of Transportation (FDOT) for consideration in its Small County Road Assistance Program (SCRAP). Small County Outreach Program (SCOP) and County Incentive Grant Program (CIGP) for the 2023 fiscal

year.

Each year, the county sends a prioritized list of roads to FDOT that have been identified as needing widening and/or resurfacing, as these state programs are the primary source of funding for projects on county roads that were once part of the state highway system.

Last year, the county submitted Plantation Road, Beach Road and Dark Island Road for consideration, and successfully had Plantation Rd. scheduled for the 2026

fiscal year. At the Nov. 28 meeting, County Engineer Kenneth Dudley told the commission it was the recommendation of staff — himself, County Administrator LaWanda Pemberton and Public Works Director Hank Evans — that the commission resubmit Beach Road and Dark Island Road and add Buckeye Nursery Road in third position.

"I have a question," said "I know each one of us has roads in their district that are in really bad shape. How do we get these roads somewhere so it's noted."

than Green Farm Road."

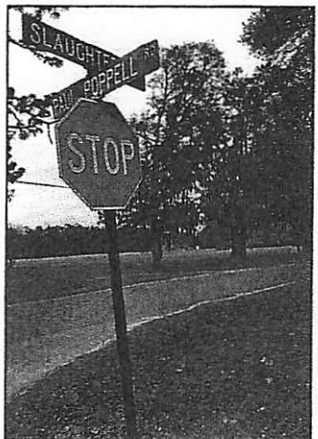
"You look at Buckeye Nursery Road compared to Plantation, Plantation needs a lot more repair," Commissioner Jim Moody said. "Plantation has already been programmed for 2026."

"Well, then my worst road other than Boyd Road is Green Farm Road," Feagle said.

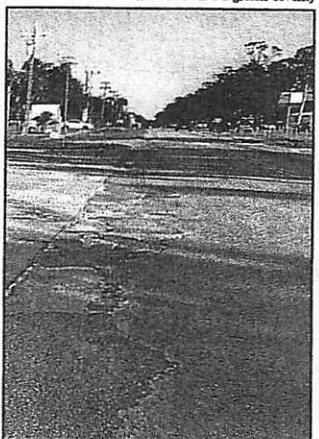
"Amen," Dudley said. "I think if we wind up getting some of these, that's the one you will see cycle up."

that are deteriorating, but they're not in the condition that these are," Feagle said. "And, that's the whole thing, I've got Morgan Whiddon that I'd love to have redone, but I'm sure other people have roads in their districts that are just like Green Farm. You know, I don't want to put aside any road in my district, of course, but I think the roads that need it the worst, no matter whose district it's in, should be on the list."

→ Please see page 9



Last month, the Taylor County Commission began advertising for construction firms to widen and resurface Slaughter Road, a project that was delayed for more than a year due to permitting issues.



County Engineer Kenneth Dudley said this week he is awaiting a wetland mitigation purchase agreement for the First Avenue resurfacing project, adding that he hopes to present it to the commission in January.



The county received \$550,000 in Small County Road Assistance Program funding from the Florida Department of Transportation for the 0.4-mile resurfacing project on Cedar Island Road.

Upcoming state-funded paving projects include Ash Street, Spring Warrior Road, Industrial Drive and Plantation Road

PAVING PROJECTS

Continued from page 1

Bids for the project are due by Jan. 13, 2023, and will be opened at the commission meeting on Jan. 17, 2023.

As for First Avenue, which has also experienced permitting delays, County Engineer Kenneth Dudley said this week he is awaiting a wetland mitigation purchase agreement that he hopes to present to the commission in early

January — as long as it arrives in time.

"Once that is approved, and they receive the check, I will present the plans to the (commission) for approval to advertise (for paving bids)," Dudley said.

The third resurfacing project expected to be underway in 2023 is Cedar Island Road. The county received \$550,000 in SCRAP funding for the 0.4-mile resurfacing project.

There are a number of other SCRAP and SCOP projects for which the

county has already received funding agreements, including:

- **Ash Street:** The county received \$2,146,431 through SCOP for the project, which is set to widen and resurface approximately two miles of roadway from U.S. 19 to Helen Street. The county commission approved the reimbursement agreement with FDOT in August 2021. According to Dudley, he hopes to move the project from the design phase into permitting in 2023.
- **McDaniel Road:**

The county commission approved a reimbursement agreement with FDOT in February 2022 for the \$1.37 million SCOP project to widen and resurface McDaniel Road from Wright Road to Pisgah Road, approximately 1.3 miles. Dudley said he expects the county to finish the design and move into permitting on the project in 2023.

• **Contractor's Road:** The county commission approved a reimbursement agreement with FDOT in

February 2022 for the \$1.03 million SCOP project to widen and resurface 0.6 mile of Contractor's Road from the Georgia-Pacific scales to Foley Road (CR 30). Dudley said the project will move toward the design phase in 2023.

In addition to those projects, the following SCRAP and SCOP projects are included in FDOT's five-year work plan:

• **Spring Warrior Road:** FDOT has \$7.5 million in funding scheduled for fiscal year 2024 for Spring

Warrior Road (CR 361A) to widen/resurface 6.7 miles of the roadway from Spring Warrior to Puckett Road.

• **Industrial Drive:** FDOT has \$1.8 million in funding scheduled for fiscal year 2025 for Industrial Drive to widen/resurface 1.1 miles of the roadway from U.S. 19 to Puckett Road.

• **Plantation Road:** FDOT has \$2.5 million in funding scheduled for fiscal year 2026 for Plantation Road to widen/resurface the roadway.

Grand jury indicted Burns for capital murder in '20

BURNS

Continued from page 1

The status of the case, is set for next week, Wednesday,

Jan. 4. Burns, 46, is facing a first-degree murder charge for the May 9, 2020 stabbing death of his

ex-wife, Lorian "Lori" Carlton Burns at a home on Foley Cut Off Road.

A grand jury handed down a capital murder indictment on Oct. 27, 2020, indicting (Brian) Burns on one count of first degree murder while armed.

Burns was initially declared indigent and appointed a public defender. However, the 3rd Judicial Circuit Public Defender's office later withdrew from the case after declaring a conflict of interest.

Attorney Rob Baker

with the Florida Office of Criminal Conflict and Civil Regional Counsel was assigned as Burns' attorney.

However, several months later, private attorney Lucas Taylor filed a notice that he had been retained as Burns' counsel.

Just two weeks before a jury trial was set to begin on Oct. 24, Circuit Judge Greg Parker granted an 11th-hour request by Taylor to withdraw as counsel due to an unspecified "irreconcilable conflict" with his client.

After Taylor's motion was granted, the public defender's office once again maintained its assertion of a conflict of interest, and Burns was again referred to criminal defense attorney

Rob Baker with the Office of Criminal Conflict and Civil Regional Counsel.

However, in the past month, two different Leon County attorneys have filed notices to represent Burns, including Tallahassee criminal defense attorney Nathan Prince and co-counsel Adrian Middleton of Middleton & Middleton in Tallahassee.

In July, while being represented by Taylor, Burns notified the court that he intended to assert an "insanity" defense.

Since originally being scheduled for trial in May 2022, the legal process has been delayed numerous times while Burns was referred for a competency evaluation to determine

whether or not he is fit to stand trial.

During pre-trial hearings, the court was informed the defense was awaiting a report from an expert hired to interview Burns and assess his mental state.

This move also required that the state attorney's office hire its own expert to examine Burns.

At an October 2022 hearing, it was confirmed that those two expert reports had not yet been received.

Copies of the reports have still not been filed with the Clerk of Courts office to date.

In a hearing held on Dec. 19, the case was deemed "the number one trial case for the January trial term."

On behalf of the Taylor County Board of Commissioners

Taylor County Grants Department

will host a public meeting

January 10, 2023 at 10 A.M.

at 201 E. Green Street, Perry, FL 32347

to discuss and receive public input on the County's applications to the Florida Department of Transportation, Transportation Alternative Program (TAP) requesting funding assistance for the construction of sidewalks at the following locations:

1. Perry - From Taylor County High School on Johnson Strippling Road down Ash Street to Jefferson Street
2. Perry - North Jefferson Street (US 211) from Ash Street to approximately Graves Drive-In Restaurant

Conference Line: 1-917-900-1022

Access Code: 32347#

This is not a toll free number and you may be subject to long distance charges, according to your long distance plan. If you wish to speak during the meeting dial #5. The moderator will announce your line when it is your turn to speak. You will be notified of your chance to speak announcing the last 4 digits of your telephone number. Please announce your name and address. You will be allowed 5 minutes to speak.

All public comments received will be posted on the County's website at www.taylorcountygov.com. Public comments will also be included with the funding application.

For additional information, please contact Melody Cox at melodycox@taylorcountygov.com or Jami Evans at jamevans@taylorcountygov.com or 850-838-3553.

If you are a person with a disability who needs any accommodation in order to participate in the meeting, you are entitled at no cost to you, to provision of reasonable assistance. Please contact Jami Evans at 850-838-3553 within three working days of the meeting.

SHOTOKAN KARATE

All Classes on Tuesday & Thursday
1713 S Jefferson St.
Perry Plaza
(850) 838-5339
www.perrydojo.us
dojo@fairpoint.net

Beginner Kids 4:30 p.m.
Teen-Adult 5:30 p.m.

Jimmy Bowden
Chief Instructor/Owner

FRITH ABSTRACT & TITLE COMPANY

We wish everyone a **HAPPY NEW YEAR!**

We will be closed Monday, Jan. 2nd

Telephone (850) 584-2672
Fax (850) 584-8841

501 N. Byron Butler Pkwy.
P.O. Box 515 Perry, FL 32348

frith
Abstract & Title Co



- Home
- Your Government ▾
- Departments ▾
- Residents
- Resources ▾
- About Taylor County ▾



Learn More



QUICK LINKS

- Public Meeting
- Annual Financial Reports
- ADA Transition Plan
- Board Agendas
- Brd. of County Commissioners
- Broadband Speed Test
- Constitutional Offices
- Employment
- Florida State Expenditure Plan
- Roll-Off Schedule Updated
- Taylor County 2022
- Taylor County Local Mitigation Strategy 2020
- Taylor County Code of Ordinances
- Title VI Nondiscrimination Policy and Plan
- Vision 2060

CALENDAR EVENTS

JAN 10

TAP Grant Public Information Meeting

TCRAB MEMBERS VACANCIES

NOW ACCEPTING APPLICATIONS

Read More

Perry, FL 32347
Phone (850) 838-3500
Email: webmaster@taylorcountygov.com

CALENDAR: MASTER

EVENT: TAP GRANT PUBLIC INFORMATION MEETING

Close

Date: Jan 10, 2023
Day: Tuesday
Time: 10:00 AM
Detail: © 2017 / Taylor County, FL
TAP Grant Public Information Meeting
On behalf of the Taylor County Board of County Commissioners, Taylor County Grants Department will host a public meeting January 10, 2023 at 10:00 A.M. to discuss and receive public input on the County's applications to the Florida Department of Transportation.
[TAP Grant Public Information / TAP Grant Public Information Meeting.pdf](#)

Event Updated: Tuesday January 3, 2023 11:07:02 am

TCRAB MEMBERS
VACANCIES

NOW ACCEPTING APPLICATIONS

[Read More](#)

TAP Grant Public Information Meeting

On behalf of the Taylor County Board of County Commissioners, Taylor County Grants Department will host a public meeting January 10, 2023 at 10:00 A.M. to discuss and receive public input on the County's applications to the Florida Department of Transportation , Transportation Alternative Program (TAP) requesting funding assistance for the construction of sidewalks at the following locations:

1. Perry – From Taylor County High School on Johnson Stripling Road down Ash Street to Jefferson Street
2. Perry – North Jefferson Street (US 221) from Ash Street to approximately Graves Drive-In Restaurant

The meeting will be held at 201 E. Green Street, Perry, FL 32347. A conference line has been set up to accommodate community access to the meeting.

Conference Line: 1-917-900-1022

Access Code: 32347#

This is not a toll free number and you may be subject to long distance charges, according to your long distance plan. If you wish to speak during the meeting dial #5. The moderator will unmute your line when it is your turn to speak. You will be notified of your chance to speak announcing the last 4 digits of your telephone number. Please announce your name and address. You will be allowed 5 minutes to speak.

All public comments received will be posted on the County's website at www.taylorcountygov.com. Public comments will also be included with the funding application.

For additional information, please contact Melody Cox at melody.cox@taylorcountygov.com or Jami Evans at jevans@taylorcountygov.com or 850-838-3553.

If you are a person with a disability who needs any accommodation in order to participate in the meeting, you are entitled at no cost to you, to provision of reasonable assistance. Please contact Jami Evans at 850-838-3553 within three working days of the meeting.

Meeting Minutes

Project: Florida Department of Transportation – Transportation Alternative Program (TAP) Public Meeting	Date: January 10, 2023
Johnson Stripling Rd/Ash Street and North Jefferson Street (US 221) Sidewalk Projects	Time: 10:00 am
201 E. Green Street, Perry, FL 32347	

Meeting Facilitator: Jami Evans, Grants Coordinator

Attendees: See attached sign in sheet

Agenda: Key Discussion Points		Outcomes (Decisions, Action Items)
<p>Public Meeting for Florida Department of Transportation – Transportation Alternative Program (TAP) requesting funding assistance for the construction of sidewalks at the following locations:</p> <p>Topic 1:</p> <ol style="list-style-type: none"> 1. Johnson Stripling Rd/Ash Street – From Taylor County High School on Johnson Stripling Rd down Ash Street to Jefferson Street 2. North Jefferson Street (US 221) – From Ash Street to Graves Drive In Restaurant 		<p>Jami Evans gave a presentation of the Florida Department of Transportation TAP Grant for the Taylor County Sidewalk Projects. Attendees were informed where the sidewalks would be located. There were no questions or comments during or after the presentation.</p>
Topic 2:		
Topic 3:		
Topic 4:		
Topic 5:		

ENGINEER'S COST ESTIMATE SPREADSHEET



Project Title: North Jefferson Street Sidewalk Extension

Date: November 17, 2022

Pay Item Number*	Pay Item Description*	Transportation Alternatives Program Requested Funds				Other Funds				Source(s) of Match	Total Quantity	Total Engineer's Cost
		Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost	Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost			
0101-1-	MOBILIZATION	1.0	LS	\$ 79,500.00	\$ 79,500.00						1.0	\$ 79,500.00
0102-1-	MAINTENANCE OF TRAFFIC	1.0	LS	\$ 74,200.00	\$ 74,200.00						1.0	\$ 74,200.00
0104-10-3	SEDIMENT BARRIER	650.0	LF	\$ 3.50	\$ 2,275.00						650.0	\$ 2,275.00
0110-1-1	CLEARING AND GRUBBING	1.0	LS	\$ 30,000.00	\$ 30,000.00						1.0	\$ 30,000.00
0110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	2.8	SY	\$ 85.00	\$ 236.11						2.8	\$ 236.11
0110-7-1	MAILBOX, F&I, SINGLE	15.0	EA	\$ 375.00	\$ 5,625.00						15.0	\$ 5,625.00
0120-1-	REGULAR EXCAVATION	290.1	CY	\$ 15.00	\$ 4,351.85						290.1	\$ 4,351.85
0120-6	EMBANKMENT	3177.8	CY	\$ 21.00	\$ 66,733.33						3177.8	\$ 66,733.33
0400-1-2	CONCRETE, CLASS I, ENDWALL	2.2	CY	\$ 800.00	\$ 1,792.00						2.2	\$ 1,792.00
0520-2-1	TYPE D CURB	20.0	LF	\$ 100.00	\$ 2,000.00						20.0	\$ 2,000.00
0522-1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	2136.1	SY	\$ 70.00	\$ 149,527.78						2136.1	\$ 149,527.78
0522-2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	744.4	SY	\$ 100.00	\$ 74,444.44						744.4	\$ 74,444.44
0527-2-	DETECTABLE WARNINGS	28.0	SY	\$ 45.00	\$ 1,260.00						28.0	\$ 1,260.00
0570-1-2	PERFORMANCE TURF, SOD	6011.7	SY	\$ 4.20	\$ 25,249.00						6011.7	\$ 25,249.00
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT	8.0	EA	\$ 500.00	\$ 4,000.00						8.0	\$ 4,000.00
0700-1-50	SINGLE POST SIGN, RELOCATE	8.0	AS	\$ 350.00	\$ 2,800.00						8.0	\$ 2,800.00
0700-1-60	SINGLE POST SIGN, REMOVE	8.0	AS	\$ 75.00	\$ 600.00						8.0	\$ 600.00
0700-2-12	MULTI-POST SIGN, F&I, GROUND MOUNT, 12-20 SF	1.0	EA	\$ 2,000.00	\$ 2,000.00						1.0	\$ 2,000.00
0700-2-50	MULTI-POST SIGN, RELOCATE	1.0	AS	\$ 700.00	\$ 700.00						1.0	\$ 700.00
0700-2-50	MULTI-POST SIGN, REMOVE	1.0	AS	\$ 500.00	\$ 500.00						1.0	\$ 500.00
0705-10-2	OBJECT MARKER, TYPE 2, 6X12	2.0	EA	\$ 100.00	\$ 200.00						2.0	\$ 200.00
0711-11-121	THERMOPLASTIC, PAVEMENT MARKING, WHITE, SOLID, 6" FOR EDGE LINE	400.0	LF	\$ 4.00	\$ 1,600.00						400.0	\$ 1,600.00
0711-11-201	THERMOPLASTIC, PAVEMENT MARKING, YELLOW, SOLID, 6" FOR CENTERLINE AT STOPBAR	500.0	LF	\$ 4.00	\$ 2,000.00						500.0	\$ 2,000.00
0711-11-123	THERMOPLASTIC, STD WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	860.0	LF	\$ 7.00	\$ 6,020.00						860.0	\$ 6,020.00
0711-11-125	THERMOPLASTIC, STD WHITE, SOLID, 24" FOR STOP BAR AND CROSSWALK	370.0	LF	\$ 10.00	\$ 3,700.00						370.0	\$ 3,700.00
0711-171-	REMOVE EXISTING THERMO PLASTIC PAVEMENT MARKING	250.0	SF	\$ 8.00	\$ 2,000.00						250.0	\$ 2,000.00
				\$ -	\$ -						0.0	\$ -
				\$ -	\$ -						0.0	\$ -
				\$ -	\$ -						0.0	\$ -
				\$ -	\$ -						0.0	\$ -
TAP Funds Requested					\$ 543,314.52	Other Funds Total					Subtotal	\$ 543,314.52
											Total Project Cost Estimate	\$ 543,314.52

* A reasonable estimate of the project costs is required prior to adoption in the Department's Five Year Work Program. Use Present Day Cost values. Projects must follow appropriate design criteria and meet Americans with Disabilities Act requirements.

Estimates shall be broken down to eligible and non-eligible project costs. Estimates are to be prepared and signed by a Professional Engineer from Agency's Engineering Office.

This Engineers Cost Estimate (Excel) spreadsheet was obtained from:

<http://www.fdot.gov/planning/systems/SUNTrail/guidance.shtml>

Use the following links to access the basis of estimates manual as well as historical cost information for the project area:

[Basis of Estimates Manual](#)

[Historical Cost Information](#)

Prepared by:

PE Number: PES8014

Kenneth Dudley

Name

Signature

11/17/2022

Date

Reviewed by:

Name

Signature

Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Consent Agenda Item

SUBJECT/TITLE:



Perry-Foley Airport Hangar Lease Extension with the Florida Division of Forestry

Meeting Date:

February 06, 2023

Statement of Issue: The Florida division of forestry wants to renew and continue to lease the big hangar at Perry Foley Airport for another three year term beginning March 01, 2023 and Ending February 28, 2026 unless the lease is extended.

Recommendation: Renew / Continue the lease

Fiscal Impact: \$ 70,545.96 Income **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: Ward Ketring – Airport Manager

Contact: LaWanda Pemberton (850) 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Florida Division of Forestry has been leasing this hangar for many years and they desire to continue leasing it for at least at least 3 more years.

Options: 1. Not to renew the lease

2. _____

Attachments: 1. State of Florida Agreement for Modification

2. Department of Management Services Updated Disclosure Statement



STATE OF FLORIDA Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0479

Modification Number: 3

WHEREAS, the Department of Agriculture and Consumer Services, as Lessee, has previously entered into Lease Number 420:0479, on February 2nd, 2015 which became effective March 1st, 2015 and consists of 12,711 square feet; the current Lessor being Taylor County Board of County Commissioners

and WHEREAS, the current description of the leased premises is:

Perry-Foley Airport
511 Industrial Drive, Building 401
Perry, FL 32347

and the covenants and conditions contained in the original State of Florida, Department of Management Services' Lease Agreement, as amended by the below modification(s) are hereby readopted and incorporated herein.

1. ☐ **Agreement for Lease Renewal:**

Lessor and Lessee agree that, pursuant to Article _____ of the Lease Agreement described above, the Lessee hereby exercises the option to renew Lease for a period of _____ year(s) beginning _____, _____ and ending _____.

2. ☒ **Agreement for Lease Extension:**

Lessor and Lessee hereby agree to extend the term of the Lease Agreement described above for a period of 36 month(s), beginning March 1st, 2023 and ending February 28th, 2026.

3. ☐ **Restructuring the Rental Rate:**

Commencing _____, _____, the Lease referenced above is amended to increase ☐ or decrease ☐ the rental rate per square foot per year paid to the Lessor by the Lessee to the amounts as specified in Article 8 of this agreement.

4. ☐ **Increase or Decrease Square Footage:**

Commencing _____, _____, the Lease referenced above is amended to increase ☐ or decrease ☐ the square footage leased under this Lease by _____ square feet from _____ square feet to _____ square feet. The description of added or deleted square footage is: _____ and the rental rates, pursuant to this change, shall be as specified in Article 8 of this Agreement.

5. ☐ **Change the Renewal Option Terms:**

Commencing _____, _____, the Lease is hereby amended to change the renewal option periods from _____, _____ year periods to _____, _____ year periods.

6. ☒ **Cooperation with the Inspector General:**

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.



STATE OF FLORIDA Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0479

Modification Number: 3

7. ☐ Other:

(Use this section to specify terms not included in the sections above. If this box is not selected, no additional modifications are included.)

8. Effective Rental Rates – Square Footage 12,711

TERM		RATE PER SQUARE FOOT	MONTHLY RATE	ANNUAL RATE
Start (MM/DD/YYYY)	End (MM/DD/YYYY)			
03/01/2023	- 02/28/2024	\$1.85	\$1,959.61	\$23,515.35
03/01/2024	- 02/28/2025	\$1.85	\$1,959.61	\$23,515.35
03/01/2022	- 02/28/2023	\$1.85	\$1,959.61	\$23,515.35
	-		\$0.00	\$0.00
	-		\$0.00	\$0.00
	-		\$0.00	\$0.00
	-		\$0.00	\$0.00
	-		\$0.00	\$0.00
	-		\$0.00	\$0.00
	-		\$0.00	\$0.00

Agreement to Incorporate Addendum

WHEREAS, both the Lessor and the Lessee wish to amend and modify said lease so as to incorporate Addendum _____ effective _____, _____.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained; the parties hereto hereby agree as follows:

Commencing _____, _____, said lease is hereby amended and modified to incorporate Addendum _____.



STATE OF FLORIDA
Agreement for Modification
Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0479

Modification Number: 3

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the _____, _____, _____.

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor or authorized representative must sign, print name and enter date.

X			
	Lessor or Authorized Representative	Printed Name/Title	Date

As to Lessee Agency – Agency head, or authorized delegate, and representative of Agency Office of General Counsel must sign, print name and enter date.

X		Casey Drake / Assistant Director of Administration	
	Agency Head or Authorized Delegate	Printed Name/Title	Date
X		Stephen Cunningham / Senior Attorney	
	Agency Office of General Counsel	Printed Name	Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel shall sign, print name and enter date.

X			
	Chief Real Property Administrator	Printed Name/Title	Date
X			
	Secretary or Authorized	Printed Name	Date
X			
	DMS Office of General Counsel	Printed Name	Date



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
UPDATED DISCLOSURE STATEMENT

Lease Number: 420:0479

Location: Perry-Foley Airport
511 Industrial Drive, Building 401
Perry, FL 32347

The Disclosure of Ownership Statement, form FM 4114, currently on file dated 01/20/2015,
remains valid and correct.

Lessor: Taylor County, Board of County Commissioners

(x) _____

Authorized Signature

Name/Title

Date

(SEAL)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Assistance to Fire Fighters Grant Application

Meeting Date:

2/7/2023

Statement of Issue: Board to consider approval of a AFG grant application for the purchase of

SLERS radios for Fire Rescue

Recommendation: Approve the Fire Chief to submit the online grant application

Fiscal Impact: \$ 23,956.61

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Dan Cassel

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: There is a 10% cost match for the AFG grant, capital funds are budgeted for the purchase of SLERS radios.

Options:

1. _____

2. _____

Attachments:

1. _____



WILLIAMS
COMMUNICATIONS, INC.
WIRELESS TECHNOLOGIES

QUOTE

Please Submit Purchase Orders and Disbursement Orders to: sales@wmscom.com

Williams Communications, Inc | 5046 Tennessee Capital Blvd | Tallahassee, FL 32303

Josh Franklin | jfranklin@wmscom.com

Quote #	OPP0000262	Date	1/6/2023
Customer #	C000000373	Phone	
Contact		Email	
Client PO#		Cell	
Address	Taylor Co Fire-Rescue Attn: Chief Dan Cassel 501 Industrial Park Dr Perry FL 32348	Ship To	Taylor Co Fire-Rescue Attn: Chief Dan Cassel 501 Industrial Park Dr Perry FL 32348

COMPANY PROPRIETARY & CONFIDENTIALITY

Description	QTY	Client Price	Ext. Total
Mobile-Harris XL185M-Single Band	4.00	\$2,823.10	\$11,292.40
Feature-P25 Phase 2 TDMA	4.00	\$185.00	\$740.00
Feature-XL185M-OTAR	4.00	\$462.50	\$1,850.00
Feature-XL185-Encryption-256 AES/64 DES	4.00	\$555.00	\$2,220.00
Feature-XL185-700/800 MHz-Single Band	4.00	\$0.01	\$0.04
Feature Pkg-XL185-P25 & EDACS Trunking	4.00	\$1,628.00	\$6,512.00
Cabinet- XL185M Desktop	4.00	\$481.00	\$1,924.00
CABLE, POWER, Y-SPLIT, DESKTOP	4.00	\$129.50	\$518.00
Cable-XL185M-Ethernet-45CM	4.00	\$11.84	\$47.36
Mic-XL185M-Mobile-Desktop	4.00	\$181.30	\$725.20
Cable-XL185M-Desktop Accessory	4.00	\$185.00	\$740.00
Bracket-Remote Mount-XL185M Control Head	4.00	\$50.32	\$201.28
Ante-Element-Harris-700/800-3db-Closed	4.00	\$74.00	\$296.00
Speaker-XL185M-Mobile External	4.00	\$44.40	\$177.60
Cable-Harris XL Mobile Speaker Accy	4.00	\$88.80	\$355.20
Control Unit-Harris XL185M-XLCH	4.00	\$1,221.00	\$4,884.00
Control Station Installation	4.00	\$2,871.71	\$11,486.84
Mobile-Harris XL185M-Single Band	9.00	\$2,823.10	\$25,407.90
Feature-P25 Phase 2 TDMA	9.00	\$185.00	\$1,665.00
Feature-XL185M-OTAR	9.00	\$462.50	\$4,162.50

Feature-XL185-Encryption-256 AES/64 DES	9.00	\$555.00	\$4,995.00
Feature-XL185-700/800 MHz-Single Band	9.00	\$0.01	\$0.09
Feature Pkg-XL185-P25 & EDACS Trunking	9.00	\$1,628.00	\$14,652.00
Install Kit-Harris XL185M Mobile	9.00	\$366.30	\$3,296.70
Mic-Mobile-Harris XL185M-Standard	9.00	\$77.70	\$699.30
Ante-Element-Harris-700/800-3db-Closed	9.00	\$74.00	\$666.00
Ante Base-Harris-STD Roof Mt-Low Loss	9.00	\$59.20	\$532.80
Speaker-XL185M-Mobile External	9.00	\$44.40	\$399.60
Cable-Harris XL Mobile Speaker Accy	9.00	\$88.80	\$799.20
Control Unit-Harris XL185M-XLCH	9.00	\$1,221.00	\$10,989.00
SOF Radio Install-Rmt at Customer Site	9.00	\$1,021.00	\$9,189.00
Port-L3H-XL185P-7/800-FKP-Blk-LTE	16.00	\$1,816.70	\$29,067.20
Operation-XL185-Load NIFOG Personality	16.00	\$0.01	\$0.16
Feature-XL185P-P25 OTAR(Over Air Rekey)	16.00	\$462.50	\$7,400.00
Feature-P25 PHASE 2 TDMA	16.00	\$185.00	\$2,960.00
Feature-Encryption-256-AES/64-DES ECP	16.00	\$555.00	\$8,880.00
Feature-Pkg-P25 Trunking & EDACS Trk	16.00	\$1,628.00	\$26,048.00
Feature-Single Band-7/800	16.00	\$0.01	\$0.16
Battery-XL Series-Li-Ion 3100 MAH	32.00	\$111.00	\$3,552.00
Ante-Harris-XL Whip 1/2 Wv-762/870M	16.00	\$33.30	\$532.80
Mic-Spk-Harris REVO NC2-XL185P-C1D2	16.00	\$140.60	\$2,249.60
Belt Clip-Harris XL Series-Metal	16.00	\$22.20	\$355.20
Charger-Harris XL185P-Desk 1 Bay	16.00	\$148.00	\$2,368.00
SLERS Radio Programming Services	16.00	\$83.02	\$1,328.32
Port-XL200P-Full Key-Blk-LTE-NA Upgraded	5.00	\$2,338.40	\$11,692.00
Operation-XL200-Load NIFOG Personality	5.00	\$0.01	\$0.05
Feature-XL-P25 OTAR OverTheAir-Rekeying	5.00	\$462.50	\$2,312.50
Feature-XL200-P25 Phase 2 TDMA	5.00	\$185.00	\$925.00
Feature-XL200-Encryption-256-AES 64-DES	5.00	\$555.00	\$2,775.00
Feature Pkg-XL200-P25 Trunking/EDACS Trk	5.00	\$1,628.00	\$8,140.00
Feature Pkg-XL200-Freq Bands VHF/7/800	5.00	\$814.00	\$4,070.00
Battery-Harris-XL Series-Li-Ion-3100 mAh	10.00	\$111.00	\$1,110.00
Ante-Harris XL-Flex Helical 136/870M	5.00	\$81.40	\$407.00

WCI provides a variety of batteries & chargers for LMR Radios through the Federal NASPO discounted pricing.

May we send you a quote today?

Quote prices good for thirty calendar days. Quote does not include any applicable sales tax.

Custom ordered parts and speciality items are non-refundable. All other items are subject to a 30% restocking fee.



WILLIAMS
COMMUNICATIONS, INC
WIRELESS TECHNOLOGIES

QUOTE

Mic-Spk-Harris XL Series REVO NC2-C1D2	5.00	\$140.60	\$703.00
Belt Clip- Harris XL Series Metal	5.00	\$22.20	\$111.00
Charger-Harris XL Series-Desk 1 Bay	5.00	\$148.00	\$740.00
SLERS Radio Programming Services	5.00	\$83.02	\$415.10
	Shipping & Handling:		-
	Tax:		-
	Client Total:		\$239,566.10

Florida-Sourcewell/L3Harris Public Safety Contract #042021-L3H

WCI provides a variety of batteries & chargers for LMR Radios through the Federal NASPO discounted pricing.

May we send you a quote today?

Quote prices good for thirty calendar days. Quote does not include any applicable sales tax.

Custom ordered parts and speciality items are non-refundable. All other items are subject to a 30% restocking fee.

| | ,

**The Department of Homeland Security
Notice of Funding Opportunity
Fiscal Year 2022 Assistance to Firefighters Grant Program**

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that had an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process.

UEI registration information is available on GSA.gov at [Unique Entity Identifier Update | GSA](#).

Grants.gov registration information can be found at:

<https://www.grants.gov/web/grants/register.html>. Detailed information regarding UEI and SAM is also provided in [Section D](#) of this NOFO.

Table of Contents

A.	Program Description.....	3
1.	Issued By.....	3
2.	Assistance Listings Number	3
3.	Assistance Listings Title	3
4.	Funding Opportunity Title	3
5.	Funding Opportunity Number.....	3
6.	Authorizing Authority for Program	3
7.	Appropriation Authority for Program	3
8.	Announcement Type.....	3
9.	Program Category	3
10.	Program Overview, Objectives, and Priorities	3
11.	Performance Measures.....	4
B.	Federal Award Information	5
1.	Available Funding for the NOFO: \$324 million.....	5
2.	Projected Number of Awards: 2,000	5
3.	Period of Performance: 24 months	5
4.	Projected Period of Performance Start Date(s): N/A	6
5.	Projected Period of Performance End Date(s): N/A	6
6.	Funding Instrument Type: Grant	6
C.	Eligibility Information.....	6
1.	Eligible Applicants.....	6
2.	Applicant Eligibility Criteria	7
3.	Other Eligibility Criteria.....	7
4.	Maintenance of Effort (MOE)	8
5.	Cost Share or Match.....	8
D.	Application and Submission Information.....	9
1.	Key Dates and Times	9
2.	Agreeing to Terms and Conditions of the Award.....	10

3.	Address to Request Application Package	10
4.	Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application	11
5.	Electronic Delivery	12
6.	How to Register to Apply	12
7.	Submitting the Final Application.....	14
8.	Timely Receipt Requirements and Proof of Timely Submission	14
9.	Content and Form of Application Submission.....	14
10.	Funding Restrictions and Allowable Costs.....	16
E.	Application Review Information.....	20
1.	Application Evaluation Criteria	20
2.	Review and Selection Process	21
F.	Federal Award Administration Information.....	24
1.	Notice of Award.....	24
2.	Difference between Application Request and Award.....	24
3.	Turndown Notifications	24
4.	Administrative and National Policy Requirements.....	24
5.	Reporting.....	27
6.	Monitoring and Oversight.....	30
G.	DHS Awarding Agency Contact Information	31
1.	Contact and Resource Information	31
2.	Systems Information	32
H.	Additional Information.....	32
1.	FEMA Financial Assistance Programs for Infrastructure.....	32
2.	Termination Provisions.....	34
3.	Program Evaluation	35
4.	Period of Performance Extensions.....	35
5.	Disability Integration	36
6.	Conflicts of Interest in the Administration of Federal Awards or Subawards.....	37
7.	Procurement Integrity	38
8.	Record Retention	42
9.	Actions to Address Noncompliance.....	43
10.	Audits.....	44
11.	Payment Information	46
12.	Whole Community Preparedness.....	46
13.	Appendix A – FY 2022 AFG Program Updates.....	47
14.	Appendix B – Programmatic Information and Priorities	49
15.	Appendix C – Award Administration Information	79

A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.044

3. Assistance Listings Title

Assistance to Firefighters Grant (AFG)

4. Funding Opportunity Title

Fiscal Year 2022 Assistance to Firefighters Grant (AFG)

5. Funding Opportunity Number

DHS-22-GPD-044-00-98

6. Authorizing Authority for Program

Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

7. Appropriation Authority for Program

Title III, Division F of the *Department of Homeland Security Appropriations Act, 2022* (Pub. L. No. 117-103)

8. Announcement Type

Initial

9. Program Category

Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities

a. *Overview*

The Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program has awarded approximately \$8.1 billion in grant funding to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. Since FY 2018, the AFG Program has awarded more than 600 fire apparatuses, 102,000 personal protective equipment items, and 124,000 other fire equipment to over 3,800 unique recipients. During the same period, the AFG Program awarded 588 recipients approximately \$90 million to modify department facilities or implement wellness and fitness

priorities to protect firefighter health. Information about success stories for this program can be found at [Assistance to Firefighters Grants Program | FEMA.gov](#).

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the AFG Program supports the goal to Strengthen Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant's need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The [2022-2026 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG Program directly supports Goal 3 to Promote and Sustain a Ready FEMA and Prepared Nation. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

In 2021, the National Fire Protection Association (NFPA) published a needs assessment survey, highlighting challenges that departments across the nation faced with a lack of equipment, training, and health programs. The results revealed nearly two-thirds of departments have firefighters wearing personal protective clothing that is 10 years old or older; 21% of department personnel who perform emergency medical services have no certifications; 72% of fire departments do not have programs to maintain basic firefighter fitness and health; and nearly three-quarters (73%) of all fire departments in the U.S. do not have a behavioral health program. The needs assessment underscores the widespread lack of equipment, training, and health programs required for the life and safety of emergency personnel. The AFG Program seeks to meet those needs and bring such entities into compliance with industry standards.

b. Objectives

The objectives of the AFG Program are to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

c. Priorities

Information on program priorities and objectives for the FY 2022 AFG Program can be found in [Appendix B – Programmatic Information and Priorities](#).

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the

awarded grant in supporting AFG Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects and activities needed and requested in its application with the number acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of AFG Program personal protective equipment (PPE) recipients who equipped 100% of on-duty active members with PPE in compliance with applicable NFPA and Occupational Safety and Health Administration (OSHA) standards.
- Percentage of AFG Program equipment recipients who reported that the grant award brought them into compliance with either state, local, NFPA or OSHA standards.
- Percentage of AFG Program grant recipients who reported having successfully replaced their fire vehicles in accordance with industry standards.
- Percentage of AFG Program training recipients who reported that the grant award allows their members to achieve firefighter training level I and firefighter training level II within one year of coming into service.
- Percentage of AFG Program wellness and fitness recipients who reported that the grant award allows their members to achieve minimum physical and/or mental operational readiness requirements through tailored health-related fitness programs.
- Percentage of AFG Program grant recipients for modifications to facilities projects who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards on housing and readiness posture.

B. Federal Award Information

- | | |
|------------------------------------|----------------------------------|
| 1. Available Funding for the NOFO: | \$324 million¹ |
| 2. Projected Number of Awards: | 2,000 |
| 3. Period of Performance: | 24 months |

While all recipients are expected to complete the awarded activities within the period of performance specified in the award package, extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to [Section H](#).

¹ Note that this figure differs from the total amount appropriated under the *Title III, Division F of Department of Homeland Security Appropriations Act, 2022*, Pub. L. No. 117-103. In this FY 2022 AFG Program NOFO, percentages of "available grant funds" refers to the total amount appropriated—\$360,000,000—by Pub. L. No. 117-103 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). A portion of these "available grant funds" will be allocated to the Fire Prevention and Safety (FP&S) Program, which will have a separate NOFO and application period. \$36,000,000 will be allocated to FP&S for FY 2022.

FEMA awards under most programs, including this program, only include one budget period, so it will be the same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

4. Projected Period of Performance Start Date(s): N/A²
5. Projected Period of Performance End Date(s): N/A
6. Funding Instrument Type: Grant

C. Eligibility Information

1. Eligible Applicants

- **Fire Departments:** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,³ or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.
- **Nonaffiliated EMS organizations:** Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,² or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program:
 - Clinics;
 - Medical centers;
 - Medical college or university;
 - Infirmary;
 - Surgery centers; and
 - Any other institution, association, or foundation providing medical, surgical or psychiatric care and/or treatment for the sick or injured.

² FEMA funds AFG Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

³ The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974. *See* 15 U.S.C. § 2203(10).

- ***State Fire Training Academies:*** An SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.³ Applicants must be designated either by legislation or by a Governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.
- ***Non-federal airport and/or port authority fire or EMS organizations*** are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: ***1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.***

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

2. Applicant Eligibility Criteria

The FY 2022 AFG Program has three activities:

- Operations and Safety;
- Vehicle Acquisition; and
- Regional Projects.

Each activity has its own eligibility requirements. These requirements are outlined in [Appendix B](#)– Programmatic Information and Priorities.

3. Other Eligibility Criteria

a. National Fire Incident Reporting System (NFIRS)

Although NFIRS reporting is not a requirement to apply for AFG Program funding, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period of performance covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the end of the 24-month

performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

Note: Although data collection is an important tool for understanding and justifying assistance, participation in other data sources (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

b. *National Incident Management System (NIMS)*

AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. However, any applicant who receives an FY 2022 AFG Program award must achieve the level of [NIMS compliance](#) required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

4. *Maintenance of Effort (MOE)*

Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG Program grant is awarded. In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance is at least 80% or more of the average of what the applicant spent on such costs for those activities in fiscal years 2020 and 2021. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO at a level that at least 80% or more of the average of what the applicant spent on such costs for those activities in fiscal years 2020 and 2021.

5. *Cost Share or Match*

Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C. § 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG Program award in an amount equal to not less than 15% of the federal funds awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5% of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10% of the grant awarded;
- When serving a jurisdiction of more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 15% of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of

the state. The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the host and participating partner organizations that execute a Memorandum of Understanding (MOU) as described in [Appendix B: Regional Applications](#).

FEMA has developed a cost share calculator tool to assist applicants with determining their cost share. The cost share tool is available at:

<https://www.fema.gov/grants/preparedness/firefighters/assistance-grants>.

Types of Cost Share

- i. **Cash (Hard Match):** Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional).
- ii. **Trade-In Allowance/Credit:** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.
- iii. **In-kind (Soft Match):** In-kind cost share is not allowable for the AFG Program.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

Economic Hardship Waivers

The FEMA Administrator may waive or reduce recipient cost share or Maintenance of Effort (MOE) requirements in cases of demonstrated economic hardship. Please see [Appendix C – Award Administration Information](#) for additional information.

D. Application and Submission Information

1. Key Dates and Times

- a. **Application Start Date:** 01/09/2023 at 8:00 a.m. ET
- b. **Application Submission Deadline:** 02/10/2023 at 5:00 p.m. ET

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in [Section D.9](#) of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in [Section G](#) of this NOFO, "DHS Awarding Agency Contact Information." For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8 a.m.– 6 p.m. Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the AFG Program Helpdesk at 866-274-0960 or by e-mail at FireGrants@fema.dhs.gov. The AFG Program Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

- c. **Anticipated Funding Selection Date:** No later than April 30, 2023
- d. **Anticipated Award Date:** Beginning on approximately April 30, 2023 and continuing thereafter until all FY 2022 AFG Program grant awards are issued (but no later than September 30, 2023).
- e. **Other Key Dates**

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is (800) 462-7585.

4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with login.gov;
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>;
- f. Submit the complete application in FEMA GO; and
- g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to

receiving a federal award, the applicant must notify FEMA as soon as possible by contacting FireGrants@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity. **For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.**

6. How to Register to Apply

a. *General Instructions:*

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, an active System for Award Management (SAM) registration and FEMA GO account to apply for grants.

b. *Obtain an UEI Number:*

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to [Sam.gov](https://sam.gov).

c. *Obtain Employer Identification Number*

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

d. *Create a login.gov account:*

Applicants must have a login.gov account to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to <https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

e. *Register with SAM:*

All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM, refer to <https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220 Monday through Friday, 8 AM - 8 PM ET.

f. *Register in FEMA GO, Add the Organization to the System, and Establish the AOR:*

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration

may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

7. Submitting the Final Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in [Section D.9](#) of this NOFO “Content and Form of Application Submission.” The Standard Forms (SF) may be accessed in the Forms tab under the [SF-424 family on Grants.gov](#). Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under [Section D.9](#) of this NOFO.

8. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

9. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see [Section D.10](#) of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in [Section G](#) of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

b. Program-Specific Required Forms and Information

For program-specific required and optional forms and information, please see the Appendices to this NOFO.

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant’s and their community’s uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the AFG Program to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant’s needs assessment report, survey, or any documented other efforts undertaken to identify the applicant’s unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant’s unique needs in alignment with their mission and AFG grant purpose;
- Additional information or evidence detailing the applicant’s particular risks; and
- Any other information deemed necessary to adequately weigh the applicant’s assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The narrative statement blocks do not allow for formatting. Do not type the narrative statements using only capital letters. Additionally, do not include tables, special characters, or fonts (e.g., quotation marks, bullets), or graphs. Space for the narrative statements is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

10. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. To be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, FEMA Policy #405-143-1](#) or superseding document.

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards . Effective August 13, 2020](#), FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see Appendix C for details. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work.

Note: FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See [Appendix C](#) for further information regarding grant writer fees and the "Additional Information" section of this NOFO for general procurement under grants requirements.

c. *Management and Administration (M&A) Costs*

M&A activities are those directly related to the management and administration of the AFG award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for reimbursement. No more than 3% of the federal share of AFG Program funds awarded may be expended by the recipient for M&A for purposes associated with the AFG Program award.

d. *Indirect Facilities & Administrative (F&A) Costs*

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FireGrants@fema.dhs.gov for further instructions. Post-award requests to charge indirect

costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

e. **Other Direct Costs**

- **Construction:** Construction costs are **not eligible** under the AFG Program. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in Appendix A: Funding Priorities, are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered “construction” for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.
- **Fire Departments and Nonaffiliated EMS organizations funding restrictions**
The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG Program award is limited to the maximum amounts set by § 33(c)(2) of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: (1) population served and (2) a 1% aggregate amount of available grant funds.

The population of the jurisdiction served by the recipient will determine the maximum amount of AFG Program funding a recipient is eligible to receive but no recipient may receive an award that exceeds 1% of available grant funds in FY 2022, or \$3.2 million. FEMA may waive this aggregate cap in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population.

The following table explains the maximum funding that a recipient may receive in FY 2022:

Population of the jurisdiction	Maximum award in FY 2022	Statutory waiver available subject to extraordinary need?
100,000 or fewer people	No more than \$1 million	None available
100,001 – 500,000 people	No more than \$2 million	None available
500,001 – 1,000,000 people	No more than \$3 million	None available
1,000,001 – 2,500,000 people	No more than \$3.2 million	Yes, but no more than \$6 million
More than 2,500,000 people	No more than \$3.2 million	Yes, but no more than \$9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, then the host has met their cap and is no longer eligible for additional funds under the AFG Program.

- **Allocations and Restrictions of Available Grant Funds by Organization Type**
 - **Fire Departments:** Not less than 25% of available grant funds shall be awarded to career, combination, or volunteer department types (total of 75 percent).
 - **Nonaffiliated EMS Organizations:** Not more than 2% of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
 - **Emergency Medical Services Providers:** Not less than 3.5% of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
 - **State Fire Training Academy:** Not more than 3% of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than \$500,000 of available federal grant funds may be awarded per SFTA applicant.
 - **Vehicles:** Not more than 25% of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10% of the total vehicle funds for ambulances.
 - **Micro Grants:** The selection of the voluntary Micro Grant option (cumulative federal funding of \$50,000) for eligible High Priority Operations and Safety activities does not impact an applicant's request or participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle Acquisition or Regional project. Of the 25% allocated to each of the career, combination, and volunteer departments, FEMA will aim to fund no less than 25% of the allocation for Micro Grants.

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

Funding priorities and programmatic criteria for evaluating AFG Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The nine major fire service organizations represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for

awarding grants. The FEMA Administrator reviews and approves the CDP's recommendations. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of government-wide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal awards.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. *Supplemental Financial Integrity Criteria and Review*

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iv. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. *Review and Selection Process*

AFG Program applications are reviewed through a multi-phase process. All applications are

electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this funding notice.

Applications with the highest pre-score rankings are then scored competitively by no less than three members of a Peer Review Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-Scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in [Appendix B](#) and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. “Request Details” and “Budget” information should comply with program guidance and statutory funding limitations. The pre-score is half of the total application score.

ii. Peer Review Panel Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is composed of fire service representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application’s merits based on the narrative statement on the requested activity. The evaluation elements listed in the “Narrative Evaluation Criteria” below will be used to calculate the narrative’s score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is half of the total application score.

iii. Narrative Evaluation Criteria

The Narrative Statements must provide specific details about the activity for which the applicants seek funding. Applicants must explain how the proposed activity(ies) relate to the Operations and Safety Activity or the Vehicle Acquisition Activity. FEMA reviews and compares applications for **duplication including narratives and statistical data**. Therefore, all elements of the Narrative Statements must be original, and **all statistical data must be accurate**. Applications with narratives that have substantial copying of sentences or paragraphs **and/or inaccurate data** that may mislead reviewers may be disqualified. Falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

a. Financial Need (25%)

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. The financial need statement should include

details describing the applicant's financial distress, such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

b. Project Description and Budget (25%)

The Project Description and Budget statement should clearly explain the applicant's project objectives and their relationship to the applicant's budget and risk analysis. The applicant should describe various activities, including program priorities or facility modifications, ensuring consistency with project objectives, the applicant's mission, and national, state, and/or local requirements. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

c. Cost Benefit (25%)

Applicants should describe how they plan to address the operational and personnel safety needs of the organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

d. Statement of Effect on Operations (25%)

The Statement of Effect on Operations should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will improve daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

iv. Technical Evaluation Process (TEP)

The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility and recipient responsibility prior to recommending any application for award. Requests may be recommended for partial funding based on findings made during this assessment.

Once the TEP is complete, each application's cumulative score will be determined,

and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in [Appendix B](#): Restrictions on Use of Award Funds.

F. Federal Award Administration Information

In addition to the language below, please see [Appendix C](#) to this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligor Document. An email notification of the award package will be sent through FEMA's grant application system to the Authorized Organization Representative (AOR) that submitted the application.

Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

2. Difference between Application Request and Award

During the review process for an AFG Program award, FEMA may modify the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any such differences under the Approved Scope of Work section.

3. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2022 AFG Program award with a turndown notification.

4. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. *Environmental Planning and Historic Preservation (EHP) Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See [Executive Order \(EO\) 14030, Climate-Related](#)

Financial Risk and FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs (Interim).

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at <https://www.fema.gov/media-library/assets/documents/90195>. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at <https://www.fema.gov/media-library/assets/documents/85376>.

All modifications to facility activities, and any renovation to facilities that would qualify as a modification to a facility supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP review. Some Equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling Self-Contained Breathing Apparatus (SCBA)
- Air quality systems
- Fire/smoke/carbon monoxide alarm systems for the facility (life safety)
- Generators (fixed)
- Sprinklers
- Vehicle exhaust systems (fixed)
- Washer/dryer/extractor
- Fixed communications antennas onto a building
- Building renovations such as removal of walls or installation of electrical or water lines
- Training/exercises in natural settings such as rope or swift water
- LED signs

- Any scope of work that involves ground disturbances

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes
- Management, administrative, or personnel actions
- Classroom-based training
- Acquisition of mobile and portable equipment (not involving installation) on or in a building, and does not require a storage area to be constructed
- Purchase of PPE and/or SCBA

d. *Federal Flood Risk Management Standard*

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach.

5. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. *Financial Reporting Requirements*

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA. Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>

Recipients must file the FFR electronically using FEMA GO.

II. FFR REPORTING PERIODS AND DUE DATES

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. *Programmatic Performance Reporting Requirements*

I. PROGRAMMATIC PERFORMANCE REPORT (PPR)

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO.

The PPR should include:

- A brief narrative of overall project(s) status
- A summary of project expenditures
- A description of any potential issues that may affect project completion

II. PPR PERIODS AND DUE DATES

The following reporting periods and due dates apply for the PPR:

- No later than July 30 (for the period January 1 – June 30)
- No later than January 30 (for the period July 1 – December 31)

c. *Closeout Reporting Requirements*

I. CLOSEOUT REPORTING

Within 120 days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original period of performance ends, recipients must liquidate all financial obligations and must submit the following:

- i. The final request for payment, if applicable;
- ii. The final FFR (SF-425);
- iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance and
- iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. *Additional Reporting Requirements*

i. **DISCLOSING INFORMATION PER 2 C.F.R. § 180.335**

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals

falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10 million for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at <https://www.gao.gov/yellowbook/overview>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>.

6. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. AFG Program Office Contact

The AFG Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8 a.m. to 4:30 p.m. ET, Monday through Friday.

b. *Centralized Scheduling and Information Desk (CSID)*

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grant stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9 a.m.– 5 p.m. ET.

c. *Grant Programs Directorate (GPD) Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. *FEMA Regional Offices*

Each FEMA region has Fire Program Specialists who can assist applicants with application information, award administration, and technical assistance. FEMA Regional Office contact information is available at <https://www.fema.gov/grants/preparedness/firefighters/regional-contacts>.

e. *Equal Rights*

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. *Environmental Planning and Historic Preservation*

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. *Systems Information*

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8 a.m. – 6 p.m. ET.

H. *Additional Information*

1. *FEMA Financial Assistance Programs for Infrastructure*

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

After FEMA's General Applicability Public Interest waiver expires on Jan. 1, 2023 (or is otherwise extended), none of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

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

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- 1) Applying the domestic content procurement preference would be inconsistent with the public interest;
- 2) The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- 3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure](#).

Definitions

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States: means the following for:

- 1) **Iron and steel:** All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) **Manufactured products:** The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- 3) **Construction Materials:** All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States

2. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a

Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also [Section H.8](#) "Actions to Address Noncompliance" in this NOFO.

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

3. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

4. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Fire Program Specialist or Program Analyst as needed when preparing an extension request.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay—including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;

- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than six months.

Example: Recipients may request an extension when an equipment order was placed during the POP but factors beyond the recipient's control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing POP; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe or where other extenuating circumstances warrant a brief extension.

5. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach, and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

6. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities,

must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

7. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus

area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. See 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as [section D.10.a of the NOFO](#) regarding prohibitions on covered telecommunications equipment or services.

b. *Competition and Conflicts of Interest*

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;

- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.**

Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. *Supply Schedules and Purchasing Programs*

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

1. *GENERAL SERVICES ADMINISTRATION SCHEDULES*

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and

effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Fire Program Specialist or Program Analyst.

d. *Procurement Documentation*

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

8. Record Retention

a. *Record Retention Period*

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).

- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate.** See 2 C.F.R. § 200.334(f).

b. *Types of Records to Retain*

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications;
- Solicitations;
- Competitive quotes or proposals;
- Basis for selection decisions;
- Purchase orders;
- Contracts;
- Invoices; and
- Canceled checks.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

For any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. *Actions to Address Noncompliance*

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention;
- Failure to follow the procurement under grants requirements;
- Failure to submit closeout documents in a timely manner;
- Failure to follow EHP requirements and
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO,

and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see [Section F.8](#) of this NOFO under the header “Single Audit Report” within the subsection “Additional Reporting Requirements”.

The objectives of single audits are to:

- Determine whether financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine whether the entity complied with applicable laws, regulations and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor’s possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity’s compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through

entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs;
- Businesses;
- Faith-based and community organizations;
- Nonprofit groups;
- Schools and academia;
- Media outlets; and
- All levels of government, including state, local, tribal, territorial and federal partners.

The phrase “Whole Community” often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents and
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Appendix A – FY 2022 AFG Program Updates

Appendix A contains a brief list of changes between FY 2021 and FY 2022 to the AFG Program. The FY 2022 AFG Program funding notice contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Supporting Definitions:
Definition of Combination Fire Department was updated as follows: Combination Fire Department as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This also includes non-fire emergency medical service personnel of the department.
- Under the Personal Protective Equipment Activity:
The following equipment was added as eligible under Additional Funding:
 - Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) in support of SCBA request under PPE activity.
 - PPE gear Washer/Extractor/Dryer in support of PPE gear request under PPE activity.
- Under Training Activity:
 - Various NFPA standards were updated to reflect the most current editions.
 - Props requested under the Training Activity must be essential to the training activity requested in the application.
- Under Equipment Activity:
 - P-25 compliant Portable Radios should be requested based on the number of seated riding positions or active members of the department and supported in the request narratives.
 - Repairs and upgrades to the existing simulators was added as High priority item for SFTA applicants.
 - Software and Learning Management System (LMS) for Fire Department applicants was changed to Low priority.
 - Vehicle mounted exhaust systems are High priority for Fire Department, Regional, nonaffiliated EMS, and SFTA applicants.
 - Subscriptions necessary for the operation of the awarded equipment and purchased concurrently are eligible.
 - Refurbished equipment was added under ineligible Equipment Activity.
- Under Modifications to Facilities the following ineligible items for Fire Departments and nonaffiliated EMS applicants were added:
 - Station maintenance.
 - Resurfacing of bay floors Interior remodeling not pertaining to the requested project(s).
 - Interior remodeling not pertaining to the requested project(s).
 - Food and beverages.

- Under Regional Applications:
 - Clarification that the host organization and its partners must be the intended beneficiaries of the proposed project was added.
 - Exception to the requirement for same vendor was added.
 - Clarification that the host of the Regional application is not considered a pass-through entity and may not issue any subawards.
- Under Vehicle Acquisition:
 - Exception to the penalty clause for vehicle contracts was added.

The following definitions were added:

- **Front Line Vehicle:** a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle).
 - **Ready-Reserve Vehicle:** a vehicle that is equipped and may be easily made ready to respond (i.e., emergency mobilization).
 - **Reserve Vehicle:** a vehicle that is not fully equipped and not ready to respond. Reserve apparatus is used when the front-line vehicle is out-of-service (repairs/maintenance). Equipment is removed from the front-line vehicle and moved to the reserve vehicle for emergency response.
 - **Temporarily Out of Service Vehicle:** A vehicle which has been temporarily removed from emergency response duties due to mechanical or safety conditions requiring repair. Although currently out of service this vehicle is required to meet the response needs of the agency. Temporarily out of service vehicles are included in the vehicle inventory, included in the seated position count and are eligible for replacement in the AFG Program.
 - **Decommissioned Vehicle:** A vehicle which has been permanently removed from any or all emergency response duties or functions. Examples include retired vehicles awaiting disposal, vehicles used solely for parade/public relations use, antique vehicles, display, or similar uses. Decommissioned vehicles are not listed in the vehicle inventory or included in the seated position count and are not eligible for replacement under the AFG Program.
- Under Additions to the Application:
 - Paid on call/stiped department question was added.

14. Appendix B – Programmatic Information and Priorities

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

a. Ineligible Applications and/or Organizations

FEMA considers two or more separate fire departments or nonaffiliated EMS organizations with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG Program eligibility. If two or more organizations share facilities and each submits an application in the same program area (i.e., Equipment, Modifications to Facilities, PPE, Training, or Wellness and Fitness Programs), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildlands firefighting gear.
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
 - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229(a), (c).
- If an applicant submits two or more applications for the same equipment or other eligible activity (for example, if an applicant submits two or more applications, one under the Regional activity, and one under the Operations and Safety activity for SCBA), both applications may be disqualified. If an applicant submits two separate applications for the same activity (i.e., two separate vehicle applications for the same vehicle) during the same application period, both applications may be disqualified.
 - This is different from when an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request similar or the same equipment as long as the application clearly states which equipment

(including quantities) is for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

- Eligible Fire Department and nonaffiliated EMS applicants may submit only one application for each of the following application types: Individual Operations and Safety, Individual Vehicle, Regional Operations and Safety, and Regional Vehicle. Under the Operations and Safety applications, applicants may submit for multiple activities and for multiple items within each activity. Under the Vehicle application, applicants may submit one application for a vehicle activity (or activities) for their department and one separate application for a Regional vehicle (the same vehicle(s) may not be requested for both purposes). All duplicate application submissions may be disqualified.

b. Supporting Definitions for this NOFO

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA 101, 2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710, 2016 Edition and NFPA 1720, 2020 Edition).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Firefighting Personnel, as defined in 15 U.S.C. § 2229, means individuals, including volunteers, who are firefighters, officers of fire departments, or emergency medical service personnel of fire departments.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 and 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

Metro Department is a metropolitan fire department that has a minimum staffing of 350 career firefighters as defined by the International Association of Fire Chiefs (IAFC).

DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel that do not receive any compensation (does not include length of service award programs).

c. **Community Classifications**

The information the applicant organization supplies in Applicant Characteristics and Community Description of the AFG Program application determines whether the jurisdiction is identified by FEMA as urban, suburban, or rural. The community classification will determine the funding priority.

The US Census Bureau's urban/suburban/rural classifications are fundamentally a delineation of geographical areas. For more information, please visit <https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html>.

FY 2022 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000+ population	1,000-2,999/sq. mi. or 25,000-50,000 Population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrants
Land Use within primary first due response area	<25% for agriculture (based on zoning) >50% industrial and commercial combined	25%-49% used for agriculture (based on zoning) 25%-49% industrial and commercial combined	>50% used for agriculture (based on zoning) <25% industrial and commercial combined
Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

d. **Application Tips**

The following information may be useful when preparing a competitive application:

- NFPA "FREE ACCESS": As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit: <http://www.nfpa.org/freeaccess>.
- Regional applicants are only eligible to apply for Training, Equipment, PPE, and/or Wellness and Fitness within Operations and Safety, and Vehicle Acquisition.
- SFTA applicants are only eligible to apply for Equipment and/or PPE within

Operations and Safety, and Vehicle Acquisition.

- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will impact or be included in the host organization's funding limitations.
- Applications differ based on the applicant type. For example, the SFTA application for a vehicle will be different from the fire department application for a vehicle. Be sure to select the appropriate applicant type when applying.
- Fire Departments or nonaffiliated EMS organizations that are part of a larger organization with a broader scope should apply through the larger organization to avoid limiting eligible activities. For example, a rescue squad that periodically participates in structural firefighting and that belongs to a county fire and rescue agency should apply through the county for structural PPE; in other words, the county should apply on behalf of the rescue squad.
- FEMA recognizes the number of seated riding positions in front line apparatus as a reasonable measurement of the quantity of PPE or relevant equipment (radios, etc.) to be funded. Exceptions to the front-line seated riding position count may be considered by FEMA if compelling need to include seated riding positions in reserve apparatus can be demonstrated and justified. Applicants that seek to include reserve apparatus seated riding positions in the total seated riding position count must submit a justification narrative.
- There is evidence that exposure to Per- and polyfluoroalkyl substances (PFAS chemicals) may be associated with adverse human health effects. Some firefighting PPE may have been manufactured using PFAS chemicals. While no manufacturers currently produce PPE (i.e., pants, coats) that are fully PFAS free, most manufacturers have replaced the outer shell of the protective equipment to remove PFAS from fabrics. However, this does not impact the purchase of PFAS-free gloves, hoods, boots, etc. as these items have matured in development to include readily available PFAS-free items. FEMA encourages applicants to ask potential vendors about their current level of compliance with using PFAS-free materials

e. **Restrictions on Uses of Award Funds**

- No AFG Program funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workers' compensation, pension, or retirement plans) for any personnel.
- Documented back fill and/or overtime/lost wages costs to support awarded training activities are allowable personnel expenses.
- Instructor's rates/base rates should be provided as part of the application narrative, as well as the market-researched competitive rate for delivering the requested training.
- If the instruction provided for an awarded training activity is delivered by an existing member(s) of the recipient organization, only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.
- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization's SCBA cylinders using a grant funded compressor, cleaning another organization's turnout gear, or offering excess capacity training opportunities. If recipients choose to include costs associated with shared

benefit (e.g., backfill, overtime, tuition) for members outside of their department, they must apply as a Regional applicant.

- Items requested under Additional Funding may only be from that same Activity area. Furthermore, improper Additional Funding requests may be disqualified, if there is misalignment between the item requested and the Activity area. However, the following requests are allowable:
 - Rapid Intervention Team (RIT) packs supporting a SCBA request under the PPE activity. RIT packs must be requested under the Equipment activity if not supporting an SCBA request.
 - PPE gear bags under the PPE activity (gear bags are only eligible as additional funds in association with a PPE gear request).
 - Fit tester supporting an SCBA request under the PPE activity. Fit tester must be requested under the Equipment activity if not supporting an SCBA request.
 - Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) in support of a SCBA request under the PPE activity. Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) must be requested under the Equipment activity if not supporting a SCBA request.
 - PPE gear washer/extractor/dryer in support of a PPE gear request under the PPE activity. Washer/extractor/dryer must be requested under the Equipment activity if not supporting a PPE gear request.

f. Funding Priorities

I. OPERATIONS AND SAFETY – TRAINING OVERVIEW

FEMA has determined that hands-on, instructor-led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

All of the following are considerations in pre-scoring and peer review determinations:

High (H), Medium (M), Low (L)

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	• Training evaluated using national or state standards
H	• Training that brings a department into compliance with recommended NFPA or other national standards
H	• Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency
H	• Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	• Training that does not result in certification
M	• Training that is self-directed/validated
L	• Training that will address an identified risk but not associated with compliance to any standards

Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Firefighter I, II	1001	H	H	H
Fire/Emergency Services Instructor	1041	H	H	H
Hazardous Materials Response-Awareness, Operations, Technician	470	H	H	H
Infection Control	1581	H	H	H
Confined Space Response-Awareness, Operations, Technician	2500	H	H	H
Wildland firefighting (basic)	1140	H	H	H
Wildland firefighting certification (red card)	1140	H	H	H
Wildland Fire Officer	1051	H	H	H
Rapid Intervention Training	1407	H	H	H
Fire Officer	1021	H	H	H
Emergency Medical Responder	1001	H	H	H
Emergency Medical Technician	1001	H	H	H
Advanced Emergency Medical Technician to Paramedic	1001	H	H	H
Paramedic	1001	H	H	H
Paramedic to Community Paramedic	1001	H	H	H
Firefighter Safety and Survival	1407	H	H	H
Safety Officer	1026,1521	H	H	H
Fire Apparatus Driver/Operator	1002	H	H	H
Fire Prevention	1037,1730	H	H	H
Fire Inspector	1031	H	H	H
Fire Investigator	921,1033	H	H	H
Fire Educator	1035	H	H	H
NIMS/Incident Management System (IMS)	1026,1561	H	H	H
Emergency Scene Rehab	1584	H	H	H
Critical Incident Debriefing/Crisis Intervention	1500	H	H	H
Any training to a National/State or NFPA standards		H	H	H
Compliance with federal/state-mandated program		H	H	H
Technical Rescue- Operations, Technician	1006, 2500	H	H	H
Vehicle Rescue	2500	H	H	H
Another officer	1021	H	H	M
Aircraft Rescue Firefighting (ARFF)	402, 403, 1003	H	H	M
Weapons of Mass Destruction (WMD)	470	H	H	H
Mass Casualty		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Training to address a local risk not elevated to a national or state		M	M	M
Specialized Training		M	M	M
Maritime Firefighting	1005, 1405, 1925	L	L	L
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training

The AFG Program provides training grants to meet the educational and performance requirements of fire departments and nonaffiliated EMS personnel. Training should align with the U.S. National Highway Traffic Safety Administration, which designs and specifies a National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

A higher priority is assigned to the following due to the time and cost of upgrading an organization's response level:

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to EMT.
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic.
- Organizations seeking to train Community Paramedics: Organizations seeking to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity.

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations, requested under Additional Funding and limited to \$10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (mileage, hotel, and lodging expenses) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses | <ul style="list-style-type: none"> • Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Supplies or expendables or one-time use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Props (single-use or permanent) essential for training programs requested in the application cannot exceed \$50,000 for Operation and Safety requests; this does not apply to SFTA requests |
|---|---|

Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.) | <ul style="list-style-type: none"> • Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities • Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages |
|--|--|

Eligible Training Activities for Nonaffiliated EMS include but are not limited to:	
<ul style="list-style-type: none"> • EMR • EMT • AEMT • AEMT to Paramedic • Paramedic (applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference: air/rail transportation, mileage, hotel/lodging expenses, etc. (Note: Food and beverages are ineligible travel expenses) 	<ul style="list-style-type: none"> • Attendance at formal training forums or conferences providing continuing education credits • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers for wages lost to attend training (there is no overtime or backfill for volunteers) • Supplies or expendables or one-time use items essential to complete the training activity of a nonaffiliated EMS award's scope of work; examples include bandages, splints, expendable respiratory supplies, etc.

II. OPERATIONS AND SAFETY – EQUIPMENT OVERVIEW

AFG Program grants fund equipment for effective response, firefighting, rescue, and emergency medical operations to enhance the public safety.

Reminder: When requesting training for any items in this section, enter the request under “Other” within “Additional Funding” in the “Grant Application Request Details” section of the application. Make sure to identify the type and scope of training, time frame, etc. in the Additional Funding explanation section. Training must be specific to the use of the equipment (i.e., vendor training) and not duplicative of courses listed under the Training activity.

Also note:

- Accountability systems are located under the Equipment activity.
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the Equipment activity.
- Request for monitors/defibrillators should be based on the number of transport and non-transport ALS response vehicles in the fleet (medic engine, medic chase vehicle, ALS ambulance, etc.).
- P-25 compliant Portable Radios should be requested based on the number of seated riding positions or active members of the department and supported in the request narratives.
- Requests for P-25 mobile radios should be based on the number of vehicles in the fleet.
- Requests to replace obsolete or damaged equipment should enable the applicant to meet applicable industry, local, state, and national standards.
- Equipment product lifecycles are assigned an age category of Short (5-7 years), Intermediate (8-14 years), or Long (15-20 years). These age categories are used to

compare like types of equipment of a similar age category. Under this system, an item that should have a useful life of 10 years is only compared to other items that have a similar useful lifespan. An application does not score higher or lower based on the product lifespan of an item. It only serves to ensure a more even scoring of equipment based on type.

All of the following are considerations in pre-scoring and peer review determinations:

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA
H	Long	Appliance(s)/Nozzle(s)/Foam Eductors	Appliance(s)/Nozzle(s)/Foam Eductors
H	Long	Basic Hand Tools (Structural/Wildland)	Basic Hand Tools (Structural/Wildland)
H	Intermediate	Electric/Gas Powered Saws/Tools	Electric/Gas Powered Saws/Tools
H	Short	Fit Tester	Fit Tester
H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment
H	Immediate	IDLH Protection for Investigators (This is single-use respiratory protection)	
H	Long	Ladders	Ladders
H	Short	Personal Accountability Systems	Personal Accountability Systems
H	Intermediate	PPE Washer/Extractor/Dryer (Turnout)	PPE Washer/Extractor/Dryer (Turnout)
M	Intermediate	Respirator Decontamination System (SCBA)	Respirator Decontamination System (SCBA)
H M	Intermediate	Props: For Fire Department applicants: M For Regional Applicants: H	Props - H
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
H	Intermediate	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.)	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.)
H M	Short	Simulators for Fire Departments - M Simulators for Regional (including virtual) - M	Simulators (including virtual) - H Repairs and upgrades (non-construction) to existing Simulators - H
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
H M L	Short	Software and Learning Management System (LMS) to support training for Fire Departments - L Software and LMS to support training for Regional - M	Software and LMS to support training H
M	Short	Computers used in support of training	Computers used in support of training

Priority	Age Category	Fire and Fire Regional	SFTA
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Headsets	Headsets
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P- 25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H Rural	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 compliant)	Portable Radios (must be P-25 compliant)
M	Intermediate	Mobile Data Terminal (MDT)	MDT
M Urban/ Suburban	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
M	Short	Cell phones/carrier plans/software specifically to enable Radio over IP (RoIP)	Cell phones/carrier plans/software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator	Monitor/Defibrillator
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
EXTRICATION			
Priority	Age Category	Fire and Fire Regional	SFTA
H	Intermediate	Cutter/Spreader	Cutter/Spreader
H	Intermediate	Vehicle Extrication Equipment	Vehicle Extrication Equipment

Priority	Age Category	Fire and Fire Regional	SFTA
HAZARDOUS MATERIALS (HazMat)			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)
SPECIALIZED			
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)
CBRNE EQUIPMENT			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Age Category	Tow Vehicles	Applicant Type
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
H	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)
M	Intermediate	Mobile Data Terminal	Mobile Data Terminal
M	Intermediate	Headsets	Headsets

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
COMMUNICATIONS			
M	Short	Cell phones/carrier plans/software specifically to enable RoIP	Cell phones/carrier plans/software specifically to enable RoIP

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non- Disposable)	Airway Equipment (Non- Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic CPR	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction unit	Suction unit
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
HazMat			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	Purpose of Request	Definition
H	Obtain equipment to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standards for a department's existing mission requirements. This includes equipment that is no longer usable because it is broken and/or damaged beyond repair.
H	Replace noncompliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.
M	Obtain equipment for new mission	Applies to requests for equipment, supplies, or inventories that are intended to fulfill minimum service requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new HazMat capability or Swift Water Rescue capability.
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.

Eligible Equipment Activities for Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:	
<ul style="list-style-type: none"> Shipping, taxes, assembly, and installation of the requested equipment Extended warranties and service agreements if acquired concurrent with initial acquisition Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/construction of a non-weight bearing wall) Equipment for response to incidents involving CBRNE/WMD 	<ul style="list-style-type: none"> Training specific to the requested equipment Requested support activities for equipment requiring supplies or expendables or "onetime" use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training Subscriptions necessary for the operation of the awarded equipment and purchased concurrently within the POP

Ineligible Equipment Activities Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Construction of facilities, such as buildings, towers, or sheds to house communications • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) • Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture • Nonaffiliated EMS expendable supplies (including but not limited to medications) | <ul style="list-style-type: none"> • Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • UAVs and Drones • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except Chief Fire Officer's personal vehicle if justified) • Supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) • Subscriptions, memberships, equipment rental or lease to purchase • Refurbished equipment |
|--|--|

Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities

- Equipment that has a direct effect on firefighters' health and safety
- Age of equipment considered for replacement
- Equipment that operationally benefits other jurisdictions
- Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance like OSHA)

IMPORTANT: The only eligible AFG Program activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable; there are no waivers for P-25 compliance.
- All recipients awarded activities with emergency communication equipment and related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The technical specifications for FY 2022 SAFECOM Guidance on Emergency Communications Grants are available at

https://www.cisa.gov/sites/default/files/publications/FY%202022%20SAFECOM%20Guidance_Final_508.pdf.

- It is the recipient's responsibility to obtain documented evidence that the equipment to be acquired has been tested and has passed all the applicable P-25 compliance requirements and the recipient shall be able to produce such documentation to FEMA upon request.
- AFG Program applicants are not required to identify a specific P-25-compliant product in their application narrative, but they must affirm that the interoperable communications equipment requested or acquired will be P-25 compliant.

Note: Recipients using FY 2022 AFG Program funds to support emergency communications activities should review and comply with [SAFECOM requirements](#), including provisions on technical standards that ensure and enhance interoperable communications. Communication equipment (e.g., portable radios) would be included in this standard. Recipients investing in emergency communications must ensure their projects support the Statewide Communications Interoperability Plan (SCIP) for their state.

III. OPERATIONS AND SAFETY – PPE OVERVIEW

AFG Program funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1977, 1981 and/or 1999 are eligible activities. The acquisition of used, refurbished, or updated PPE are ineligible for reimbursement. PPE requested should have the goal of increasing firefighter safety. When requesting to replace PPE (e.g., Turnout Gear and/or SCBA) applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory must be accurately described and accounted for in the application narrative.

Based in part on NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered noncompliant, the items must be a minimum of 2 NFPA cycles and 10 years of age or older from the date they were manufactured.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is High **H** Priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit, that request should be entered as a separate request line item and will not be considered a request "to increase supplies" (e.g., if the applicant has the need for 35 Face Pieces, and requests 25 SCBA Units, the applicant should also separately request 10 additional Face Pieces).
- FEMA considers a complete set of Structural/Proximity PPE Turnout Gear to be comprised of these NFPA 1971 compliant components: one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In the AHJ where additional PPE such as a Personal Safety/Rescue Bailout System is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set.
- FEMA considers a complete set of EMS PPE Turnout Gear to be comprised of these NFPA 1999 compliant components: one pair of pants, one coat, one helmet, one pair

- of boots, one pair of gloves, one pair of suspenders, and one pair of goggles.
- FEMA considers a complete set of Wildland PPE Turnout Gear to be comprised of these NFPA 1977 compliant components: one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack, and canteen/hydration system.
- Funding is limited to one set of PPE Turnout Gear per person.
- FEMA considers PPE gear bags, RIT packs, and/or Fit Tester as eligible items that can be requested under Additional Funding and available as part of excess fund for the PPE activity in support of requests for PPE or SCBA items.
- FEMA considers a complete SCBA unit to be comprised of a harness/backpack, one face piece, and two cylinders.

Training for requested PPE:

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible).
- If applicants are requesting training to support a PPE activity, it must be entered in the "Additional Funding" section within the "Grant Request Details" section of the application.

The following are considerations in pre-scoring and peer review determinations:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	Purpose of Request	Definitions
H	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA). This includes replacing out of service PPE-Turnout Gear and SCBA.	Applies to PPE-Turnout Gear for new firefighters (i.e., new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear, and to add SCBA to fill seated riding positions that do not currently have SCBA.
H	Replace in-service or in-use damaged/unsafe/unrepairable PPE/SCBA to meet current standard	Applies to PPE-Turnout Gear and SCBA that is deemed damaged unsafe and unrepairable yet still in use at the time of application.
H	Replace in-service/in-use/expired/noncompliant PPE/SCBA to current standard	Applies to PPE-Turnout Gear or SCBA that is deemed obsolete and/or is out of compliance with current standards. PPE-Turnout Gear or SCBA to be replaced is not compliant with current standards; it is not broken, damaged or otherwise unusable.
L	Replace PPE/SCBA to upgrade technology to current standard	Applies to PPE-Turnout Gear or SCBA that is less than 10 years old for PPE-Turnout Gear or compliant within two NFPA cycles for SCBA.

Additional Considerations for Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA for PPE or SCBA Priorities

- Higher priority is given to the age of requested PPE, reason for purchase/replacement, priority. Applicant's call volume is a lesser factor. Applicants will be required to provide the age of the PPE being replaced.
- Applicants with the oldest PPE and/or trying to bring the department into 100% NFPA compliance or the number of active members who will have compliant gear.

PPE List

Structural/Proximity **H**

- | | |
|--|--|
| <ul style="list-style-type: none"> • American National Standards Institute (ANSI) • Traffic Vests • Boots • Coats • Complete Set of Turnout Gear • Gloves • Goggles | <ul style="list-style-type: none"> • Helmets • Hoods • Pants • Pass Devices • Personal Safety/Rescue Bailout System • Suspenders |
|--|--|

PPE List

Respiratory **H**

- | | |
|---|--|
| <ul style="list-style-type: none"> • Air-Line Unit • Face Pieces • Respirators | <ul style="list-style-type: none"> • SCBA Spare Cylinders • SCBA (SCBA Unit includes: Harness/Backpack, Face Piece, and 2 cylinders) |
|---|--|

Wildland **H**

- | | |
|--|--|
| <ul style="list-style-type: none"> • Jumpsuits/Coveralls • Boots • Coats • Pants • Suspenders | <ul style="list-style-type: none"> • Goggles • Shelters • Web Gear/Backpacks • Canteens/Hydration Systems • Helmets |
|--|--|

Specialized PPE **M**

- | | |
|--|--|
| <ul style="list-style-type: none"> • Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suites (must conform to NFPA 2016 edition) | <ul style="list-style-type: none"> • Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits • Encapsulated Suits |
|--|--|

Eligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:

- | | |
|--|---|
| <ul style="list-style-type: none"> • ANSI approved retroreflective highway apparel • Training for requested PPE • Turnout gear bags | <ul style="list-style-type: none"> • Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System • Face Pieces Regulators |
|--|---|

Ineligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:

<ul style="list-style-type: none"> • Three-quarter length rubberboots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • PPE gear bags (ineligible unless requested as additional funds in association with a PPE request) • RIT packs (ineligible unless requested as additional funds in association with SCBA request) • Fit tester (ineligible unless requested as additional funds in association with SCBA request) • Air Compressor/Fill Station/Cascade Systems (ineligible unless requested additional funds in association with SCBA request). • PPE gear washer/extractor/dryer (ineligible unless requested additional funds in association with PPE gear request). • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations 	<ul style="list-style-type: none"> • Food and beverages • Integrated thermal imaging cameras (TIC) with heads-up display • Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildland firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE- Turnout Gear per person • Equipment rental or lease to purchase • Note: Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set
--	---

IV. OPERATIONS AND SAFETY – WELLNESS AND FITNESS OVERVIEW

Wellness and Fitness activities are intended to strengthen emergency responders so that their mental, physical, and emotional capabilities are resilient enough to withstand the demands of all hazardous operations. In order to be eligible for funding, applicants must offer, or plan to offer, all five of the following Priority 1 activities as discussed in the table below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

Priority 1 - Below are the five activities required for a complete Wellness and Fitness program:

- Initial medical exams
- Job-related immunization
- Annual medical and fitness evaluation
- Behavioral health
- Cancer Screening Program to meet NFPA 1582

Priority 2 - Applicants may only apply for Priority 2 Items (listed below) if the applicant offers or is requesting a combination of the five activities required under Priority 1 (listed above):

- Candidate physical ability evaluation
- Injury/illness rehab
- Formal fitness, injury prevention
- International Association of Fire Fighters (IAFF) or IAFC peer fitness trainer program, including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train-the-Trainer for IAFF/IAFC and implementation of a peer fitness trainer programs. Core components included in a firefighter fitness assessment include:
 - Aerobic Capacity,
 - Body Composition,
 - Muscular Strength,
 - Muscular Endurance, and
 - Flexibility.

NOTE: Applicants are encouraged to review NFPA 1583 for guidance on the minimum requirements for the development, implementation, and management of a health-related fitness program.

Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within Priority 2. In addition, all grant-funded physicals (except those for explorers) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1; and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at <https://www.fstaresearch.org>.

NOTE: Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the five Priority 1 activities. Applicants should review Health Related Fitness Programs as outlined in NFPA 1583, which is summarized below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

NFPA 1583 Standards on Health-Related Fitness Programs for Fire Department Members

Scope

This standard establishes the minimum requirements for the development, implementation, and management of a health-related fitness program for members of the fire department involved in emergency operations.

Purpose

The purpose of this standard is to provide the minimum requirements for a health-related fitness program for fire department members that enhances the members' ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death.

This document is intended to help fire departments develop a health-related fitness program for fire department members that requires mandatory participation but is not punitive.

This document is not intended to establish physical performance criteria.

Eligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:

- | | |
|---|--|
| <ul style="list-style-type: none"> • The five Priority 1 items: initial medical exams, job-related immunization, annual medical and fitness evaluation, behavioral health, and cancer screening • Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs, Employee Assistance Programs • Transportation expenses related to a member's participation in offered Wellness and Fitness activities | <ul style="list-style-type: none"> • Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities • Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall); note that these will require EHP review |
|---|--|

Ineligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Fitness club memberships for participants or their families • Non-cash incentives (e.g., t-shirts or hats of nominal value, vouchers to local businesses, or time-off) • Purchase of real estate • Cash incentives • Food and beverages • Subscriptions and memberships | <ul style="list-style-type: none"> • Purchase of medical equipment that is not used as part of the Wellness and Fitness program • Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation • Purchase of equipment or personal protective equipment that is otherwise eligible under the Equipment activity or the PPE activity |
|--|---|

V. OPERATIONS AND SAFETY – MODIFICATIONS TO FACILITIES OVERVIEW

AFG Program funds may be used to modify fire stations and other facilities. New fire station construction is not eligible. Eligible activities include source capturing exhaust, sprinkler, carbon monoxide alarms or smoke/fire detection systems, only for these types of systems and not multi-purpose systems that encompass ineligible features as described below.

All changes to facilities including major or minor modifications and equipment installations require EHP review.

The benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support Training, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall). In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are a High Priority item for vehicle exhaust mitigation under Modifications to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly via a conduit that attaches to/over the end of the vehicle's exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structure's footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed \$100,000 (total project cost[s]) for any individual station.

Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

Note: Vehicle Mounted Exhaust Systems are now listed as a "High" priority in the equipment activity.

Facility Considerations:

Priority is given to facilities staffed full-time and facilities with sleeping quarters. Facilities without sleeping quarters or with part-time occupancy will receive subsequent consideration. Training facilities, marine fire facilities, and intermittently occupied facilities will be considered next.

All of the following are considerations in pre-scoring and peer review determinations:

Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:

H	<ul style="list-style-type: none"> • New source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi-purpose systems that encompass ineligible features as described below. • Replacement or updates to existing source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems are considered lower priority over requests submitted for new systems.
----------	---

Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:

M	<ul style="list-style-type: none"> Emergency generators, Air Quality Systems (AQSs) <p>Note: AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems</p>
----------	--

Ineligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:

<ul style="list-style-type: none"> Station maintenance Resurfacing of bay floors Interior remodeling not pertaining to the requested project(s) Food and beverages 	<ul style="list-style-type: none"> Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features
--	--

g. Regional Applications

A Regional application is an opportunity for a fire department or a nonaffiliated EMS organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG Program eligible organizations. The host organization and its partners must be the intended beneficiaries of the proposed project. A nonaffiliated EMS organization that serves as a host regional applicant can only host other nonaffiliated EMS organizations. A fire department that serves as a host regional applicant can apply on behalf of other eligible fire departments and nonaffiliated EMS organizations within the same application. SFTAs are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition, and Operations and Safety but only for Training, Equipment, Wellness and Fitness, and PPE activities. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds. To align with the stated program objective of fostering interoperability, departments and agencies party to regional applications must use the same vendor. Any exceptions to this requirement must be pre-approved by FEMA in writing and be based on compelling operational need.

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, the host has met their cap and is no longer eligible for additional funds under the AFG Program.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the Regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due

response areas of the host and participating partner organizations. Exceptions can be made to this requirement in situations where the host is also the parent organization and is responsible for their smaller and independent stations.

Neither the Regional host nor any participating partner is prevented from also applying on behalf of their own organization for any AFG Program activity (Vehicle Acquisition, or Operations and Safety); however, it cannot be for the same item. For example, a department cannot apply for PPE under its own organization and participate in a regional PPE application.

In the application narrative, a Regional host must include a list of all the AFG Program eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization's EIN, and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a Regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to cost share, accountability for the assets, and all reporting requirements in the Regional application. The host of the Regional application is not considered a pass-through entity and may not issue sub-awards.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant-funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award

must be an eligible AFG Program organization and must be a party to the MOU or equivalent document.

h. Vehicle Acquisition

Vehicles purchased with AFG Program funds must be compliant with NFPA 1901 (Standard for Automotive Fire Apparatus), NFPA 1906 (Standard for Wildland Fire Apparatus), or NFPA 1917 or equivalent (Standard for Automotive Ambulances). Leases, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic/Health vehicles are non-transport vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens) or operational equipment (e.g., rescue tools, structural/wildland firefighting equipment). Consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate narrative for each vehicle. For example, if an applicant is requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN is still required for the narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered will not receive a vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

All applicants may request funding for a driver training program within the "Vehicle Acquisition" section but must add the request in the "Additional Funding" area in the "Grant Request Details" section of the Vehicle Application.

All driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered in violation of the grant agreement. The pre-score

evaluation criteria consider the department's need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization.

Eligible Vehicle Activities for Fire Department, and SFTA include but are not limited to:			
Priority	Urban Communities	Suburban Communities	Rural Communities
H	<ul style="list-style-type: none"> • Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush Type III or larger 	<ul style="list-style-type: none"> • Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush 	<ul style="list-style-type: none"> • Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/Healthcare) • Quint
M	<ul style="list-style-type: none"> • Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit 	<ul style="list-style-type: none"> • Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit 	<ul style="list-style-type: none"> • Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium or Heavy
L	<ul style="list-style-type: none"> • ARFF • Foam Truck • Fire Rescue/Boat • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Tanker/Tender 	<ul style="list-style-type: none"> • ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat 	<ul style="list-style-type: none"> • ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat • Rehab Unit

Eligible Regional Vehicle Activities for Fire Departments (ALL Community Types)	
H	<ul style="list-style-type: none"> • Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/Healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or Heavy • Tow Vehicle (Applied for under equipment)
M	<ul style="list-style-type: none"> • Highway Safety Unit
L	<ul style="list-style-type: none"> • Hazardous Materials Unit • Foam Truck

Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle Activities



- Ambulances
- Bariatric Ambulance
- Non-Transport EMS (Community Paramedic/Healthcare)

Compliance with Standards

- Ambulances must comply with NFPA 1917, Edition 2016, or GSA Federal Standard KKK-A-1822F
- Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant; acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity
- Applicants should consider adopting the principles of Traffic Incident Management Systems (TIMS); the USFA report on TIMS can be found at: https://www.usfa.fema.gov/downloads/pdf/publications/fa_330.pdf
- New fire apparatus must be compliant with NFPA 1901 or 1906 for the year ordered/manufactured

Additional Considerations (to include, but not limited to)

- Age and mileage of the vehicle being replaced; older equipment receives higher consideration
- Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- Average age of the fleet; older equipment within the same class
- Call volume of primary first due response area or region
- Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both; a converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight
- Vehicles on loan to the organization in the application narrative but not in the organization's inventory
- Damaged vehicles and out of service vehicles in the organization's inventory
- Replacement of open cab/jump seat configurations

IMPORTANT

Applicants requesting a vehicle(s) may be required to provide additional fleet information after the submission of the application. Vehicle inventory in the application must reflect currently owned vehicles as well as vehicles that are leased or on long-term loan and vehicles that have been ordered or otherwise currently under contract for purchase or lease by the organization but not yet in possession.

The following definitions should be followed when providing vehicle inventory in the application:

Front Line Vehicle: a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle).

Ready-Reserve Vehicle: a vehicle that is equipped and may be easily made ready to respond

(i.e., emergency mobilization).

Reserve Vehicle: a vehicle that is not fully equipped and not ready to respond. Reserve apparatus is used when the front-line vehicle is out-of-service (repairs/maintenance). Equipment is removed from the front-line vehicle and moved to the reserve vehicle for emergency response.

Temporarily Out of Service Vehicle: A vehicle which has been temporarily removed from emergency response duties due to mechanical or safety conditions requiring repair. Although currently out of service this vehicle is required to meet the response needs of the agency and will be returned to front line or reserve status once repaired. Temporarily out of service vehicles are included in the vehicle inventory, included in the seated position count and are eligible for replacement in the AFG Program.

Decommissioned Vehicle: A vehicle which has been permanently removed from any or all emergency response duties or functions but is still in the possession of the organization. Examples include retired vehicles waiting disposal, vehicles used solely for parade/public relations use, antique vehicles, display, or similar uses. Decommissioned vehicles are not listed in the vehicle inventory or included in the seated position count and are not eligible for replacement in the AFG Program.

Vehicle Contract: Vehicle award recipients must submit a copy of their vehicle purchase contract to the designated Regional Fire Program Specialist or Program Analyst. To locate Regional Fire Specialist, please visit <https://www.fema.gov/fire-grant-contact-information>.

Recipients will be asked to scan the document(s) into a PDF format and email it to the Regional Fire Program Specialist or Program Analyst for inclusion in the grant file. Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the Improper Payments Eliminations and Recovery Act of 2012 (Pub. L. No. 112-248). If recipients do not submit a vehicle purchase contract, they will be unable to:

- Submit for an advance of federal funds for partial vehicle payment or chassis payment.
- Submit an amendment requesting a Period of Performance extension for the project.

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle, or going out of business.

Prepayment Bond Required: AFG Program vehicle recipients are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained through the vendor or

bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

Penalty Clause Required: All contracts for any AFG Program-funded vehicle must contain a penalty clause. Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Exceptions may be considered by FEMA only if an urgent and compelling need is demonstrated by the recipient. The request for exception from this requirement must be submitted in writing to the AFG Program Analyst or Regional Fire Program Specialist.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25% of the federal share to be drawn for this purpose. Any costs over-and-above the 25% limit, such as the cost of a chassis or any other fees or services, must be borne by the recipient or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include but not limited to periodic or progress vehicle payments, loan payments, or the acquisition of NFPA 1901 compliant equipment for the awarded vehicle if they are being supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment, i.e., driver/operator training, physical exams for driver/operator, and NFPA 1901/1906 compliant equipment specific to the type of apparatus awarded.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected, and accepted, the recipient may request the final vehicle payment as an advance payment request. However, the recipient shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the recipient.

Eligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:

<ul style="list-style-type: none"> • Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1901/1906 • Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent 	<ul style="list-style-type: none"> • Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production (if justified in the Vehicles narrative) Note: Food and beverages are ineligible travel expenses
---	--

Ineligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, or construction-related equipment • Using the vehicle being awarded as collateral for any financial loan | <ul style="list-style-type: none"> • UTVs and ATVs • UAVs and drones • Used or refurbished apparatus • Converted vehicles not originally designed for firefighting • Food and beverages |
|---|--|

Examples of vehicle types

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute [GPM])
- Urban interface vehicles (Type I) pumper (300 gallons of water and 750 GPM)
- Ambulance (vehicle used for transporting patients)
- Tanker/Tender (an apparatus that has water capacity in excess of 1,000 gallons of water)
- Quint Aerial (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- Quint (fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- Aerial Ladder (elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)

Unsafe Vehicles

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response. Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for any emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.

Acceptable dispositions (donation or sale) of unsafe vehicles include but are not limited to a training facility (NO emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage, or foreign donation.

15. Appendix C – Award Administration Information

Appendix C contains detailed information on AFG Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

I. Economic Hardship Waivers of Cost Share and Maintenance of Effort

In cases of demonstrated economic hardship, and upon the request of the recipient, the FEMA Administrator may waive or reduce an AFG Program cost share or MOE requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)). As required by statute, the FEMA Administrator established guidelines for determining what constitutes economic hardship and published these guidelines in [Information Bulletin No. 427](#).

The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive an Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship of Information Bulletin No. 427.

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in Information Bulletin No. 427 may result in a denial of the waiver.

II. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically

identified, and listed within the “Grant Request Details” section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to \$1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of the NOFO and up to 30 calendar days after the application period closes. In order for Grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by

the Federal Government from receiving funding under federally funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

- i. A copy of the grant writer's contract for services;
- ii. A copy of the invoice or purchase order;
- iii. A copy of the canceled check (front and back); and
- iv. Evidence that the services were competitively procured. If an applicant's local procurement practices/policies do not require competitive bidding under \$1,500, then the applicant may be asked to provide a copy of that policy.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application:

Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application.

III. Maintenance and Sustainment for AFG Programs

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with AFG Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty, or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

IV. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG Program application narrative, as well as the “Grant Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient’s agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit <http://www.fcc.gov>.*

V. Excess Funds

After completing the initial project’s purpose in the recipient’s application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost-shared excess funds may be utilized to address an organization’s local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award’s period of performance to address a known or critical need.

Excess Funds Restrictions

In general, excess funds are limited to no more than \$10,000 for any award. If you have any questions, contact the AFG Help Desk at 866-274-0960 or email FireGrants@fema.dhs.gov. The AFG Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

The \$10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment except when the use of excess funds is for any eligible activity that would normally require an EHP review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- Consistent with the funding priorities set by the panel of fire service professionals and stakeholders, excess funds are limited to the purchase of High Priority items only.
- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an amendment.

Example: An award for the acquisition of 10 SCBA units is reduced via Amendment to 8 SCBA units. The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal funds resulting from the reduction in quantity of awarded items are not allowable as excess funds. FEMA may allow reduction in the quantity of awarded items but not total project cost if compelling justification of need is provided.

Exceptions to the \$10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

VI. Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. AFG Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, active SAM.gov registration, and the request for payment in FEMA GO has been approved.

Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant.

FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

ADVANCES

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance AFG Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient. Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

REIMBURSEMENT

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of AFG Program approval for reimbursement requests, recipients shall include proof of purchase, in the form of a canceled check or credit card transaction, active SAM.gov registration, and a final invoice(s) in each reimbursement AFG Program payment/drawdown request.

REBATES

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share.

PAYMENT REQUESTS DURING CLOSEOUT

A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation.

Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance; FEMA may request documentation supporting the reimbursement for review at any time.

AMENDMENTS

FEMA may approve AFG Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests; or
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with AFG Program goals and objectives. All amendments require recipients to maintain an active SAM.gov registration.

NOTE: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request. The deobligation of funds cannot be reversed.

VII. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under an AFG Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional FPS or the AFG Program Help Desk prior to the disposition of AFG Program-funded equipment, to include vehicles.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to consider an application for a Mud Bog Special Event at the Iron Horse Mud Bog site for March 2nd – 5th, 2023 with attendance expected to be greater than 1,000.

MEETING DATE REQUESTED:

February 6, 2023

Statement of Issue: Mud Bog Special Events for more than 1,000 attendees.

Recommendation: Consider for approval

Fiscal Impact: Potential increase in tourist related purchases

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A Mud Bog Special Event application was submitted to the planning department on 12/27/2022 to hold a Mud Bog Special Event at the Iron Horse Mud Bog site located at 8999 S US 19. The application states that the expected attendance will be greater than 1,000, which, requires a public hearing pursuant to Section 10-65 of the Code of Ordinances. The checklist included was last completed on Tuesday, 1/31/2023. Notice was advertised in the local paper on Wednesday, January 25th.

Options:

1. Approve the application.
2. Deny the application.

Attachments:

1. Copy of application
2. Supporting documents
3. Checklist

MUD BOG CHECKLIST

EVENT NAME: IRON HORSE – OCTOBER 2023

1.	APPLICANTS NAME	✓
2.	OWNERS NAME	✓
3.	PHYSICAL LOCATION	✓
4.	LEGAL DESCRIPTION	✓
5.	WAIVER FROM ADJOINING PROPERTY OWNERS	✓
6.	DATE & HOURS OF EVENT	✓
7.	MAXIMUM ATTENDANCE * states 1,000+	✓*
8.	SECURITY STATEMENT	✓
9.	AMBULANCE STATEMENT not received at time of agenda prep.	X
10.	MAP OF PROPERTY	✓
11.	PROPERTY WITHIN 660 FEET OF EVENT	✓
12.	LOCATION OF PARKING * throughout event	✓*
13.	LIST OF OWNERS WITHIN 660 FEET	✓
14.	ENTRY CONSENT STATEMENT	✓
15.	HOLD HARMLES STATEMENT	✓
16.	ADJOINING PROPERTY OWNER STATEMENT	✓
17.	WASTE HAULER STATEMENT	✓
18.	INSURANCE STATEMENT	✓
19.	SANITARY FACILITY PROVIDER STATEMENT	✓
20.	FIRE PROTECTION STATEMENT (signed by Fire Chief)	✓

COMPLETED BY: William D. (Danny) Griner DATE: _____

JAMIE ENGLISH District 1	JIM MOODY District 2	MICHAEL NEWMAN District 3	PAM FEAGLE District 4	THOMAS DEMPS District 5
-----------------------------	-------------------------	------------------------------	--------------------------	----------------------------



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
P. O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

APPLICATION FOR SPECIAL EVENT PERMIT

FEE: \$250.00

PERMIT TYPE: MUD BOG

DATE: 10/18/22

APPLICANT NAME: 3 Ponds, LLC DBA Iron Horse Mud Ranch

MAILING ADDRESS: 8999 US 19 South, Perry, FL 32348

PROPERTY OWNER: Big Ponds, LLC

PROPERTY ADDRESS: 8999 US 19 South, Perry, FL 32348

PHONE#: 319-283-4943 PARCEL #: 8744-200
8743-000

PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- | | |
|--------------------------|--------------------------|
| 1. <u>Big Ponds, LLC</u> | 2. <u>Jack Fernandez</u> |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |

EVENT DATE(S): START: March 2, 2023 END: March 5, 2023
Daily hours see attachment Daily Hours see attachment

HOURS OF OPERATION: START: 7:00 a.m. END: 7:00 p.m.

EXPECTED ATTENDANCE: 1000+ MAXIMUM ATTENDANCE: No way to determine

SECURITY PROVIDER: SHERIFFS OFFICE * PRIVATE SECURITY *
(Attach statement from provider)

SANITARY FACILITIES PROVIDER: F.W. Murray & Son's Sanitation, LLC 850-672-0103

SOLID WASTE CONTRACTOR: Pops Sanitation 850-973-7809

IRON HORSE MUD RANCH

IRON HORSE MUD RANCH
8999 US HIGHWAY 19 S
Perry, FL 32348
319-283-4943
Karilarson24@gmail.com
ironhorsemudranch.com

Attachment Mud Bogging Hours of Operation:

Thursday March 2 gates open 7am

No Mud Bogging Thursday

Thursday March 2 No Mud Bogging activity

Thursday March 2 Music till midnight

Friday March 3 Mud Bogging starts 7am runs till 7pm

Friday March 3 Tugs and Music runs till midnight

Saturday March 4 Mud Bogging starts 7am till 7pm

Saturday March 4 Tugs and Music runs till midnight

Sunday March 5 Mud Bogging starts 7am runs till noon

Sunday March 5 all activities end at 7pm Gates Close

Gates are open 24 hours a day for patrons coming
and going in and out of event

To whom it may concern,

Due to the event space being moved in 700 feet from the below listed adjoining property owners, a waiver from them is no longer required.

Gregory and Annette Tita

David Kirkpatrick

Felix Kozel

Athanasiosa and Eva Gionis

If you have any questions, please feel free to contact me.

ATTACH THE FOLLOWING

- 1. Exact location, legal description, area and shape of all lands used for parking or other incidental uses.**
- 2. Exact location, legal description, area and shape of the land on which the event will take place.**
- 3. Sworn statement from security provided, if other than Taylor County Sheriff's Department.**
- 4. Statement as to what medical / ambulance services will be provided. (Agreement with DMH-EMS must contain signature of hospital CEO).**
- 5. Copy of, or Statement of intent to issue, \$1,000,000.00 Insurance Policy.**
- 6. Copy of Contract for Solid Waste Disposal.**
- 7. Copy of Contract for Sanitary Waste Disposal.**
- 8. Entry Consent, Adjoining Property Owner, and Hold Harmless agreements signed and notarized.**
- 9. A map drawn to scale of at least 1" = 400', showing:**
 - a. Property location;**
 - b. Location of highways, roads, lots and lands within 660 feet activity;**
 - c. Location of parking area and all incidental uses;**
 - d. All interior access ways;**
 - e. Access to the property;**
 - f. Location of toilet, medical, and drinking facilities.**
- 10. Proof of ownership of the property, or an agreement signed by the property owner permitting such use of the property.**
- 11. Signed waiver from all property owners within 660 feet of the activity.**
- 12. Signed statement from County Fire Chief that adequate fire protection provisions will be provided.**

SPECIAL EVENT WAIVER

DATE: _____ 10-18-2022 _____

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Big Ponds LLC

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Print Name

Signature

PREPARED BY AND RETURN TO:
OSCAR M. HOWARD, III
ATTORNEY AT LAW, P.A.
P.O. DRAWER 22
PERRY, FL. 32348

LICENSE AGREEMENT

THIS LICENSE made and entered into this 3rd day of October, 2018, by and between BIG PONDS, LLC, a Florida Limited Liability Company (LICENSOR) and JACINTO J. FERNANDEZ GRANDCHILDREN'S IRREVOCABLE TRUST (LICENSEE), collectively referred to as the "Parties".

IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. **DESCRIPTION OF PREMISES:**

LICENSOR hereby grants to LICENSEE the right to travel across property listed in Exhibit "A". LICENSEE agrees to use only existing roads to access LICENSEE'S property.

2. **TERM:**

This License Agreement is effective on the date of proper execution by both Parties. This License Agreement will be recorded in the public records of Taylor County, Florida and will run with the property until, and shall expire, when an agreed-upon Ingress/Egress Easement for the benefit of the JACINTO J. FERNANDEZ GRANDCHILDREN'S IRREVOCABLE TRUST has been recorded in the public records of Taylor County, Florida. This License Agreement may be terminated as indicated TERMINATION section below.

3. **COMPENSATION:**

The Parties acknowledge that the LICENSOR has received good, valuable, and sufficient consideration from LICENSEE for the privileges granted herein.

4. **NON-REVOCABLE WAIVER**

LICENSEE agrees to execute a non-revocable Special Event Mud Bog Waiver for a period of 10 years. LICENSEE also agrees to limit the guests and invitees during event weekends to relatives within the 2nd degree of consanguinity.

JA

5. USE OF LICENSED PREMISES:

LICENSEE shall use designated areas within the Licensed Premises only for the purpose of Ingress and Egress to LICENSEE'S property. The Licensed Premises shall not be used for any other purpose whatsoever without written consent of LICENSOR. LICENSEE covenants that it will not, without written consent of LICENSOR, permit the Licensed Premises to be used or occupied by any person, firm, entity, or corporation other than LICENSEE and its invitees. LICENSEE further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said premises, no act shall be permitted, and nothing shall be kept in or about said premises which will increase the risk of any hazard, fire, or catastrophe, and no waste shall be permitted or committed upon or any damage done to said premises. LICENSEE shall not permit the Licensed Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

LICENSEE shall contact the following representative of LICENSOR, to inform of LICENSEE's presence, at least twelve (12) hours prior to date of the use of the Licensed Premises:

Henry Lee, Property Manager
(850) 843-4246

Or

Kari Larson
(319) 290-0008

LICENSOR shall provide LICENSEE with a key to access LICENSEE'S property.

6. ALTERATIONS AND IMPROVEMENTS TO LICENSED PREMISES:

LICENSEE may not make any alteration, adjustment, partition, addition or improvement to the Licensed Premises or any part thereof without obtaining prior written consent of LICENSOR. All requests by LICENSEE shall be in writing and shall contain all pertinent plans and specifications. All alterations, adjustments, partitions, additions, or improvements shall, at the LICENSOR'S sole discretion, remain the exclusive property of LICENSOR or be removed by LICENSEE, upon LICENSOR'S request. In the event that LICENSOR requests removal, LICENSEE shall perform, at its sole cost, removal in a manner which shall return the Licensed Premises to the condition in which they were received. Any costs necessary to restore or prepare the Licensed Premises for return shall be the sole responsibility of LICENSEE. All such alterations or improvements shall be made at the sole cost and expense of LICENSEE.

LICENSEE shall keep the Licensed Premises in a clean, safe, and sanitary condition. LICENSEE agrees that LICENSEE or invitees of LICENSEE will not hunt or discharge firearms on LICENSOR's property.

A

7. ASSIGNMENT OR SUBLETTING:

LICENSEE shall have no authority to assign all or any portion of the Licensed Premises during any term of this License Agreement. Should LICENSEE attempt to assign this license, then the license shall be terminated forthwith, automatically, by operation of this clause, without prior notice to LICENSEE.

8. PERSONAL PROPERTY:

LICENSEE acknowledges that all personal property placed upon the Licensed Premises shall remain the property of LICENSEE or invitee of LICENSEE as the case may be, and shall be placed upon the property at the risk of LICENSEE, or LICENSEE's invitees.

9. HOLD HARMLESS:

LICENSEE agrees to indemnify and hold LICENSOR harmless from any action arising out of use of LICENSOR'S property by LICENSEE or invitee of LICENSEE.

10. TERMINATION:

This License Agreement shall terminate upon the recording of an Ingress/Egress Easement for the benefit of the JACINTO J. FERNANDEZ GRANDCHILDREN'S IRREVOCABLE TRUST in the public records of Taylor County, Florida.

11. MAINTENANCE, REPAIR, AND DAMAGE OF LICENSED PREMISES:

It shall be the responsibility of LICENSEE to keep the Licensed Premises clean, safe, sanitary, and free from trash and debris. The upkeep and maintenance of all areas herein used by LICENSEE shall be borne by LICENSEE. LICENSEE shall be fully responsible for damage of any kind or nature to the Licensed Premises and LICENSOR'S property located thereon caused by the use of the Licensed Premises by LICENSEE or invitees of LICENSEE. LICENSEE shall be fully responsible for any and all repairs or replacement deemed necessary by LICENSOR to return the Licensed Premises and LICENSOR'S property to the condition existing at the commencement of this Revocable License, normal wear and tear excluded. LICENSEE shall maintain the premises in accordance with the terms and conditions of this Revocable License Agreement and consistent with prudent and well-reasoned maintenance procedures and techniques.

LICENSEE shall give to LICENSOR, or its agent, prompt written notice, in compliance with the NOTICES provision below, of any occurrence, incident, or accident occurring on or damage to the Licensed Premises.

1A

12. AMENDMENTS:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

13. MATERIALITY AND WAIVER OF BREACH:

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Revocable License Agreement, and each is, therefore, a material term hereof.

LICENSOR'S failure to enforce any provision of this License Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this License Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

14. NOTICES:

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

Notice to LICENSOR shall be addressed to:

O.M. HOWARD, III
P. O. Box 22
Perry, Florida 32348

With a copy mailed to:

Licensee:
Vincent Fernandez
7940 Lake St. James Lane
Odessa, FL 33556

A

15. ASSIGNMENT AND PERFORMANCE:

Neither this License Agreement nor any interest herein shall be assigned, transferred, or encumbered by LICENSEE.

16. THIRD PARTY BENEFICIARIES:

Neither Party intends to directly or substantially benefit a third party by this License. Therefore, the Parties acknowledge that there are no third party beneficiaries to this License and that no third party shall be entitled to assert a right or claim against either of them based upon this License.

17. COMPLIANCE WITH LAWS:

LICENSEE shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this License Agreement.

18. SEVERANCE:

In the event this License Agreement or a portion of this License Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless LICENSOR or LICENSEE elects to terminate this License Agreement. The election to terminate this License Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

19. JOINT PREPARATION:

The Parties and their counsel have participated fully in the drafting of this License Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

20. PRIOR AGREEMENTS:

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this License that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

A

21. INCORPORATION BY REFERENCE:

The attached Exhibit "A" is incorporated into and made a part of this Agreement.

22. REPRESENTATION OF AUTHORITY:

Each individual executing this License Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this License Agreement, duly authorized by all necessary and appropriate action to execute this License Agreement on behalf of such party and does so with full legal authority.

23. MULTIPLE ORIGINALS:

This License Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this License Agreement on the respective dates under each signature:

WITNESSES:

BIG PONDS, LLC

Signature

By: _____

Print name

_____ day of _____, 2018

Signature

Print name

LICENSEE

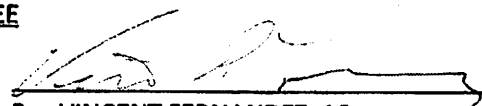
WITNESSES:


Signature

M.C. SPERATO
Print name


Signature

Liz Knight
Print name


By: VINCENT FERNANDEZ, AS
TRUSTEE OF JACINTO J. FERNANDEZ
GRANDCHILDREN'S IRREVOCABLE TRUST

3rd day of October, 2018



GUARDIANS LLC

SECURITY SERVICES, TRAINING & INVESTIGATIONS
LICENSE NUMBERS B1400294 / DS150019 / A1600002

To: Taylor County Florida Board of County Commissioners

201 E Green St, Perry Florida

From: Tracy Dowdy Manager Guardians LLC

22065 109th Drive Obrien Fl 32071

Subject: Iron Horse Mud Ranch

Greetings Commissioner's, this letter is to inform you that Guardians LLC will be providing Security Services for Iron Horse Mud Ranch. Located at 8999 US 19 Perry Florida 32348 on March 02- 05 2023 and Oct. 12-15 2023 in accordance with Taylor County Ordinances.

Thank You,

Tracy Dowdy

10/21/2023

Per argumentum VERITAS

22065 109th Drive Obrien, Florida 32071

386-266-3769



08744-250

Ellison, James Michael

08744-150

Ellison, James Michael

08744-200

Big Ponds LLC Property

08743-000

08744-000

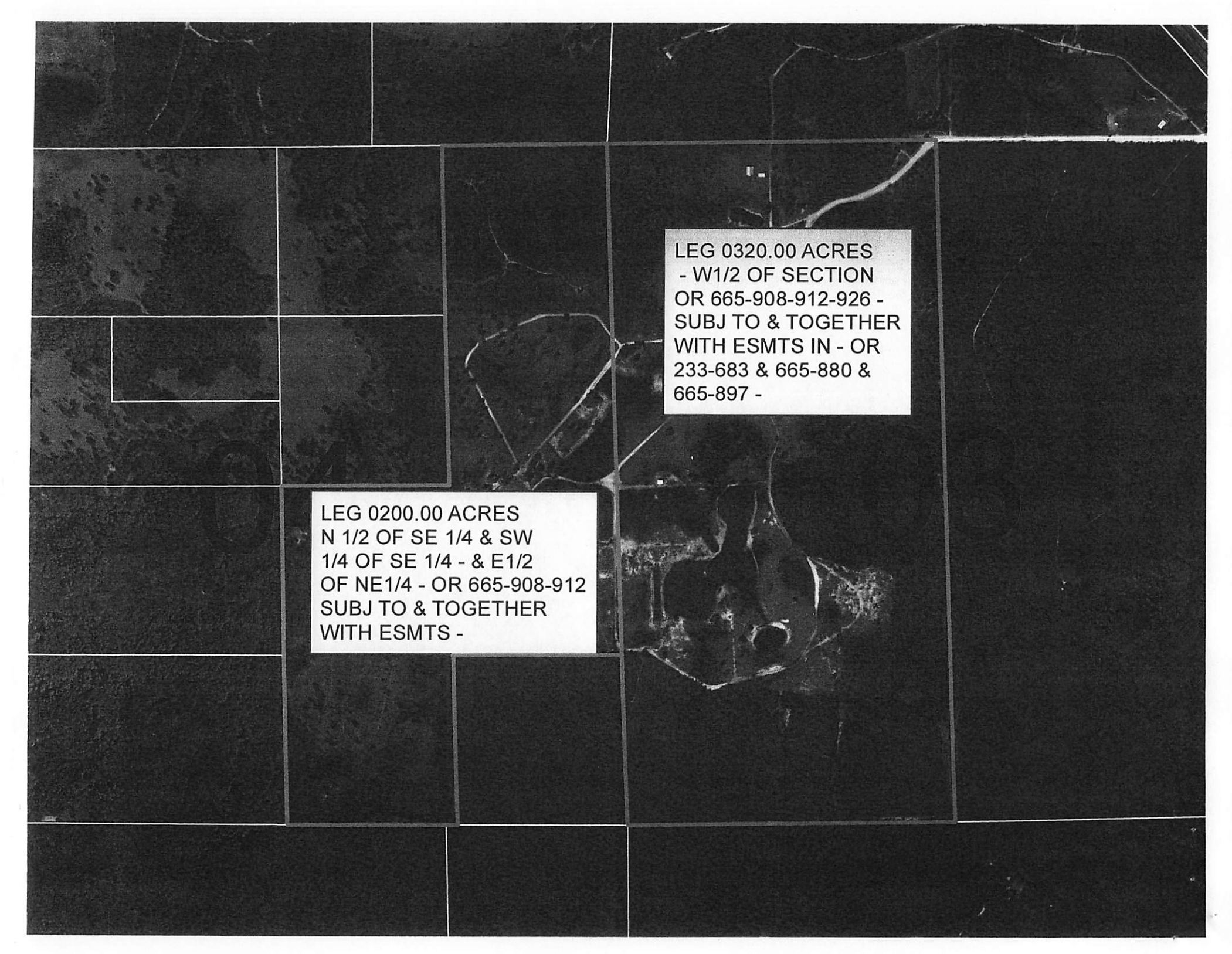
Jacinto J. Fernandez
Grandchildrens Trust

660 foot
buffer from
inner edge
of property

Belita

Jacinto J. Fernandez Grandchildrens Trust

Zelenberg, John 10699 Josh Exell GR



LEG 0320.00 ACRES
- W1/2 OF SECTION
OR 665-908-912-926 -
SUBJ TO & TOGETHER
WITH ESMTS IN - OR
233-683 & 665-880 &
665-897 -

LEG 0200.00 ACRES
N 1/2 OF SE 1/4 & SW
1/4 OF SE 1/4 - & E1/2
OF NE1/4 - OR 665-908-912
SUBJ TO & TOGETHER
WITH ESMTS -

ENTRY CONSENT AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the board of county commissioners, county manager, county engineer, county forester or county fire chief or state fire marshal, sheriff, county health officer and any other county officer or state officer in the performance of his or her duties.

KARI LARSON
Print Name

[Signature]
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, KARI LARSON, personally known to me (☒) produced identification (☐) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 27 day of October, 2021.



CAROL WEATHERLY
Commission # HH 141773
Expires June 13, 2025
Send Us Your Budget History Service

[Signature]
NOTARY PUBLIC

My Commission Expires:

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby agree to indemnify, hold harmless and defend the county and the sheriff, as well as the board of county commissioners, all county employees, agents, appointees, and designees from any and all manner of action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever which may result from or be in any way connected or related to the event.
2. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

LARI LARSON
Print Name

[Signature]
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LARI LARSON, personally known to me (☒) produced identification () to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 27 day of October, 2021.



CAROL WEATHERLY
Commission # MH 141773
Expires June 13, 2025
Banded Due Budget History Services

[Signature]

NOTARY PUBLIC

My Commission Expires:

ADJOINING PROPERTY OWNER AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby agree to reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant, owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event not been held

KARI LARSON
Print Name

[Signature]
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, KARI LARSON, personally known to me () produced identification (✓) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

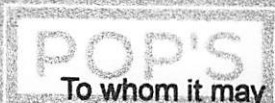
Witness my hand and official seal this 17 day of March, 2022



CAROL WEATHERLY
Commission # 141773
Expires June 13, 2025
Bonded Tax Budget History Services

[Signature]
NOTARY PUBLIC

My Commission Expires:



To whom it may concern,

Pop's Sanitation Services, LLC
P.O. Box 1022, Monticello, FL 32344
1-955-563-9400

Pop's Sanitation Services will be providing the trash service for Iron Horse Mud Ranch their next 2 events on March 2nd -5th, 2023 and October 12th - 15th, 2023. Please let us know if you have any questions!

Thank you,
Pop's Sanitation Service



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES UNDERLYING IT. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURER

Swann Insurance Agency Inc
1/2 N. Jefferson St
Perry, FL 32347

INSURED

3 Ponds LLC- DBA Iron Horse Mud Ranch
8999 US Highway 19 South
Perry, FL 32348

CONTACT NAME: Leslie Anderson
PHONE (A/C, No, Ext): 850-584-5800
E-MAIL: swanninsurance@fairpoint.net
ADDRESS:

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Kinsele Insurance Company

INSURER B: Kinsele Insurance Company

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGE

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL. INSUR. (IND. YES/NO)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		0100158707-1	07/30/2022	07/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					
OTHER:					
AUTOMOBILE LIABILITY					
ANY AUTO					
OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					
<input checked="" type="checkbox"/> UMBRELLA LIAB		0100130527-2	07/30/2022	07/30/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
EXCESS LIAB					
DED	RETENTION \$				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			E.L. EACH ACCIDENT \$		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to list)			E.L. DISEASE - EA EMPLOYEE \$		
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT \$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leslie Anderson (A313047)

© 1988-2015 ACORD CORPORATION. All rights reserved.

**F.W. Murray & Son's Sanitation, LLC
P.O. Box 1328
Perry, Florida 32348**

October 20, 2022

To Whom It May Concern:

We propose to provide any and all sanitation needs for the Iron Horse Mud Ranch located on South Highway 19 during the following dates: March 2-5 , 2023 and October 12-15, 2023

If you have any questions, feel free to contact me directly.

**Sincerely,
F.W. Murray
Owner**



Taylor County Fire Rescue



501 Industrial Park Dr. – Perry FL 32348

(850) 838-3522

Fax (850)838-3524

10/18/2022

To whom it may concern;

Taylor County Fire Rescue will provide the Iron Horse Mud Ranch a dedicated two person fire crew with fire apparatus on Thursday March 2nd, Friday March 3rd, and Saturday March 4th from the hours of 07:00 AM to 10:00 PM to meet the needs for fire protection services. These hours and dates may be extended subject to any scheduled events or conditions of the day. This service will complement the event staff with mobile fire extinguishers. On the closing day of March 5th fire protection provided by event staff with mobile fire extinguishers along with normal Taylor County Fire Rescue response via 911.

Dan Cassel
Fire Chief

Legals 1-25-23

NOTICE OF PUBLIC HEARING

**PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES
(ORDINANCE NO. 2001-12)**

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Monday, February 6, 2022 at 6:00 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUD-BOG) to be held on March 2nd – March 5th, 2023 from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing and 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.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.

NOTICE OF PUBLIC HEARING

**PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES
(ORDINANCE NO. 2001-12)**

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Monday, February 6, 2022 at 6:05 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUD-BOG) to be held on October 12th – October 15th, 2023 from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing and 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.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.

Event Services Agreement

This Event Services Agreement ("Agreement") is made and entered into as of and between ProTransport-1, LLC, a California limited liability company d/b/a PT-1 Holdings, LLC, PRN Ambulance, LLC, Century Ambulance Service, Inc. ATS Ambulance, LLC (collectively "AMBULANCE SERVICE") and Iron Horse Mud Ranch ("Event Sponsor") for medical transport, pre-transport and transport medical care for Iron Horse Mud Ranch ("Stand-by Event") to be provided at the locations and times listed below.

WHEREAS, Event Sponsor desires to have AMBULANCE SERVICE provide stand-by medical services at the following event(s) (hereinafter referred to as the "Event" or Stand-by Event").

Event Name: Iron Horse Mud Ranch
Location: 8999 US Highway 19 S
Perry, FL 32348
Date(s): 3/2/2023-3/5/2023, 10/12/2023-10/15/2023
2024 Dates TBD

WHEREAS, AMBULANCE SERVICE is licensed to provide ambulance and medical services, and is able and willing to provide stand-by emergency medical services for Event Sponsor at the events identified above under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

DUTIES OF AMBULANCE SERVICE

1. **Services.** AMBULANCE SERVICE shall furnish medical services and ambulance transportation and transport related medical care for the participants in the event, in accordance with applicable federal, state and local rules and regulations, and as agreed to by the parties. AMBULANCE SERVICE shall perform the work described herein and shall furnish all labor, equipment and materials required to perform the services contemplated under this Agreement.
2. **Scope.** This Agreement is applicable to the provision of ambulance coverage at the Event(s), as defined in this Agreement.
3. **Assigned Resources.** For event day services, the standard assignment of personnel for the event shall include:
 - a. One ALS Ambulance

Additional personnel, ambulances or equipment with their related costs may be assigned to an Event, and charged to the Event Sponsor, depending upon need and by mutual agreement of the parties.

DUTIES OF EVENT SPONSOR

4. **Designate Point of Contact Person.** Event Sponsor will designate a "Point of Contact Person" who will have a radio or other means to contact AMBULANCE SERVICE in the event of an emergency, or to request Performance Services.

5. **Duties of Point of Contact.** The Point of Contact will take all 911 calls and contact AMBULANCE SERVICE to dispatch AMBULANCE SERVICE crew to scene. It is the Point of Contact's responsibility to contact AMBULANCE SERVICE with all locations.
6. **Contact with 911 System.** It is the responsibility of the Event Sponsor to notify the local 911 dispatch system of the event and to give them the contact information of the event's 'Point of Contact.' It is the duty of the Event Sponsor to follow the procedures of the 911 system and to coordinate with them.
7. **EMS Medical Plan.** Event Sponsor will file the EMS Medical Plan or other county or city required documents, if applicable, for event and will send a copy of the approved plan to scheduling@centuryamb.com.
8. **Independent Contractor.** AMBULANCE SERVICE acknowledges that it is, and shall at all times be, an independent contractor with respect to meeting AMBULANCE SERVICE responsibilities under this Agreement. Nothing in this Agreement is intended nor shall be construed to create a partnership, employer-employee or joint venture relationship between the parties. Neither party shall have nor exercise any control or direction over the methods by which the other shall perform the services required under this Agreement.

COMPLIANCE AND LIABILITY

9. **Compliance.** The parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations applicable to each. The parties agree to cooperate with each other as necessary and appropriate to further the purpose and intent of this Agreement.
10. **Mutual Indemnification.** With respect to the Stand-by Event, the Parties agree to defend, indemnify, and hold one another, their directors, trustees, officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to, and to the extent such liability, loss, expense, attorney's fees, or claim for injury or damages are caused by or result from the negligence or intentional acts or omissions of the indemnifying party.
11. **Definition of Liability of Parties.** AMBULANCE SERVICE will be liable for all damages ensuing from patient care delivered by its employees up to and including transportation of injured parties in its care. Event Sponsor is liable for any and all damages stemming from the organization of the event up to and including the coordination of patient care.
12. **Confidential Information.** During the term of this Agreement, both parties will have access to and become acquainted with confidential information of the other party, including that relating to plans, operational and business practices and procedures, business techniques/methods, strategic plans, operations and related matters. All such materials are the property of the disclosing party and all such materials shall be considered proprietary. Neither party shall disclose, without the other party's written consent, to any person or entity, directly or indirectly, either during the term of this Agreement or any time thereafter, any such data of the other party except in the course of furtherance of this Agreement.
13. **Dispute Resolution.** In the event a dispute arises between the parties arising out of, or related to, the validity, interpretation, enforcement or performance of this Agreement, the matter shall be submitted to binding arbitration in accordance with the Commercial Rules of Judicial Arbitration and Mediation Services, Inc. (JAMS). The decision of the arbitrator shall be binding and fully enforceable in any court having jurisdiction over the parties. The arbitrator shall not have the authority to award punitive or exemplary damages but shall have the authority to award attorneys' fees and costs to the prevailing party. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default, or otherwise.

14. **Entire Agreement.** This Agreement supersedes any and all other agreements, oral or written, between the parties and constitutes the entire agreement with respect to the subject matter hereof.
15. **Severability.** In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.
16. **Notices.** All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), (b) certified, registered or other traceable mail, postage prepaid, or (c) national overnight delivery service to the address specified by such party set forth below.

If notice is given to AMBULANCE SERVICE, it shall be at the following address:

Matthew Johnson
General Manager
Century Ambulance Service, Inc
720 Greeland Ave
Jacksonville, FL 32221

If notice is given to Event Sponsor it shall be at the following address:

Iron Horse Mud Ranch
Todd Larson
Kari Larson
karilarson24@gmail.com
8999 US Highway 19 S
Perry FL 32348

17. **Notifications.** Each party shall notify the other in writing within seventy-two (72) hours after the occurrence of any one or more of the following events if related to services provided under this Agreement:

- a. Either party is served with a legal complaint, or named as a defendant or otherwise becomes the subject of any suit, action or other legal proceeding arising out of provision of service under this Agreement;
- b. Either party ceases to be a corporation validly existing, in good standing and authorized to do business, or
- c. Any act or event occurring that has a material adverse effect on either party's ability to carry out the terms and conditions of this Agreement.

18. **Force Majeure.** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement to the extent and for such periods of time as such delay or failure to perform results directly or indirectly from any act of God, action of any governmental authority, war, terrorism, riot, revolution, explosion, sabotage, nuclear incident, natural disaster, inclement weather, lightning, earthquake, fire, flood, storm, sinkhole, epidemic, pandemic, vandalism, strike or other work interruption or any similar or dissimilar cause beyond the reasonable control of either Party. Should such a Force Majeure event occur, both Parties shall make all reasonable and good faith efforts to perform their obligations in as timely a manner as possible under the circumstances.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to

be an original, but all of which taken together shall constitute one and the same instrument.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

21. Fees, Billing and Payment. The Stand-by Event provided under this Agreement will be billed for and be due one week prior to the events listed herein. For the convenience of the parties the amounts and due dates are listed in Attachment A. A finance charge of 1.5% per month (18% APR) may be assessed on outstanding balances..

The Event Sponsor is responsible only for the cost of stand-by medical services at the Event and do not have financial responsibility for the costs of medical transport, except as required by law or if the Event Sponsor elects to accept financial responsibility. AMBULANCE SERVICE shall bill patient, patient's insurance carrier, health plan, or State, federal, or local agencies in accordance with federal, state, and local laws and regulations for any transport or transport related medical services.

22. Compensation. AMBULANCE SERVICE will be compensated for the services at \$225.00 per hour per ALS unit. Compensation will be for the duration of the event.

23. Cancellation Policy. Less than twenty-four (24) hour notice of cancellation for a standby/event service will result in a "Cancellation Fee" equivalent to three (3) hours of "standby time."

24. Termination with Cause. In the event that either party defaults in the performance of any duties or obligations hereunder, and the default or breach has not been cured within thirty (30) calendar days of the non-defaulting party's giving of written notice of default, specifying the nature of the alleged default or breach and the desired remedy, the non-defaulting party may give notice of termination and the Agreement shall be terminated.

25. Assignment, Rights and Obligations. The rights and obligations of each party under this Agreement shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign any of its rights and obligations under this Agreement without obtaining the prior written consent of the other party, which shall not be unreasonably withheld. In the event of any permitted assignment or subcontracting, the assignor or contractor shall remain fully liable hereunder as if such assignment or subcontract did not occur. Any merger, acquisition, consolidation, or the reorganization of either party and/or their respective affiliates shall not constitute an assignment of the Agreement.

26. Confidentiality of Agreement. Neither party shall disclose any of the terms of this Agreement to any third party, except as required by law, without the prior written consent of the other party.

27. Protected Health Information ("PHI"). Both parties agree to keep confidential all individually identifiable protected health information as prescribed under federal law and to not disclose such information to any third party, except where permitted or required by law.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the day and year written below through the signatures of their respective duly-authorized officers who attest to their right to bind their respective parties to this agreement.

Matthew Johnson/ Century Ambulance Service, Inc

Kari Larson/ Iron Horse Mud Ranch

By: 

Print Name: Matthew Johnson

By: 

Print Name: _____
15

(5)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to consider an application for a Mud Bog Special Event at the Iron Horse Mud Bog site for October 12th – 15th, 2023 with attendance expected to be greater than 1,000.

MEETING DATE REQUESTED:

February 6, 2023

Statement of Issue: Mud Bog Special Events for more than 1,000 attendees.

Recommendation: Consider for approval

Fiscal Impact: Potential increase in tourist related purchases

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A Mud Bog Special Event application was submitted to the planning department on 12/27/2022 to hold a Mud Bog Special Event at the Iron Horse Mud Bog site located at 8999 S US 19. The event dates are October 12th – October 15th. The application states that the expected attendance will be greater than 1,000, which, requires a public hearing pursuant to Section 10-65 of the Code of Ordinances. Notice was advertised in the local paper on Wednesday, January 25th.

Options:

1. Approve the application.
2. Deny the application.

Attachments:

1. Copy of application
2. Supporting documents
3. Checklist

MUD BOG CHECKLIST

EVENT NAME: IRON HORSE – MARCH 2023

1.	APPLICANTS NAME	✓
2.	OWNERS NAME	✓
3.	PHYSICAL LOCATION	✓
4.	LEGAL DESCRIPTION	✓
5.	WAIVER FROM ADJOINING PROPERTY OWNERS	✓
6.	DATE & HOURS OF EVENT	✓
7.	MAXIMUM ATTENDANCE * states 1,000+	✓*
8.	SECURITY STATEMENT	✓
9.	AMBULANCE STATEMENT not received at time of agenda prep.	X
10.	MAP OF PROPERTY	✓
11.	PROPERTY WITHIN 660 FEET OF EVENT	✓
12.	LOCATION OF PARKING * throughout event	✓*
13.	LIST OF OWNERS WITHIN 660 FEET	✓
14.	ENTRY CONSENT STATEMENT	✓
15.	HOLD HARMLESS STATEMENT	✓
16.	ADJOINING PROPERTY OWNER STATEMENT	✓
17.	WASTE HAULER STATEMENT	✓
18.	INSURANCE STATEMENT	✓
19.	SANITARY FACILITY PROVIDER STATEMENT	✓
20.	FIRE PROTECTION STATEMENT (signed by Fire Chief)	✓

COMPLETED BY: William D. (Danny) Griner DATE: _____

JAMIE ENGLISH District 1	JIM MOODY District 2	MICHAEL NEWMAN District 3	PAM FEAGLE District 4	THOMAS DEMPS District 5
-----------------------------	-------------------------	------------------------------	--------------------------	----------------------------



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
P. O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

APPLICATION FOR SPECIAL EVENT PERMIT

FEE: \$250.00

PERMIT TYPE: MUD BOG

DATE: 10/18/22

APPLICANT NAME: 3 Ponds, LLC DBA Iron Horse Mud Ranch

MAILING ADDRESS: 8999 US 19 South, Perry, FL 32348

PROPERTY OWNER: Big Ponds, LLC

PROPERTY ADDRESS: 8999 US 19 South, Perry, FL 32348

PHONE#: 319-283-4943

8744-200
PARCEL #: 8743-000

PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

1. Big Ponds, LLC

2. Jack Fernandez

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

EVENT DATE(S):

START: October 12, 2023

END: October 15, 2023

Daily hours see attachment

Daily Hours see attachment

HOURS OF OPERATION:

START: 7:00 a.m.

END: 7:00 p.m.

EXPECTED ATTENDANCE: 1000+

MAXIMUM ATTENDANCE: No way to determine

SECURITY PROVIDER:

SHERIFFS OFFICE *

PRIVATE SECURITY *

(Attach statement from provider)

SANITARY FACILITIES PROVIDER:

F.W. Murray & Son's Sanitation, LLC 850-672-0103

SOLID WASTE CONTRACTOR:

Pops Sanitation 850-973-7809

IRON HORSE MUD RANCH

IRON HORSE MUD RANCH
8999 US HIGHWAY 19 S
Perry, FL 32348
319-283-4943
Karilason24@gmail.com
Ironhorsemudranch.com

Attachment Mud Bogging Hours of Operation:

Thursday October 12 gates open 7am

No Mud Bogging Thursday

Thursday October 12 No Mud Bogging activity

Thursday October 12 Music till midnight

Friday October 13 Mud Bogging starts 7am runs till
7pm

Friday October 13 Tugs and Music runs till midnight

Saturday October 14 Mud Bogging starts 7am till 7pm

Saturday October 14 Tugs and Music runs till midnight

Sunday October 15 Mud Bogging starts 7am runs till
noon

Sunday October 15 all activities end at 7pm Gates
Close

Gates are open 24 hours a day for patrons coming
and going in and out of event

ATTACH THE FOLLOWING

- 1. Exact location, legal description, area and shape of all lands used for parking or other incidental uses.**
- 2. Exact location, legal description, area and shape of the land on which the event will take place.**
- 3. Sworn statement from security provided, if other than Taylor County Sheriff's Department.**
- 4. Statement as to what medical / ambulance services will be provided. (Agreement with DMH-EMS must contain signature of hospital CEO).**
- 5. Copy of, or Statement of intent to issue, \$1,000,000.00 Insurance Policy.**
- 6. Copy of Contract for Solid Waste Disposal.**
- 7. Copy of Contract for Sanitary Waste Disposal.**
- 8. Entry Consent, Adjoining Property Owner, and Hold Harmless agreements signed and notarized.**
- 9. A map drawn to scale of at least 1" = 400', showing:**
 - a. Property location;**
 - b. Location of highways, roads, lots and lands within 660 feet activity;**
 - c. Location of parking area and all incidental uses;**
 - d. All interior access ways;**
 - e. Access to the property;**
 - f. Location of toilet, medical, and drinking facilities.**
- 10. Proof of ownership of the property, or an agreement signed by the property owner permitting such use of the property.**
- 11. Signed waiver from all property owners within 660 feet of the activity.**
- 12. Signed statement from County Fire Chief that adequate fire protection provisions will be provided.**

SPECIAL EVENT WAIVER

DATE: _____ 10-18-2022 _____

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Big Ponds LLC

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Print Name

Signature

To whom it may concern,

Due to the event space being moved in 700 feet from the below listed adjoining property owners, a waiver from them is no longer required.

Gregory and Annette Tita

David Kirkpatrick

Felix Kozel

Athanasiosa and Eva Gionis

If you have any questions, please feel free to contact me.

PREPARED BY AND RETURN TO:
OSCAR M. HOWARD, III
ATTORNEY AT LAW, P.A.
P.O. DRAWER 22
PERRY, FL. 32348

LICENSE AGREEMENT

THIS LICENSE made and entered into this 3rd day of October, 2018, by and between
BIG PONDS, LLC, a Florida Limited Liability Company (LICENSOR) and JACINTO J. FERNANDEZ
GRANDCHILDREN'S IRREVOCABLE TRUST (LICENSEE), collectively referred to as the "Parties".

IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter set
forth, the Parties agree as follows:

1. **DESCRIPTION OF PREMISES:**

LICENSOR hereby grants to LICENSEE the right to travel across property listed in Exhibit "A".
LICENSEE agrees to use only existing roads to access LICENSEE'S property.

2. **TERM:**

This License Agreement is effective on the date of proper execution by both Parties. This License Agreement will be recorded in the public records of Taylor County, Florida and will run with the property until, and shall expire, when an agreed-upon Ingress/Egress Easement for the benefit of the JACINTO J. FERNANDEZ GRANDCHILDREN'S IRREVOCABLE TRUST has been recorded in the public records of Taylor County, Florida. This License Agreement may be terminated as indicated TERMINATION section below.

3. **COMPENSATION:**

The Parties acknowledge that the LICENSOR has received good, valuable, and sufficient consideration from LICENSEE for the privileges granted herein.

4. **NON-REVOCABLE WAIVER**

LICENSEE agrees to execute a non-revocable Special Event Mud Bog Waiver for a period of 10 years. LICENSEE also agrees to limit the guests and invitees during event weekends to relatives within the 2nd degree of consanguinity.

5. USE OF LICENSED PREMISES:

LICENSEE shall use designated areas within the Licensed Premises only for the purpose of Ingress and Egress to LICENSEE'S property. The Licensed Premises shall not be used for any other purpose whatsoever without written consent of LICENSOR. LICENSEE covenants that it will not, without written consent of LICENSOR, permit the Licensed Premises to be used or occupied by any person, firm, entity, or corporation other than LICENSEE and its invitees. LICENSEE further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said premises, no act shall be permitted, and nothing shall be kept in or about said premises which will increase the risk of any hazard, fire, or catastrophe, and no waste shall be permitted or committed upon or any damage done to said premises. LICENSEE shall not permit the Licensed Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

LICENSEE shall contact the following representative of LICENSOR, to inform of LICENSEE's presence, at least twelve (12) hours prior to date of the use of the Licensed Premises:

Henry Lee, Property Manager
(850) 843-4246

Or

Kari Larson
(319) 290-0008

LICENSOR shall provide LICENSEE with a key to access LICENSEE'S property.

6. ALTERATIONS AND IMPROVEMENTS TO LICENSED PREMISES:

LICENSEE may not make any alteration, adjustment, partition, addition or improvement to the Licensed Premises or any part thereof without obtaining prior written consent of LICENSOR. All requests by LICENSEE shall be in writing and shall contain all pertinent plans and specifications. All alterations, adjustments, partitions, additions, or improvements shall, at the LICENSOR'S sole discretion, remain the exclusive property of LICENSOR or be removed by LICENSEE, upon LICENSOR'S request. In the event that LICENSOR requests removal, LICENSEE shall perform, at its sole cost, removal in a manner which shall return the Licensed Premises to the condition in which they were received. Any costs necessary to restore or prepare the Licensed Premises for return shall be the sole responsibility of LICENSEE. All such alterations or improvements shall be made at the sole cost and expense of LICENSEE.

LICENSEE shall keep the Licensed Premises in a clean, safe, and sanitary condition. LICENSEE agrees that LICENSEE or invitees of LICENSEE will not hunt or discharge firearms on LICENSOR's property.

A

7. ASSIGNMENT OR SUBLETTING:

LICENSEE shall have no authority to assign all or any portion of the Licensed Premises during any term of this License Agreement. Should LICENSEE attempt to assign this license, then the license shall be terminated forthwith, automatically, by operation of this clause, without prior notice to LICENSEE.

8. PERSONAL PROPERTY:

LICENSEE acknowledges that all personal property placed upon the Licensed Premises shall remain the property of LICENSEE or invitee of LICENSEE as the case may be, and shall be placed upon the property at the risk of LICENSEE, or LICENSEE's invitees.

9. HOLD HARMLESS:

LICENSEE agrees to indemnify and hold LICENSOR harmless from any action arising out of use of LICENSOR'S property by LICENSEE or invitee of LICENSEE.

10. TERMINATION:

This License Agreement shall terminate upon the recording of an Ingress/Egress Easement for the benefit of the JACINTO J. FERNANDEZ GRANDCHILDREN'S IRREVOCABLE TRUST in the public records of Taylor County, Florida.

11. MAINTENANCE, REPAIR, AND DAMAGE OF LICENSED PREMISES:

It shall be the responsibility of LICENSEE to keep the Licensed Premises clean, safe, sanitary, and free from trash and debris. The upkeep and maintenance of all areas herein used by LICENSEE shall be borne by LICENSEE. LICENSEE shall be fully responsible for damage of any kind or nature to the Licensed Premises and LICENSOR'S property located thereon caused by the use of the Licensed Premises by LICENSEE or invitees of LICENSEE. LICENSEE shall be fully responsible for any and all repairs or replacement deemed necessary by LICENSOR to return the Licensed Premises and LICENSOR'S property to the condition existing at the commencement of this Revocable License, normal wear and tear excluded. LICENSEE shall maintain the premises in accordance with the terms and conditions of this Revocable License Agreement and consistent with prudent and well-reasoned maintenance procedures and techniques.

LICENSEE shall give to LICENSOR, or its agent, prompt written notice, in compliance with the NOTICES provision below, of any occurrence, incident, or accident occurring on or damage to the Licensed Premises.

12. AMENDMENTS:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

13. MATERIALITY AND WAIVER OF BREACH:

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Revocable License Agreement, and each is, therefore, a material term hereof.

LICENSOR'S failure to enforce any provision of this License Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this License Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

14. NOTICES:

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

Notice to LICENSOR shall be addressed to:

O.M. HOWARD, III
P. O. Box 22
Perry, Florida 32348

With a copy mailed to:

Licensee:
Vincent Fernandez
7940 Lake St. James Lane
Odessa, FL 33556

A

15. ASSIGNMENT AND PERFORMANCE:

Neither this License Agreement nor any interest herein shall be assigned, transferred, or encumbered by LICENSEE.

16. THIRD PARTY BENEFICIARIES:

Neither Party intends to directly or substantially benefit a third party by this License. Therefore, the Parties acknowledge that there are no third party beneficiaries to this License and that no third party shall be entitled to assert a right or claim against either of them based upon this License.

17. COMPLIANCE WITH LAWS:

LICENSEE shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this License Agreement.

18. SEVERANCE:

In the event this License Agreement or a portion of this License Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless LICENSOR or LICENSEE elects to terminate this License Agreement. The election to terminate this License Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

19. JOINT PREPARATION:

The Parties and their counsel have participated fully in the drafting of this License Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

20. PRIOR AGREEMENTS:

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this License that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.



21. INCORPORATION BY REFERENCE:

The attached Exhibit "A" is incorporated into and made a part of this Agreement.

22. REPRESENTATION OF AUTHORITY:

Each individual executing this License Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this License Agreement, duly authorized by all necessary and appropriate action to execute this License Agreement on behalf of such party and does so with full legal authority.

23. MULTIPLE ORIGINALS:

This License Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this License Agreement on the respective dates under each signature:

WITNESSES:

BIG PONDS, LLC

Signature

By: _____

Print name

_____ day of _____, 2018

Signature

Print name

LICENSEE

WITNESSES:


Signature

M.C. SPERATO
Print name


Signature

Liz Knight
Print name


By: VINCENT FERNANDEZ, AS
TRUSTEE OF JACINTO J. FERNANDEZ
GRANDCHILDREN'S IRREVOCABLE TRUST

3rd day of October, 2018



GUARDIANS LLC

SECURITY SERVICES, TRAINING & INVESTIGATIONS
LICENSE NUMBERS B1400294 / DS150019 / A1600002

To: Taylor County Florida Board of County Commissioners

201 E Green St, Perry Florida

From: Tracy Dowdy Manager Guardians LLC

22065 109th Drive Obrien Fl 32071

Subject: Iron Horse Mud Ranch

Greetings Commissioner's, this letter is to inform you that Guardians LLC will be providing Security Services for Iron Horse Mud Ranch. Located at 8999 US 19 Perry Florida 32348 on March 02- 05 2023 and Oct. 12-15 2023 in accordance with Taylor County Ordinances.

Thank You,

Tracy Dowdy

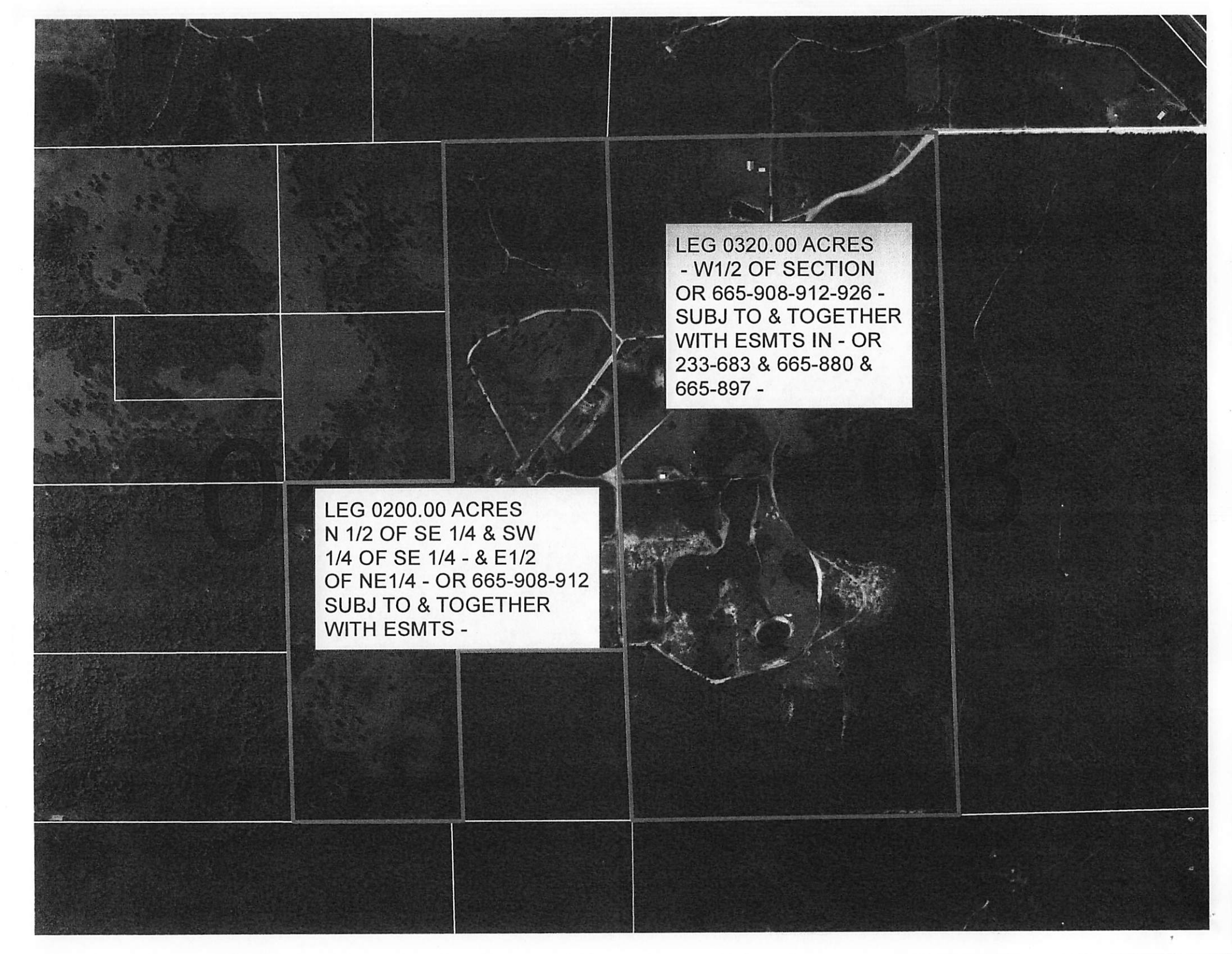
10/21/2023

Per argumentum VERITAS

22065 109th Drive Obrien, Florida 32071

386-266-3769





LEG 0320.00 ACRES
- W1/2 OF SECTION
OR 665-908-912-926 -
SUBJ TO & TOGETHER
WITH ESMTS IN - OR
233-683 & 665-880 &
665-897 -

LEG 0200.00 ACRES
N 1/2 OF SE 1/4 & SW
1/4 OF SE 1/4 - & E1/2
OF NE1/4 - OR 665-908-912
SUBJ TO & TOGETHER
WITH ESMTS -

ENTRY CONSENT AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the board of county commissioners, county manager, county engineer, county forester or county fire chief or state fire marshal, sheriff, county health officer and any other county officer or state officer in the performance of his or her duties.

KARL LARSON
Print Name

[Signature]
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, KARL LARSON, personally known to me (☒) produced identification (☐) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 27 day of October, 2021.



CAROL WEATHERLY
Commission # HH 141773
Expires June 13, 2025
Suspended Three Budget History Sessions

[Signature]
NOTARY PUBLIC

My Commission Expires:

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby agree to indemnify, hold harmless and defend the county and the sheriff, as well as the board of county commissioners, all county employees, agents, appointees, and designees from any and all manner of action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever which may result from or be in any way connected or related to the event.
2. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

LARI LARSON

Print Name

[Signature]

Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LARI LARSON, personally known to me (☒) produced identification () to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 27 day of October, 2021.



CAROL WEATHERLY
Commission # HH 141773
Expires June 13, 2025
Bonded thru Budget History Services

[Signature]

NOTARY PUBLIC

My Commission Expires:

ADJOINING PROPERTY OWNER AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby agree to reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant, owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event not been held

KARI LARSON
Print Name

[Signature]
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, KARI LARSON, personally known to me () produced identification (✓) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

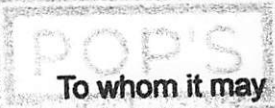
Witness my hand and official seal this 17 day of March, 2022



CAROL WEATHERLY
Commission # HH 141773
Expires June 13, 2025
Solely True Budget Notary Services

[Signature]
NOTARY PUBLIC

My Commission Expires:



To whom it may concern,

Pop's Sanitation Services will be providing the trash service for Iron Horse Mud Ranch their next 2 events on March 2nd -5th, 2023 and October 12th - 15th, 2023. Please let us know if you have any questions!

Thank you,
Pop's Sanitation Service



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Swann Insurance Agency Inc
15 1/2 N. Jefferson St
Perry, FL 32347

CONTACT NAME: Leslie Anderson	
PHONE (A/C, No. Ext): 850-584-5800	FAX (A/C, No):
E-MAIL ADDRESS: swanninsurance@fairpoint.net	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Kinsale Insurance Company	
INSURER B: Kinsale Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
3 Ponds LLC- DBA Iron Horse Mud Ranch
8999 US Highway 19 South
Perry, FL 32348

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDITIONAL SUBROGATION RIGHTS	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		0100158707-1	07/30/2022	07/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	0100130527-2	07/30/2022	07/30/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leslie Anderson (A313647)

© 1988-2015 ACORD CORPORATION. All rights reserved.

**F.W. Murray & Son's Sanitation, LLC
P.O. Box 1328
Perry, Florida 32348**

October 20, 2022

To Whom It May Concern:

We propose to provide any and all sanitation needs for the Iron Horse Mud Ranch located on South Highway 19 during the following dates: March 2-5 , 2023 and October 12-15, 2023

If you have any questions, feel free to contact me directly.

**Sincerely,
F.W. Murray
Owner**



Taylor County Fire Rescue



501 Industrial Park Dr. – Perry FL 32348

(850) 838-3522

Fax (850)838-3524

10/18/2022

To whom it may concern;

Taylor County Fire Rescue will provide the Iron Horse Mud Ranch a dedicated two person fire crew with fire apparatus on Thursday October 12th, Friday October 13th, and Saturday October 14th from the hours of 07:00 AM to 10:00 PM to meet the needs for fire protection services. These hours and dates may be extended subject to any scheduled events or conditions of the day. This service will complement the event staff with mobile fire extinguishers. On the closing day of October 15th fire protection provided by event staff with mobile fire extinguishers along with normal Taylor County Fire Rescue response via 911.

A handwritten signature in black ink, appearing to read "Dan Cassel".

Dan Cassel
Fire Chief

Legals 1-25-23

NOTICE OF PUBLIC HEARING

**PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES
(ORDINANCE NO. 2001-12)**

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Monday, February 6, 2022 at 6:00 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUD-BOG) to be held on March 2nd – March 5th, 2023 from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing and 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.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.

NOTICE OF PUBLIC HEARING

**PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES
(ORDINANCE NO. 2001-12)**

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Monday, February 6, 2022 at 6:05 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUD-BOG) to be held on October 12th – October 15th, 2023 from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing and 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.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.

Event Services Agreement

This Event Services Agreement ("Agreement") is made and entered into as of and between ProTransport-1, LLC, a California limited liability company d/b/a PT-1 Holdings, LLC, PRN Ambulance, LLC, Century Ambulance Service, Inc. ATS Ambulance, LLC (collectively "AMBULANCE SERVICE") and Iron Horse Mud Ranch ("Event Sponsor") for medical transport, pre-transport and transport medical care for Iron Horse Mud Ranch ("Stand-by Event") to be provided at the locations and times listed below.

WHEREAS, Event Sponsor desires to have AMBULANCE SERVICE provide stand-by medical services at the following event(s) (hereinafter referred to as the "Event" or Stand-by Event").

Event Name: Iron Horse Mud Ranch
Location: 8999 US Highway 19 S
Perry, FL 32348
Date(s): 3/2/2023-3/5/2023, 10/12/2023-10/15/2023
2024 Dates TBD

WHEREAS, AMBULANCE SERVICE is licensed to provide ambulance and medical services, and is able and willing to provide stand-by emergency medical services for Event Sponsor at the events identified above under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

DUTIES OF AMBULANCE SERVICE

1. **Services.** AMBULANCE SERVICE shall furnish medical services and ambulance transportation and transport related medical care for the participants in the event, in accordance with applicable federal, state and local rules and regulations, and as agreed to by the parties. AMBULANCE SERVICE shall perform the work described herein and shall furnish all labor, equipment and materials required to perform the services contemplated under this Agreement.
2. **Scope.** This Agreement is applicable to the provision of ambulance coverage at the Event(s), as defined in this Agreement.
3. **Assigned Resources.** For event day services, the standard assignment of personnel for the event shall include:

a. One ALS Ambulance

Additional personnel, ambulances or equipment with their related costs may be assigned to an Event, and charged to the Event Sponsor, depending upon need and by mutual agreement of the parties.

DUTIES OF EVENT SPONSOR

4. **Designate Point of Contact Person.** Event Sponsor will designate a "Point of Contact Person" who will have a radio or other means to contact AMBULANCE SERVICE in the event of an emergency, or to request Performance Services.

5. **Duties of Point of Contact.** The Point of Contact will take all 911 calls and contact AMBULANCE SERVICE to dispatch AMBULANCE SERVICE crew to scene. It is the Point of Contact's responsibility to contact AMBULANCE SERVICE with all locations.
6. **Contact with 911 System.** It is the responsibility of the Event Sponsor to notify the local 911 dispatch system of the event and to give them the contact information of the event's 'Point of Contact.' It is the duty of the Event Sponsor to follow the procedures of the 911 system and to coordinate with them.
7. **EMS Medical Plan.** Event Sponsor will file the EMS Medical Plan or other county or city required documents, if applicable, for event and will send a copy of the approved plan to scheduling@centuryamb.com.
8. **Independent Contractor.** AMBULANCE SERVICE acknowledges that it is, and shall at all times be, an independent contractor with respect to meeting AMBULANCE SERVICE responsibilities under this Agreement. Nothing in this Agreement is intended nor shall be construed to create a partnership, employer-employee or joint venture relationship between the parties. Neither party shall have nor exercise any control or direction over the methods by which the other shall perform the services required under this Agreement.

COMPLIANCE AND LIABILITY

9. **Compliance.** The parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations applicable to each. The parties agree to cooperate with each other as necessary and appropriate to further the purpose and intent of this Agreement.
10. **Mutual Indemnification.** With respect to the Stand-by Event, the Parties agree to defend, indemnify, and hold one another, their directors, trustees, officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to, and to the extent such liability, loss, expense, attorney's fees, or claim for injury or damages are caused by or result from the negligence or intentional acts or omissions of the indemnifying party.
11. **Definition of Liability of Parties.** AMBULANCE SERVICE will be liable for all damages ensuing from patient care delivered by its employees up to and including transportation of injured parties in its care. Event Sponsor is liable for any and all damages stemming from the organization of the event up to and including the coordination of patient care.
12. **Confidential Information.** During the term of this Agreement, both parties will have access to and become acquainted with confidential information of the other party, including that relating to plans, operational and business practices and procedures, business techniques/methods, strategic plans, operations and related matters. All such materials are the property of the disclosing party and all such materials shall be considered proprietary. Neither party shall disclose, without the other party's written consent, to any person or entity, directly or indirectly, either during the term of this Agreement or any time thereafter, any such data of the other party except in the course of furtherance of this Agreement.
13. **Dispute Resolution.** In the event a dispute arises between the parties arising out of, or related to, the validity, interpretation, enforcement or performance of this Agreement, the matter shall be submitted to binding arbitration in accordance with the Commercial Rules of Judicial Arbitration and Mediation Services, Inc. (JAMS). The decision of the arbitrator shall be binding and fully enforceable in any court having jurisdiction over the parties. The arbitrator shall not have the authority to award punitive or exemplary damages but shall have the authority to award attorneys' fees and costs to the prevailing party. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default, or otherwise.

14. **Entire Agreement.** This Agreement supersedes any and all other agreements, oral or written, between the parties and constitutes the entire agreement with respect to the subject matter hereof.
15. **Severability.** In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.
16. **Notices.** All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), (b) certified, registered or other traceable mail, postage prepaid, or (c) national overnight delivery service to the address specified by such party set forth below.

If notice is given to AMBULANCE SERVICE, it shall be at the following address:

Matthew Johnson
General Manager
Century Ambulance Service, Inc
720 Greeland Ave
Jacksonville, FL 32221

If notice is given to Event Sponsor it shall be at the following address:

Iron Horse Mud Ranch
Todd Larson
Kari Larson
karilarson24@gmail.com
8999 US Highway 19 S
Perry FL 32348

17. **Notifications.** Each party shall notify the other in writing within seventy-two (72) hours after the occurrence of any one or more of the following events if related to services provided under this Agreement:

- a. Either party is served with a legal complaint, or named as a defendant or otherwise becomes the subject of any suit, action or other legal proceeding arising out of provision of service under this Agreement;
- b. Either party ceases to be a corporation validly existing, in good standing and authorized to do business, or
- c. Any act or event occurring that has a material adverse effect on either party's ability to carry out the terms and conditions of this Agreement.

18. **Force Majeure.** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement to the extent and for such periods of time as such delay or failure to perform results directly or indirectly from any act of God, action of any governmental authority, war, terrorism, riot, revolution, explosion, sabotage, nuclear incident, natural disaster, inclement weather, lightning, earthquake, fire, flood, storm, sinkhole, epidemic, pandemic, vandalism, strike or other work interruption or any similar or dissimilar cause beyond the reasonable control of either Party. Should such a Force Majeure event occur, both Parties shall make all reasonable and good faith efforts to perform their obligations in as timely a manner as possible under the circumstances.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to

be an original, but all of which taken together shall constitute one and the same instrument.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

21. Fees, Billing and Payment. The Stand-by Event provided under this Agreement will be billed for and be due one week prior to the events listed herein. For the convenience of the parties the amounts and due dates are listed in Attachment A. A finance charge of 1.5% per month (18% APR) may be assessed on outstanding balances..

The Event Sponsor is responsible only for the cost of stand-by medical services at the Event and do not have financial responsibility for the costs of medical transport, except as required by law or if the Event Sponsor elects to accept financial responsibility. AMBULANCE SERVICE shall bill patient, patient's insurance carrier, health plan, or State, federal, or local agencies in accordance with federal, state, and local laws and regulations for any transport or transport related medical services.

22. Compensation. AMBULANCE SERVICE will be compensated for the services at \$225.00 per hour per ALS unit. Compensation will be for the duration of the event.

23. Cancellation Policy. Less than twenty-four (24) hour notice of cancellation for a standby/event service will result in a "Cancellation Fee" equivalent to three (3) hours of "standby time."

24. Termination with Cause. In the event that either party defaults in the performance of any duties or obligations hereunder, and the default or breach has not been cured within thirty (30) calendar days of the non-defaulting party's giving of written notice of default, specifying the nature of the alleged default or breach and the desired remedy, the non-defaulting party may give notice of termination and the Agreement shall be terminated.

25. Assignment, Rights and Obligations. The rights and obligations of each party under this Agreement shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign any of its rights and obligations under this Agreement without obtaining the prior written consent of the other party, which shall not be unreasonably withheld. In the event of any permitted assignment or subcontracting, the assignor or contractor shall remain fully liable hereunder as if such assignment or subcontract did not occur. Any merger, acquisition, consolidation, or the reorganization of either party and/or their respective affiliates shall not constitute an assignment of the Agreement.

26. Confidentiality of Agreement. Neither party shall disclose any of the terms of this Agreement to any third party, except as required by law, without the prior written consent of the other party.

27. Protected Health Information ("PHI"). Both parties agree to keep confidential all individually identifiable protected health information as prescribed under federal law and to not disclose such information to any third party, except where permitted or required by law.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the day and year written below through the signatures of their respective duly-authorized officers who attest to their right to bind their respective parties to this agreement.

Matthew Johnson/ Century Ambulance Service, Inc

Kari Larson/ Iron Horse Mud Ranch

By: 

Print Name: Matthew Johnson

By: 

Print Name: _____
15

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

TDC/Rotary Club
Dawn Perez
PO Box 892
Perry, FL 32348

MEETING DATE REQUESTED:

February 6, 2023

Statement of Issue: Tourism Development Council & Rotary Club
Recommended Action: Discuss Rotary Community Project
Festival Chair, Miss FFF Queen will be in attendance

Fiscal Impact:

Budgeted Expense: Discuss

Submitted By: Dawn V. Perez, TDC & Chamber Director

Contact: Dawn V. Perez

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: N/A

Options: N/A

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 FOR THE SLAUGHTER RD WIDENING/RESURFACING PROJECT AND TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CHAIRPERSON TO ACCEPT SUCH AGREEMENT ON BEHALF OF THE COMMISSION.
-----------------------	---



MEETING DATE REQUESTED:	February 6, 2023
--------------------------------	------------------

Statement of Issue: Board to consider approval of Supplemental Agreement No. 1 with the Florida Department of Transportation (FDOT) for the Slaughter Rd Widening/Resurfacing Small County Outreach and Small County Road Assistance programs project.

Recommended Action: Approve Supplemental Agreement No. 1 with FDOT for the Slaughter Rd Widening/Resurfacing project and adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2020/23 - \$1,830,661 SCOP funding

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

By the direction of the Board, plans and specifications for the improvement of Slaughter Road from US HWY 19 at its Southeast end to Harrison Blue Road at its North end under the FDOT's Small County Outreach and Small County Road Assistance Programs were recently prepared and advertised. The project consists of furnishing all needed materials, equipment, labor and supervision to widen and resurface the approximate 2.27 miles of roadway from 18/20 ft to 24 ft wide. Beyond reconstruction, widening and resurfacing, the improvements also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work. On January 17, 2023, five bids were received by the Board with the lowest responsive bid received from SANDCO, LLC at \$2,777,618.49. Unfortunately, this amount exceeds the remaining unencumbered funding.

On January 18, 2023, Staff forwarded our FDOT District 2 project manager the results of the Bid along with a request for additional state funded resources. Having previously received an updated project cost estimate and an internal awareness of the current economy's impact on construction cost components, FDOT was ready with the subject Supplemental Agreement to address the underfunded possibility. FDOT forwarded the attached \$1,830,661.00 SCOP Funding Supplemental Agreement No. 1. This funding complements currently available and committed funding to expectedly enable the project to be completed as originally intended. Additionally, the Agreement includes updated language for a few of the original older agreement's clauses pertaining to Conflict of Interest, Public Records and Indemnification/Insurance.

Staff recommends that the Board approve the Slaughter Rd Supplemental Agreement No. 1 and further recommends approving a Resolution authorizing the BOCC Chairperson to approve said agreement acting on behalf of the Commission.

Options:

- 1) Approve the proposed Supplemental Agreement No. 1 and adopt a Resolution authorizing its approval by the BOCC Chairperson.
- 2) Deny the proposed Supplemental Agreement No. 1 and state reasons for such denial.

Attachments:

Slaughter Rd Supplemental Agreement No. 1
Authorizing Signature Resolution

RESOLUTION NO. _____

***Slaughter Rd Widening/Resurfacing Supplemental Agreement No. 1
Signature Authorization***

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into Supplemental Agreement No. 1 for the Slaughter Rd (CR 359A) Widening/Resurfacing project from US HWY 19 (SR 20) to Harrison Blue Rd in Taylor County, and

WHEREAS, Supplemental Agreement No. 1 will provide additional funding for completion of the FDOT Small County Outreach Program and Small County Road Assistance Program project, and

WHEREAS, Supplemental Agreement No. 1 will update the funding agreement verbiage to include current FDOT policies pertaining to Invoicing frequency, Conflict of Interest, Public Records Retention, Indemnification and Insurance, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 1.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Slaughter Rd (CR 359A) Supplemental Agreement No. 1.

PASSED in regular session this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
JAMIE ENGLISH, Chairperson

ATTEST:

GARY KNOWLES, Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

525-010-60
PROGRAM MANAGEMENT
12/18
Page 1 of 3

SUPPLEMENTAL NO.

1

CONTRACT NO.

G1E43

FPN

436462-2-54-01

Recipient: Taylor County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 10/01/2019 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

- 1) Add funds to assist with bid shortfall
- 2) Update Conflict of Interest Language
- 3) Update Public Records Law Provision of the contract
- 4) Update Indemnification and Insurance Language

Reason for this Supplemental and supporting engineering and/or cost analysis:

- 1) Additional Funds

Add funds in the amount of \$1,830,661 to assist with bid shortfall. County Engineer Letter requesting change (Exhibit A); Additional SCOP funds added to Schedule of Financial Assistance (Exhibit B)

- 2) Conflict of Interest

The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

525-010-60
PROGRAM MANAGEMENT
12/18
Page 2 of 3

Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

3) Update Public Records Language

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department's custodian of public records, provide the Department 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 this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.
- D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2

386-758-3727

D2prcustodian@ dot.State.FL.us

Florida Department of Transportation

District 2 - Office of General Counsel

1109 South Marion Avenue, MS 2009

Lake City, FL 32025

4) Update Indemnification and Insurance Language

The parties specifically agree that Paragraph 14, Subsection C of the Grant Agreement (Attachment A) is stricken in its entirety and replaced with the following:

- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

525-010-60
PROGRAM MANAGEMENT
12/18
Page 3 of 3

as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the [ENTITY] and other persons employed or utilized by the [ENTITY] in the performance of this Agreement."

The foregoing indemnification shall not be construed to constitute agreement by [ENTITY] to indemnify either the Recipient or the State of Florida, Department of Transportation for the negligent acts or omissions of their respective officers, agents, or employees, or third parties. This indemnification shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
TAYLOR COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jamie English
Title: Chairman

By: _____
Name: Greg Evans
Title: District Secretary

Legal Review:

Exhibit A

Lamey, Cassandra

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Wednesday, January 18, 2023 10:44 AM
To: Lamey, Cassandra
Subject: FINID 436448-1 (G0W47); FINID 436462-1 (G0W46)
Attachments: RE: FINAL PLANS and estimate for Slaughter Road; 1.17.2023_BIDS WORK SHEET.pdf

Good morning,

I have attached the Bid Results for the Slaughter Road Widening/Resurfacing projects received at last night's BOCC meeting. There was great participation with five companies submitting proposals. Of those received, SANDCO, LLC offered the lowest price at \$2,777,618.49.

From the provided \$2,450,000 FDOT funding, we have expended nearly all design expenses and encumbered anticipated CEI expenses; leaving \$2,097,000 for construction. This amount is closely in-line with the 3/2022 EOR cost estimate (\$2.1M) but \$680,558.10 short of the SANDCO bid. The SANDCO bid price is, however, just under the EOR's updated 8/2022 cost estimate of \$3.1M.

It is our hope that the subject funding agreements will have an opportunity to provide for the present monetary shortfall and enable the project to move forward quickly and completely. These two roadway projects have struggled since inception facing delays from segmenting the project to match subsequent funding cycles to the lengthy uphill battle with Environmental permitting. Both issues, and more impactful, the recent economy have not been friendly. Ideally, Taylor County is hopeful to secure additional state resource funding to complete the projects. Local funding is at a current disadvantage with over \$1.8M thankfully allocated to recently completed SCRAP/SCOP projects and will not be much help. Nonetheless, we will make every effort to make the project a reality. Your consideration is appreciated.

TAYLOR COUNTY PROJECT NO. 2016-012-ENG
FINANCIAL PROJECT ID 436462-1-54-01 (G0W46)
FINANCIAL PROJECT ID 436462-2-54-01 (G1E43)

Kenneth Dudley, P.E.

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Lamey, Cassandra <Cassandra.Lamey@dot.state.fl.us>
Sent: Monday, January 09, 2023 2:37 PM
To: Kenneth Dudley <county.engineer@taylorcountygov.com>
Subject: RE: FINID 436448-1 (G0W47); FINID 436462-1 (G0W46)

Good afternoon,

Per your request, attached are the executed agreements for time extensions on the subject projects. I have also uploaded the documents into GAP (Blackcat).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-0B
 PROGRAM
 MANAGEMENT
 8/21
 Page 1 of 1

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Taylor County PO Box 620 Perry, FL 32348		FINANCIAL PROJECT NUMBER: 436462-2-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34	Maximum Department Participation	\$	\$	\$	<input type="checkbox"/> In-Kind
FY:	()				<input type="checkbox"/> Cash
FY:	Maximum Department Participation	\$	\$	\$	<input type="checkbox"/> In-Kind
	()				<input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation	\$	\$	\$	<input type="checkbox"/> In-Kind
FY:	(Insert Program Name)				<input type="checkbox"/> Cash
FY:	Maximum Department Participation	\$	\$	\$	<input type="checkbox"/> In-Kind
	(Insert Program Name)				<input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation	\$1,300,000.00	\$	\$	<input type="checkbox"/> In-Kind
FY: 2020	(SCRA)				<input type="checkbox"/> Cash
FY: 2023	Maximum Department Participation	\$1,830,661.00	\$	\$	<input type="checkbox"/> In-Kind
	(SCRA)				<input type="checkbox"/> Cash
Total Construction Cost		\$3,130,661.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation	\$	\$	\$	<input type="checkbox"/> In-Kind
FY:	(Insert Program Name)				<input type="checkbox"/> Cash
FY:	Maximum Department Participation	\$	\$	\$	<input type="checkbox"/> In-Kind
	(Insert Program Name)				<input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation	\$	\$	\$	<input type="checkbox"/> In-Kind
FY:	(Insert Program Name)				<input type="checkbox"/> Cash
FY:	Maximum Department Participation	\$	\$	\$	<input type="checkbox"/> In-Kind
	(Insert Program Name)				<input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$3,130,661.00	\$ 0.00	\$ 0.00	


COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Cassandra Lamey
 District Grant Manager Name

Signature

Date

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
 SUBJECT/TITLE:	COMMISSIONERS TO CONSIDER APPROVAL OF A LOCAL AGENCY PROGRAM AGREEMENT TO CONSTRUCT A SIDEWALK ALONG PINECREST STREET AND TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CHAIRPERSON TO ACCEPT SUCH AGREEMENT ON BEHALF OF THE COMMISSION.
MEETING DATE REQUESTED:	February 6, 2023

Statement of Issue:

Board to consider approval of a Local Agency Program Agreement with the Florida Department of Transportation (FDOT) to oversee and manage design of a sidewalk along Pinecrest Street.

Recommended Action: Approve the Local Agency Program Agreement with FDOT to oversee and manage design of a sidewalk along Pinecrest Street and adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2022/23 - \$1,384.00 (FDOT Reimbursement Funds)

Budgeted Expense: N/A

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners submitted a request through the Florida Department of Transportation's Transportation Alternatives Program to construct a sidewalk from the intersection of Pinecrest and Clark Street eastward to the intersection with Howard Street where it will interconnect with the existing School network sidewalk. On January 18, 2023, Staff received indication from FDOT of the project's approval along with a proposed Local Agency Program agreement to manage design of the sidewalk project. This agreement obligates Taylor County to oversee and manage a FDOT selected design consultant.

Staff recommends that the Board accept the Agreement with FDOT to oversee design of the Pinecrest Street sidewalk. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Options:

- 1) Accept and approve the Local Agency Program Agreement and adopt a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.

Attachments:

Local Agency Program Agreement
Authorizing Signature Resolution

RESOLUTION NO. _____

Pinecrest Street Sidewalk - Signature Authorization

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Local Agency Program Agreement to oversee and manage a FDOT Consultant's design of a sidewalk along Pinecrest Street from to Clark Street to Howard Street in Taylor County, and

WHEREAS, the Local Agency Program Agreement will have no financial obligations on Taylor County, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute the Local Agency Program Agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Pinecrest Sidewalk Local Agency Program Agreement.

PASSED in regular session this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
JAMIE ENGLISH, Chairperson

ATTEST:

GARY KNOWLES, Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 1 of 15

FPN: <u>435683-4-38-02</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D222 036</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TALT</u>	Fund: _____	Fund: _____
Org Code: <u>55023010248</u>	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>38</u>	Contract No: _____	
Recipient Vendor No: <u>F596000879041</u>	Recipient Unique Entity ID SAM No: <u>REHMLLBHALS6</u>	

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Taylor County ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design oversight of the design of sidewalk on Pinecrest Street, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 05/30/2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 1,384.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,384.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 2 of 15

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

- ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 3 of 15

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 4 of 15

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC-09/22
Page 5 of 15

adherence to contract requirements, construction quality and scope of Federal-aid projects;

- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 6 of 15

claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 7 of 15

- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 8 of 15

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 9 of 15

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 10 of 15

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 11 of 15

- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, 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 Recipient 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 Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], 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 [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 12 of 15

Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 13 of 15

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then Exhibit "I", State Funds Addendum, is attached and incorporated into this Agreement. Exhibit "J", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 14 of 15

- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/22
Page 15 of 15

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

RECIPIENT TAYLOR COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jamie English
Title: Chairman

By: _____
Name: Greg Evans
Title: District Secretary

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 435683-4-38-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Taylor County (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.682 miles / from M.P. 3.700 to M.P. 4.382**PROJECT DESCRIPTION:** Project management and oversight of design of sidewalk on Pinecrest Street**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by: N/A.
- b) Design to be completed by: 06/30/2024.
- c) Right-of-Way requirements identified and provided to the Department by: 12/30/2023.
- d) Right-of-Way to be certified by: 06/30/2024.
- e) Construction contract to be let by: N/A.
- f) Construction to be completed by: N/A.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Taylor County will manage a design contract that has been procured by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Taylor County 201 East Green Street Perry, Florida 32347	FINANCIAL PROJECT NUMBER: 435683-4-38-02
--	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2023 (TALT)	\$ 1,384.00	\$ _____	\$ _____	\$ 1,384.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 1,384.00	\$ 0.00	\$ 0.00	\$ 1,384.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 1,384.00	\$ 0.00	\$ 0.00	\$ 1,384.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Cassandra Lamey
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount: \$1,384.00
Awarding Agency: Florida Department of Transportation
Award is for: No
R&D:
Indirect Cost: N/A
Rate:

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO RECEIVE AND APPROVE FDOT MAINTENANCE MAP OF A PORTION OF SHILOH CEMETERY ROAD IN CONNECTION WITH THE WOODS CREEK BRIDGE #380009 REPLACEMENT PROJECT.

MEETING DATE REQUESTED:

February 6, 2023

Statement of Issue: The Florida Department of Transportation (FDOT) is proposing to replace US HWY 221 (SR 55) Woods Creek Bridge No. 380009 using Federal funds. The FDOT process requires work within certified right-of-ways.

Recommended Action: Staff recommends that the Commission accept the Shiloh Cemetery Rd Maintenance Map as prepared by FDOT in connection with the Woods Creek bridge replacement project and record such in the Public Records of Taylor County.

Fiscal Impact: FISCAL YR 2022/23 - Recording Fees

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FDOT is currently working to replace Woods Creek Bridge No. 380009. This project will replace the existing Bridge and approaches from the north/south directions. Shiloh Cemetery Rd lies within the area of improvement and its intersection with US 221 will be protected and improved as part of the project. On August 24, 2022, Staff received a request from FDOT District 2 Bridge Consultants to provide additional information pertaining to the County maintained Right-of-Way along Shiloh Cemetery Rd. More specifically, the western end of Shiloh Rd from its intersection with US HWY 221 to its eastern end intersection with Azalea Drive is maintained through prescriptive rights beyond the end of the remaining road's 55 ft ROW. Lacking a definitively defined Right-of-Way, Staff worked with FDOT's consultant to identify, delineate and map the maintained Right-of-Way for this roadway segment.

With Federal funds supporting the bridge replacement project, the process requires a Right-of-Way certification to ensure that all facets of the project are within public property ownership. Shiloh Cemetery Rd is a long-standing improved roadway that has been maintained by Taylor County for many years. In spite of its prescriptive right-of-way assignment under Section 95.361, Florida Statutes, a formal right-of-way declaration is still required. Therefore, FDOT and Staff worked collectively to define and formally delineate those limits within the context of the proposed Maintenance Map. Staff has reviewed and verbally accepted the map and is recommending that the Board accept such. Once accepted, the Map requires signatures from the Board Chair, the County Engineer and the Clerk of Court.

Options:

- 1) Approve and approve the Shiloh Cemetery Rd Maintenance Map as prepared by FDOT, providing the associated signatures and recording in the Public Records of Taylor County.
- 2) Reject the proposed maintenance map and state reasons for denial.

Attachments:

FDOT Maintenance Map – Shiloh Cemetery Rd

ALUM	= ALUMINUM	NW	= NUMBER
(C)	= CALCULATED	NW	= NORTH WEST
CMON	= CONCRETE MONUMENT	P.R.M.	= OFFICIAL RECORD BOOK
CON	= CORNER	OPS	= OFFSET
D	= DECADE	P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
EXIST.	= EXISTING	P.C	= POINT OF CURVATURE
(F)	= FIELD	P.I	= POINT OF INTERSECTION
F.P.	= FINANCIAL PROJECT	P.O.C	= POINT ON CURVE
F.P.P.	= FEDERAL AND PROJECT	P.T	= POINT OF TANGENCY
FOOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	P.LS	= PROFESSIONAL LAND SURVEYOR
FDEP	= FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	P.T.	= POINT
FHS	= FLORIDA	P.D.	= POINT ON TANGENT
GL-10	= GENERAL LAND OFFICE TOWNSHIP PLAT	R	= RADIIUS
IR & C	= IRON ROD AND CAP	REF	= REFERENCE
IR	= IRON ROD	RT	= RIGHT
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
L	= LENGTH	S	= SOUTH
LB	= LICENSED BUSINESS	SE	= SOUTH EAST
LT	= LEFT	SEC	= SECTION
MANI	= MAIN HIGHWAY	S.R.	= STATE ROAD
HW	= RIGHT OF WAY MAP	STA	= STATION
N	= NORTH	SW	= SOUTH WEST
N/A	= NOT APPLICABLE	T	= TANGENT
NE	= NORTH EAST	U.S.	= UNITED STATES
N&A	= NOT A DED.	W	= WEST
N.S.	= NOT TO SCALE	W	= WIDTH

A	= AND
B	= BASELINE
Δ	= DELTA ANGLE
~	= DILATES
±	= MORE OR LESS
#	= NUMBER
—	= PROPERTY LINE MARK
□	= CONCRETE MONUMENT (AS DENOTED)
○	= IRON ROD (AS DENOTED)
●	= IRON ROD (AS DENOTED)
⊙	= IRON PIPE (AS DENOTED)

```

SECTION LINE _____
QUARTER SECTION LINE _____
QUARTER QUARTER SECTION LINE _____
RIGHT-OF-WAY LINE _____
BASELINE OF SURVEY _____
DETAIL BORDER _____
HANDFAHREN ROW LINE _____
ASPHALT CROWN _____
ASPHALT PAVEMENT _____
BRIDGE ELEMENTS _____
UNDERPASS _____
FENCE LINE _____
GUARD RAIL LEFT _____
GUARD RAIL RIGHT _____
HORSESHOE CROWN PAVEMENT _____
RETAINED EMO SECTION _____
OVERHEAD ELECTRIC _____
TREE LINE _____
END LINE _____

```

1. ALL COORDINATES AND BEARINGS SHOWN ON THE MAP OF SURVEY ARE BASED UPON EXISTING FOOT CONTROL, AS PROVIDED IN A PREVIOUS SURVEY BY WGL DATABASE NUMBER 1040402, DATED AUGUST 11, 2021. SAID PREVIOUS PROJECT UTILIZES THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83/AT PROJECTION, NORTH AMERICAN DATUM 1983/2011, U.S. SURVEY FOOT. BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 17°10'00" WEST ALONG THE BASLINE OF SURVEY OF STATE ROAD 55 BETWEEN STATIONS 220+00.00 TO E. 42206132, E. 22552322, E. 249+26.24 (E. 42048518, E. 22543681) 441 AS SHOWN ON THE MAP OF SURVEY.
2. ANGLES ARE 90°00'00" UNLESS OTHERWISE SHOWN.
3. UNLESS OTHERWISE SHOWN, ALL DATA NOTED AS (C) HAS BEEN CALCULATED FROM A CLOSED FIELD TRAVERSE OR DIRECT FIELD MEASUREMENT.
4. THE FIELD WORK WAS STARTED IN AUGUST, 2022 AND WAS COMPLETED IN OCTOBER, 2022.
5. ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION; THIS MUST BE CONSIDERED WHEN SCALING DATA.
6. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR SURVEY'S OF WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
7. THIS MAINTENANCE MAP IS SUPPORTED BY A SURVEYOR'S REPORT FOR I.P. NO. 4451471, DATED 09/29/2022. ADDITIONAL PERTINENT INFORMATION REGARDING THE SURVEY CAN BE FOUND IN SAID REPORT.
8. THE FOLLOWING EXISTING DOCUMENTS WERE FOR WERE UTILIZED IN THE PREPARATION OF THIS MAINTENANCE MAP:

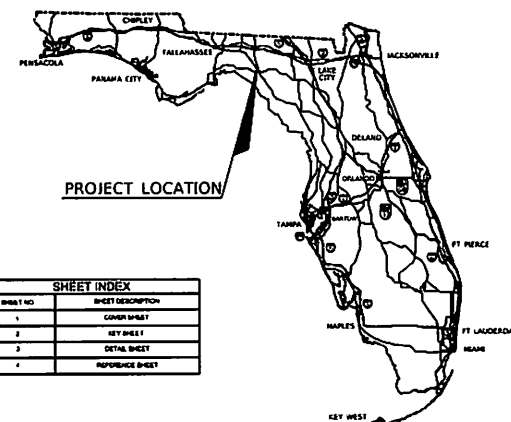
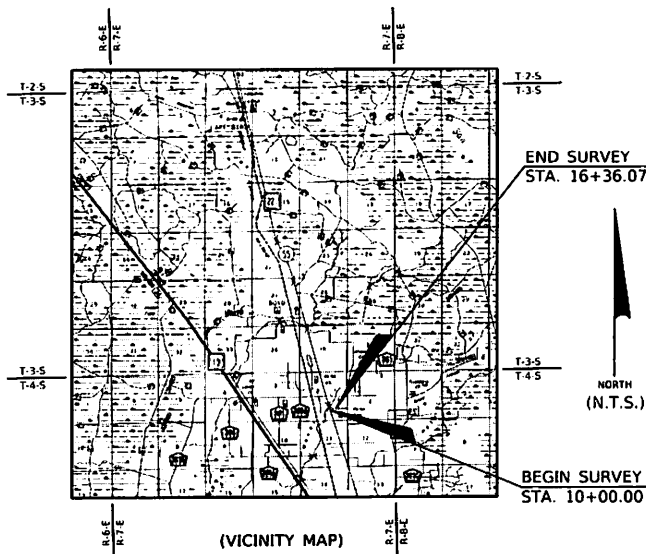
RIGHT OF WAY MAPS FOR STATE ROAD 55, SECTION NO. 3804, DATED 10/02/1939
(COPIES OF RECORD FOUND IN THE PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA)

CONTROL SURVEY MAP SECTION 3804, I.P. NO. 4451471 PREPARED BY WGL AND COMPLETED MARCH 23, 2022. CERTIFIED COPIES ARE FILED IN THE SURVEYING AND MAPPING SECTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT TWO OFFICE IN LAKE CITY, FLORIDA.
9. ADDITIONS OR DELETIONS TO SURVEY MAPS OR PORTIONS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE CONSENT OF THE SIGNING PARTY OR PARTIES.

THIS IS TO CERTIFY THAT THE RIGHT OF WAY LIMITS AS SHOWN ON THIS MAP WERE IDENTIFIED BY MYSELF AS HAVING BEEN MAINTAINED CONTINUOUSLY FOR FOUR (4) YEARS WITHOUT INTERRUPTION.

BY: KENNETH DUDLEY, P.E.
COUNTY ENGINEER
Date: _____

SECTION NO. 38040
F.P. NO. 4451471
SHILOH CEMETERY ROAD
TAYLOR COUNTY
LENGTH: 0.100 MILES



SHEET INDEX	
SHEET NO	SHEET DESCRIPTION
1	COVER SHEET
2	KEY SHEET
3	DETAIL SHEET
4	REFERENCE SHEET

THIS SURVEY WAS FORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A SURVEY LINE AND LOCATING THE LIMITS OF MAINTAINED RIGHT OF WAY AS IDENTIFIED BY THE MAINTENANCE ENGINEER FOR THE TRANSPORTATION FACILITY SHOWN AND DEPICTED HEREON. I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS IS A TRUE, ACCURATE AND COMPLETE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON 1/21/2022. I FURTHER CERTIFY THAT SAID DRAWING IS IN ACCORDANCE WITH THE STANDARDS AND PRACTICES ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.02, FLORIDA STATUTES.

RYAN KETT, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. LS 7113
WGI
CERTIFICATE OF AUTHORIZATION NO. LB 7655
ADDRESS
4371 U.S. HIGHWAY 17 SOUTH, SUITE 203
FLEMING ISLAND, FL 32003

DATE: _____

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

THIS IS TO CERTIFY THAT SHEETS NUMBERED 1 TO 4, INCLUSIVE, CONSTITUTE A TRUE COPY OF THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS MAINTENANCE MAP FOR A PORTION OF SHILOH CEMETERY ROAD IN TAYLOR COUNTY, FLORIDA

THE PROPERTY LABELED MAINTAINED R/W LINE ON SAID SHEETS HAS BEEN VESTED IN TAYLOR COUNTY FLORIDA PURSUANT TO THE PROVISION OF SECTION 85.361, FLORIDA STATUTES.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE BOARD OF COUNTY COMMISSIONERS, AT TAYLOR COUNTY FLORIDA, THIS ____ DAY OF _____, A.D. 20__.

MR. JAMIE ENGLISH
CHAIRPERSON BOARD OF
COUNTY COMMISSIONERS
TALOR COUNTY, FLORIDA

(WITNESS

FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF TAYLOR, STATE OF FLORIDA, IN ROAD PLAT BOOK _____, PAGE _____, ON THE _____ DAY OF _____, A.D. 20____.

GARY KNOWLES
CLERK OF THE CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

COVER SHEET
SHILOH CEMETERY ROAD

[illegible]

NEW COR. OF SEC. 2,
TOWNSHIP 4 SOUTH, RANGE 7 EAST
TAYLOR COUNTY, FLORIDA
(NO CORNER FOUND ON LEFT)

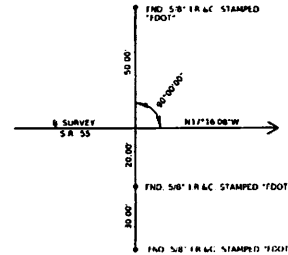
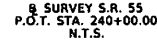
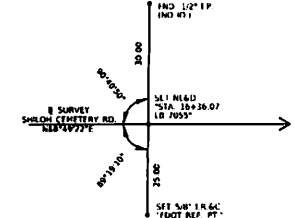
NOTE: THE MONTH END OF SECTION 2 (LINE 17) WITH THE M1 AND NOT 1/1 SECTION LINE IS CALCULATED AND ARE SHOWN FOR CALCULATED RAYDONS ONLY. THE POSITION OF THE LINE IS NOT WITHIN THE LINE OR 1/1 SECTION IN THE FIELD.



DATE 10/1	DRAWING PROJECT	
	SCALE 1" = 400'	
		SHEET 2 OF 4

KEY SHEET
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES
SHILOH CEMETERY ROAD

8 SURVEY SHILOH CEMETERY RD.
 END SURVEY
 P.O.T. STA. 16+36.07
 N.T.S.



B REFERENCE POINTS S.R. 55		
B STATION	NORTHING (Y)	EASTING (X)
220+00.00	422061.523	2255232.110
230+00.00	423016.445	2254935.254
240+00.00	423971.368	2254638.399

PRIMARY HORIZONTAL CONTROL

[illegible]

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

[illegible]

SMILOH CEMETERY ROAD

TAYLOR COUNTY

MAPS PREPARED BY NEW 4371 S. HIGHWAY 17 SOUTH, SUITE 203 PUEBLO, COLORADO, 81003 (303) 733-1121	DATA SOURCE SERVED 300021 NAME 44
F.P. NO. 445121	SHEET 4 OF 4

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



COMMISSIONERS TO CONSIDER AWARD OF THE SLAUGHTER ROAD WIDENING/RESURFACING PROJECT TO SANDCO, LLC UNDER THE FDOT SMALL COUNTY OUTREACH AND SMALL COUNTY ROAD ASSISTANCE PROGRAMS.

MEETING DATE REQUESTED:

February 6, 2023

Statement of Issue: The Board received and opened proposals for the Slaughter Road Widening/Resurfacing Project on January 17, 2023. The Board appointed Hank Evans, Kenneth Dudley and Scott Knight as the Bid Review Committee.

Project Bids are as follows:

Anderson Columbia Co., Inc.	\$2,929,652.56
Capital Asphalt, Inc.	\$5,675,000.00
CWR Contracting Inc. (C.W. Roberts Contracting, Inc.)	\$3,625,000.00
Peavy and Son Construction Co., Inc.	\$3,110,151.55
SANDCO, LLC	\$2,777,618.49

Recommended Action: The Board should consider award of the Slaughter Road Widening/Resurfacing project to the lowest responsive bidder, SANDCO, LLC in the amount of \$2,777,618.49.

Fiscal Impact:

FISCAL YR 2020/22 - \$968,892.01 SCOP Funding
FISCAL YR 2022/22 - \$1,115,617.88 SCRAP Funding remaining
FISCAL YR 2020/23 - \$1,830,661 SCOP Supplemental Funding

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

By the direction of the Board, plans and specifications for the improvement of Slaughter Road from US HWY 19 at its Southeast end to Harrison Blue Road at its North end under the FDOT's Small County Outreach and Small County Road Assistance Programs were recently prepared and advertised. The project consists of furnishing all needed materials, equipment, labor and supervision to widen and resurface the approximate 2.27 miles of roadway from 18/20 ft to 24 ft wide. Beyond reconstruction, widening and resurfacing, the improvements also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work.

On January 17, 2023, five bids were received by the Board and forwarded to the Bid Committee for review. The review of those bids is as follows:

Required Items	Company Name				
	Anderson Columbia Co., Inc.	Capital Asphalt, Inc.	CWR Contracting, Inc.	Peavy & Son Construction Co., Inc.	SANDCO, LLC
Bid Bond	✓, 5%	✓, 5%	✓, 5%	✓, 5%	✓, 5%
Insurance - Liability /Workers Compensation	✓, Expires 5/1/2023	✓, Expires 8/17/2023	✓, Expires 10/1/2023	X, Expired 7/1/2022	✓, Expires 6/1/2023
Workers' Compensation Hold Harmless	WC Insurance ✓	WC Insurance ✓	WC Insurance ✓	✓	WC Insurance N/A
Public Entity Crimes Affidavit	✓	✓	✓	✓	✓
Non-Collusion Affidavit	✓	X	✓	✓	✓
Valid Business Contractor License/ FDOT PreQualified	✓	✓	✓	✓	✓
E-Verify Registration	✓	✓	✓	✓	X
Proposed Subcontractors/Suppliers and Portion of Work	✓	✓	✓	✓	X
Project References	✓	✓	✓	X	X
Contract Addenda	N/A	N/A	N/A	N/A	N/A
Proposal Amount	\$2,929,652.56	\$5,675,000.00	\$3,625,000.00	\$3,110,151.55	\$2,777,618.49

SANDCO, LLC presented the lowest of the five bid responses received. During review, the Bid Committee identified that the SANDCO submittal was missing their E-Verify enrollment confirmation, a listing of the proposed Suppliers and Subcontractors, and their Project References. Staff was able to verify SANDCO's enrollment through the E-Verify website. Additionally, SANDCO has demonstrated proficiency completing three (3) prior projects with Taylor County involving both new construction and Widening/Resurfacing. The last missing item involves identifying their proposed Suppliers and Subcontractors. It is expected SANDCO will be responsible to self-perform the bulk of project work effort with Suppliers being the focal point. With these items missing from SANDCO's proposal, the Board would need to agree, as allowed by the Bid documents, to waive these defects in the process and to accept SANDCO's proposal to be in the County's best interest. Staff notes that these same items were also missing from the accepted Anderson Columbia Gas Plant Rd project Bid received on May 3, 2021. Nonetheless, if the Board determines the missing items from SANDCO's Bid justify refusal, the next lowest responsive bid received is from Anderson Columbia. The Anderson Columbia Co., Inc. proposal represents an increased project cost of \$152,034.07.

Options:

- 1) Consider award of the Slaughter Road Widening/Resurfacing project to SANDCO, LLC in the amount of \$2,777,618.49.
- 2) Reject or revise the award stating reasons for that position.

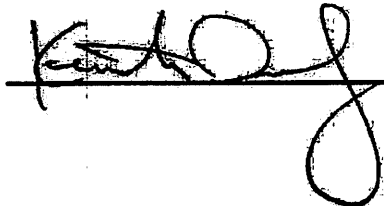
Attachments:

SANDCO, LLC Bid

Review Committee:

 Hank Evans, Public Works Director

 Scott Knight, Public Works Superintendent

 Kenneth Dudley, County Engineer

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Sandro, LLC
4708 Capital Circle NW
Tallahassee, FL 32303

SURETY (Name and Address of Principal Place of Business):

United States Fire Insurance Company
305 MADISON AVENUE
MORRISTOWN, NJ 07960

OWNER (Name and Address):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
103 NORTH JEFFERSON ST.
PERRY, FL 32347

BID

Bid Due Date: January 13, 2023

Project (Brief Description including Location): Slaughter Road Widening/Resurfacing Contract. The intent of this contract is to secure all labor and equipment required for the Slaughter Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18/20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing linear widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include resurfacing patches, extending, removing and adding stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): January 13th, 2023

Penal Sum: Five Percent of Amount Bid

(Words)

5% of the Amount Bid

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Sandro, LLC

(Seal)

Bidder's Name and Corporate Seal

United States Fire Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

Manager

By:

Signature and Title

Jessica Reno

(Attach Power of Attorney, Attorney in Fact & FL License/Agent)

Attest:

Signature and Title

Manager

Attest:

Signature and Title Margaret A. Schatz, CSR

Note: Above addresses are to be used for giving required notice.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: Dave Hoover; Brett Rosenhaus; Kevin Wojtowicz; Laura Mosholder

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of March, 2021.

UNITED STATES FIRE INSURANCE COMPANY



A.R.S.

Anthony R. Slimovicz, Executive Vice President

State of New Jersey)
County of Morris)

On this 11th day of March 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686**

Sonia Scala

Sonia Scala, (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 11th day of January 2023

UNITED STATES FIRE INSURANCE COMPANY



Daniel Sussman

Daniel Sussman, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact Pat Taber at 860-956-3424 or email: SuretyInquiries@amynatgroup.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 655 N. Franklin Street Suite 1900 Tampa FL 33602	CONTACT NAME: Patricia Oliver PHONE (A/C, No, Ext): (813) 349-2243 FAX (A/C, No): (813) 226-1313 E-MAIL ADDRESS: Patricia.Oliver@bbrown.com
INSURED Sandco, LLC 4708 Capital Cir NW Tallahassee FL 32303	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of Pittsburgh PA INSURER B: New Hampshire Insurance Company INSURER C: Arch Specialty Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 22-23 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		5857015	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		5717960	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ Nil	Y		UXP1043031-01	06/01/2022	08/01/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 014-19-5912	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Umbrella follows form with the General and Auto Policies as well as the Workers Compensation Policy.

30 Notice of Cancellation required

CERTIFICATE HOLDER**CANCELLATION**

Leon County DSEM 435 N. Macomb Street Renaissance Center, 2nd Flr. Tallahassee FL 32301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

BID FORM**Slaughter Road Widening/Resurfacing****2016-012-ENG****TABLE OF ARTICLES**

<u>Article</u>	<u>Article No.</u>
ARTICLE 1 – BID RECIPIENT	1
ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS	1
ARTICLE 3 – BIDDER'S REPRESENTATIONS	1
ARTICLE 4 – FURTHER REPRESENTATIONS	2
ARTICLE 5 – BASIS OF BID	3
ARTICLE 6 – TIME OF COMPLETION	3
ARTICLE 7 – ATTACHMENTS TO THIS BID	3
ARTICLE 8 – DEFINED TERMS	4
ARTICLE 9 – BID SUBMITTAL	4

ARTICLE 1 – BID RECIPIENT**1.01 This Bid is submitted to:**

*Taylor County Board of County Commissioners
Clerk of Court
1st Floor Courthouse, Suite 102
108 North Jefferson St.
Perry, Florida 32347*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS**3.01 In submitting this Bid, Bidder represents that:**

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Slaughter Road Widening/Resurfacing Project

Total Lump Sum Bid Price	Two million seven hundred seventy seven thousand six hundred eighteen	\$2,777,618.49
180 Days	dollars & forty nine cents (words)	(numerals)

Any and all specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder also acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions as more specifically detailed within these specifications.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of Bid bond 5% of amount bid
 - B. Certificate of Liability Insurance or Agency Statement
 - C. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
 - D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
 - E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
 - F. Non-Collusion Affidavit
 - G. Valid Business/Contractor Licensing/Registration Information
 - H. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.

- I. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.
- J. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total).
- K. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total).
- L. List of Project References (Include: Project Cost, Completion date, Owner Contact information, etc.).

ARTICLE 3 - DEFINED TERMS

- 3.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 4 - BID SUBMITTAL

- 4.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Sandco LLC (SEAL)

State of Incorporation: Florida
Type (General Business, Professional, Service, Limited Liability): Limited Liability

By: Behzad Ghazvini
(Signature - attach evidence of authority to sign)

Name (typed or printed): Behzad Ghazvini

Title: Manager

(CORPORATE SEAL)

Attest  _____Date of Authorization to do business in FLORIDA is 06 / 10 / 2011.A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 4708 Capital Cr NWTallahassee, FL 32303Phone No. 850-402-1111 Fax No. 850-402-7674SUBMITTED on January 13, 2023.State Contractor License No. CGC1519107 & (If applicable)
CUC051682

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, NA (Contractor), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Worker's Compensation exemption and Owner having agreed for Contractor to proceed with the following project, to-wit:

*Slaughter Road Widening/Resurfacing
Taylor County, Florida*

Contract: The intent of this contract is to secure all labor and equipment required for the Slaughter Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18/20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing and adding stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

The term **Contractor** is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term **Owner** is hereby defined to include Taylor County Board of County Commissioners, it directors, employees, attorney(s), and designated representatives.

1. Contractor hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. Contractor also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Contractor hereby agrees that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. Contractor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this ____ day of _____, _____

WITNESS:

(Signature)

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this ____ day of _____, _____

NOTARY PUBLIC

My Commission Expires: _____

Accepted by Taylor County, Florida this ____ day of _____, _____

by _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 2016-22-ENG
for Slaughter Road Widening /Resurfacing, Taylor County, Florida

2. This sworn statement is submitted by Sandco LLC
(Name of entity submitting sworn statement)

Whose business address is 4708 Capital Cr NW
Tallahassee, FL 32303 and

(if applicable) its Federal Employer Identification Number (FEIN) is 45-2536099
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: NA.)

3. My name is Behzad Ghazvini and my relationship to the entity
name above is Manager.

4. 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 misrepresentation.

5. 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 or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - 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 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.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions 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.

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

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 affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]
(Signature)

01/13/2023
(Date)

STATE OF Florida

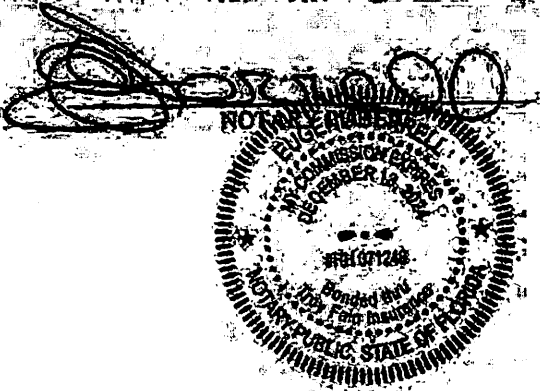
COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Eshrad Ghazvin
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 13th day

of January, 2023

My commission expires: _____



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA, COUNTY OF TAYLOR

Behzad Ghazvin

being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Manager of Sander LLC (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid.
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not inflated by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Claire Cotton Watkins
Witness

By: Behzad Ghazvin
Signature

Claire Cotton Watkins
Witness

Behzad Ghazvin
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the 13th day of January, 2023, before me, the undersigned Notary Public of the State of Florida, personally appeared Behzad Ghazvin (Name(s)) of Sander LLC (Individual(s)) who appeared before me and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal,

NOTARY PUBLIC:

SEAL OF OFFICE:

EUGENIA FERRELL
(Name of Notary Public; Print, Stamp or type as commissioned)

☒ Personally known to me, or☐ Personal identification:

Type of Identification Produced

☐ Did take an oath, or☐ Did Not take an oath.



**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. 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**

CGC1519107
CERTIFIED GENERAL CONTRACTOR
GHAZVINI, BEHZAD
SANDCO LLC

ISSUED: 09/08/2022

Behzad Shaz
Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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

LICENSE NUMBER: CGC1519107

EXPIRATION DATE: AUGUST 31, 2024

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

GHAZVINI, BEHZAD
SANDCO LLC
4708 CAPITAL CIRCLE NW
TALLAHASSEE FL 32303



ISSUED: 09/08/2022

Always verify licenses online at 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.



**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. 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**

CUC051682
CERT UNDERGROUND & EXCAV CNTR
GHAZVINI, BEHZAD
SANDCO LLC

ISSUED: 09/08/2022


Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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

LICENSE NUMBER: CUC051682

EXPIRATION DATE: AUGUST 31, 2024

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GHAZVINI, BEHZAD
SANDCO LLC
4708 CAPITAL CIRCLE NW
TALLAHASSEE FL 32303



ISSUED: 09/08/2022

Always verify licenses online at 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.



Florida Department of Transportation

RON DE SANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0490

JARED W. FERDUS RE.
SECRETARY

May 4, 2022

Sanner LLC
4708 CRESTAL CIRCLE, NW
TALLAHASSEE, FLORIDA 32303

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

NOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SOEDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, Underground Utilities (Water & Sewer)

Unless notified otherwise, this Certificate of Qualification will expire 6/30/2023.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
<https://fdotwpl.dot.state.fl.us/ContractorPrequalification>

Once logged in, select "view" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.006(3), Florida Administrative Code (F.A.C.); by accessing the most recently approved application as shown above and choosing "Update" instead of "view." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor Act

for Alan Autry, Manager
Contracts Administration Office

haring

Certificate of Completion

MICHAEL CONNER

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced Course.**

06/22/2024

Date Expires

185

FDOT Provider #

Steven Corbitt

Instructor

52391

Certificate #



North Florida Safety Council
2002 Gld St. Augustine Rd. Ste E42
Tallahassee, FL 32301
www.nfscsafety.com
nashtrainsignsafety.com



For more information about Temporary Traffic
Control (TTC) or to verify this certificate
www.motadmin.com

33

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

January 24, 2023

VIA E-MAIL AND REGULAR MAIL

Ms. Lawanda Pemberton
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Hon. Gary Knowles
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Re: Mud Bogging

Dear LaWanda and Gary:

Enclosed please find:

1. A proposed Ordinance repealing the Advertisement Section 10-92.
2. A Notice to go in the newspaper

Please review and if you have a question or correction, please let me know.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

enclosures

ORDINANCE NO. ____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING ORDINANCE 2021-02 (COUNTY CODE § 10-41 THROUGH 10-100) TO REPEAL SECTION 10-92 ADVERTISING TO PROVIDE SEVERABILITY AND EFFECTIVE DATE, AND REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, in accordance with Florida Statutes 125 the Florida Legislature granted the Board of County Commissioners to create and administer regulations regarding public events, and

WHEREAS, the County had previously established rules regulating mud bogging events by passing Ordinance 2001-12 (later amended by Ordinance 2004-4 and Ordinance 2021-02). The same being codified as Article 11 § 10-42 through 10-100 of the Taylor County Code, and

WHEREAS, the Board of County Commissioners advertisement and public hearing has found that it is in the best interest of the County to repeal Section 92 of Ordinance 2021-02.

NOW THEREFORE, BE IT ORDAINED BY the Taylor County Board of County Commissioners that:

Section 1. Section 10-92 of Ordinance No. 2021-02 is repealed.

Section 2. Severability - If any word, phrase, clause, section or portion of this Ordinance shall be held Invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Effective Date. This ordinance shall become effective immediately upon receipt of official acknowledgement from the office of the Secretary of State of Florida that this ordinance has been filed in said office.

PASSED AND ADOPTED BY THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS IN REGULAR SESSION this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
JAMIE ENGLISH, Chairperson

ATTEST:

GARY KNOWLES, Clerk

NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance Amending Ordinance No. 2021-02 (County Code § 10-42 through 10-100) to Repeal Section 10-92 Advertising, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 2023, at _____ p.m.. The title of the proposed ordinance is:

**AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING
ORDINANCE 2021-02 (COUNTY CODE § 10-41 THROUGH 10-100)
TO REPEAL SECTION 10-92 ADVERTISING TO PROVIDE
SEVERABILITY AND EFFECTIVE DATE, AND REPEAL ALL
ORDINANCES IN CONFLICT HEREWITH.**

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and 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.

DATED this ____ day of _____, 2023, by GARY KNOWLES, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The County Administrator to present the Annual Status Report for Economic Ad Valorem Tax Exemption for Steinhatchee Marina at Deadman's Bay

MEETING DATE REQUESTED:

February 7, 2023

Statement of Issue: To provide a report of compliance with the definition of business expansion as needed for annual eligibility determination for ad valorem tax exemption.

Recommended Action: Receive report

Fiscal Impact: TBD

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Steinhatchee Marina at Deadman's Bay applied for Economic Development Ad Valorem Tax Exemption in 2012, anticipating a \$6,707, 818 capital investment in 10 years and the creation of 35 plus jobs in 10 years.

The Board of County Commissioners adopted Ordinance 2022-04 granting an ad valorem tax exemption of 50% for 5 years. Per the attached report, Steinhatchee Marina has created 29 full time and 36 part time jobs, with a reported 45 % living in Taylor County.

Per Shawna Beach, Property Appraiser the exemption begins this calendar year.

Options: Continue/Not Continue Ad-Valorem exemption

Attachments: Original Application
Annual Status Report
Ordinance 2022-04



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

Taylor County Development Authority
Attn: Board of Directors
103 East Ellis Street
Perry, FL 32348

Date: February 8, 2022

Tax Abatement Application

Dear TCDA Board Members,

Per the County's Code, one of the duties of the Director of the Taylor County Development Authority is to review tax abatement applications to determine whether the application is complete and meets the requirements of the County Code. Since the TCDA does not presently have a Director, this task has fallen to me in the interim.

Steinhatchee Marina at Deadman's Bay, LLC submitted an application for exemption to me on February 1, 2022. Steinhatchee Marina at Deadman's Bay, LLC is requesting the following exemption: Real and Personal Property. I have reviewed said application and find that, in my opinion, it is complete. I have attached a copy of the same hereto.

I am next required to submit to you, no later than 10 days prior to your consideration of said application, a written recommendation of the applicant's eligibility for the requested exemption, and prepare an economic impact analysis of the application.

You must review the application and my recommendation, and make your own determination as to the applicant's eligibility for the requested exemption. You must then make a recommendation to the Taylor County Board of County Commissioners to approve or deny the application (with or without conditions), and the degree and length of the exemption if approval is recommended.

The economic impact of said exemption, if granted as requested by Steinhatchee Marina at Deadman's Bay, LLC, is as follows:

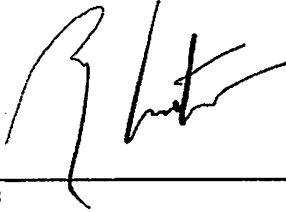
Jobs	
Full time jobs added:	29
Part time jobs added:	6
Temporary jobs added:	-----

Real Property Tax ("RPT")		
Duration of tax abatement in years:		10
Increase in annual RTP revenue, averaged over ten (10) years, before exemption applied:		\$47,574.85
Estimated annual average RTP exemption amount:	25%	-\$11,893.71
	50%	-\$23,787.42
	75%	-\$35,681.13
	100%	-\$47,574.85
Net increase in average annual RTP revenue after exemption applied:	25%	\$35,681.13
	50%	\$23,787.42
	75%	\$11,893.71
	100%	\$0.00
Total increase in RTP revenue, over ten (10) years, before exemption applied:		\$475,748.45
Total increase in RTP revenue, over ten (10) years, after exemption applied:	25%	\$356,811.34
	50%	\$237,874.23
	75%	\$118,937.11
	100%	\$0.00
Total RTP savings to applicant over ten (10) year tax exemption period:	25%	\$118,937.11
	50%	\$237,874.23
	75%	\$356,811.34
	100%	\$475,748.45

Tangible Personal Property Tax ("TPPT")		
Duration of tax abatement in years:		10
Increase in annual TPPT revenue, averaged over ten (10) years, before exemption applied:		\$2,997.23
Estimated annual average TPPT exemption amount:	25%	-\$749.31
	50%	-\$1,498.62
	75%	-\$2,247.92
	100%	-\$2,997.23
Net increase in average annual TPPT revenue after exemption applied:	25%	\$2,247.92
	50%	\$1,498.62
	75%	\$749.31
	100%	\$0.00
Total increase in TPPT revenue, over ten (10) years, before exemption applied:		\$29,972.32
Total increase in TPPT revenue, over ten (10) years, after exemption applied:	25%	\$22,479.24
	50%	\$14,986.16
	75%	\$7,493.08
	100%	\$0.00
Total TPPT savings to applicant over ten (10) year tax exemption period:	25%	\$7,493.08
	50%	\$14,986.16
	75%	\$22,479.24
	100%	\$29,972.32

I hope this recommendation and analysis has been helpful. Please let me know if you have any questions related thereto.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ray Curtis', is written over a horizontal line.

Ray Curtis
Development Authority Attorney
Taylor County Development Authority



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

Application for Economic Development Ad Valorem Tax Exemption

Taylor County, Florida

Applicant: Steinhatchee Marina at Dead Man's Bay, LLC
Address: 104 First Ave. SW
Steinhatchee, FL 32359
Phone: 904-280-9243
Fax: email address: atormollan@gmail.com
Contact Person: Adam Tormollan

Applicant is (check all that apply, but at least one, and describe below how Applicant meets the checked criteria):

- ☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any one or more of the following operations:
- ☐ Manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
- ☐ Is a target industry business as defined in s. 288.106(2)(q);
- ☐ A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the

(Attach additional pages and documents as you deem necessary)

facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

- ☐ An office space in this state owned and used by a business or organization newly domiciled in this state; provided such office space houses 50 or more full-time employees of such business or organization; provided that such business or organization office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
- ☐ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
- ☐ A business or organization that is situated on property annexed into a municipality and that, at the time of the annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.
- ☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any of the operations referred to in subparagraph (14)(a)1.; or A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operations on a site located within the same county, municipality, or both colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization, resulting in a net increase in employment of not less than 10 percent or an increase in productive output or sales of not less than 10 percent.
- ☒ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that increases operations on a site located within the same zone or area colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization.

This business is located in Taylor County, FL, an enterprise zone pursuant to chapter 290 as of December 30, 2015, and this will be a new business

on a site clearly separate from any other commercial or industrial operation owned by the same business.

Applicant requests the adoption of an ordinance granting an Economic Development Ad Valorem Property Tax Exemption.

The name and location of the new business or the expansion of an existing business is:

Steinhatchee Marina at Dead Man's Bay, LLC

104 First Ave. SW

Steinhatchee, FL 32359

The improvements to real property for which an exemption is requested are described as, and the date of commencement of construction of such improvements are:

Construction of a marina project including a three story marina building containing multiple uses, including retail space, offices, a tavern, dry-stack boat storage buildings,

updated bulkhead, updated floating dock, and related improvements.

Date of commencement of construction of such improvements was 11/09/2020. Please see attached Exhibit A - Notice of Commencement. Capital investment to date equals \$6,707,818 with additional capital investment expected.

The tangible personal property for which an exemption is requested is described as, and the dates when such property was or is to be purchased is:

Please see attached Exhibit B - Tangible Personal Property Schedule.

The following can serve as proof that the Applicant is a new business or an expansion of an existing business:

Please see attached Exhibit C - Taylor County Business License and Building Permit.

The number of jobs the applicant expects to create along with the average wage of the jobs and whether the jobs are full-time or part-time:

Applicant expects to create 35 jobs. The average wage of the jobs is expected to be \$18.29 per hour. Applicant expects 29 of these jobs to be full-time positions and 6 of these jobs to be part-time and/or temporary positions. Please see attached Exhibit D - Projected Job Creation.

The expected time schedule for job creation is:

April 2022. Please see attached Exhibit D - Projected Job Creation.

The anticipated number of employees of the business is:

35 . Please see attached Exhibit D - Projected Job Creation.

The expected numbers of employees of the business who will reside in Taylor County is:

27. Please see attached Exhibit D - Projected Job Creation.

The average wage of the employees of the business is or will be:

\$18.29 per hour. Please see attached Exhibit D - Projected Job Creation.

The type of industry or business is or will be:

The primary industry will be a marina. The secondary industries will be a bar and retail store.

The environmental impact of the business is or is expected to be:

Negligible. The environmental impact of the business has already been reviewed and approved by the Suwannee River Water Management District, the Florida Department of Environmental Protection, and the US Army Corps of Engineers. Please see attached Exhibit E - Permits.

The anticipated volume of business or production is:

The anticipated volume of business in terms of total revenue is as follows:

Tavern = \$396,000 per year. Boat and kayak rentals = \$715,996.

Retail Store = \$990,000 per year. Dry stack storage = \$265,884 per year.

Wet slip rentals = \$394,875 per year. Total = \$2,762,755 per year.

Would relocation or expansion of the business occur or have occurred without the exemption?

Not receiving the exemption would jeopardize the ability to pursue and carry on the business.

Is (or will it be) the business located within an enterprise zone or redevelopment area?

Yes. This business will be located in Taylor County, FL, an enterprise zone
pursuant to chapter 290 as of December 30, 2015.

What is the cost and demand for services or product produced by the business?

Please see attached Exhibit F - costs for services. Based on several years of
experience there is a high demand for these services.

What is (or will be) the source of supplies of the business and will other businesses in the county will be used to meet the supply demands of the business?

Various vendors will be used as sources of supplies of the business. The business
will use other businesses in Taylor County to meet its supply demands, such as; Ware Oil
and Supply Company - Perry, FL, Big Bend Marine - Perry, FL, Steinhatchee Hardware & Building Supply, Inc.
-Steinhatchee, FL, Dollar General - Steinhatchee, FL, and Team Williams Printing and Signs - Steinhatchee, FL.

Signature: _____

ECS M

Printed Name: _____

E. Chester Stokes, Jr., as Manager

On behalf of: _____

Steinhatchee Marina at Dead Man's Bay, LLC

Date: _____

02/01/2022

CERTIFICATION

I hereby certify that the foregoing Application for Economic Development Ad Valorem Property Tax Exemption was submitted to the Taylor County Development Authority on the date below.

Signature: _____

Date Submitted: _____

EXHIBIT "D" - PROJECTED JOB CREATION

Employee Number	Description	Wage		Full-Time or Part-Time	Expected Time Schedule of Job Creation	Reside in Taylor County
1	Bar Manager	25.00	Per Hour	Full-Time	Apr-22	Yes
2	Bartender - 1	18.00	Per Hour	Full-Time	Apr-22	Yes
3	Bartender - 2	18.00	Per Hour	Full-Time	Apr-22	Yes
4	Bartender - 3	18.00	Per Hour	Full-Time	Apr-22	Yes
5	Server -1	15.00	Per Hour	Full-Time	Apr-22	Yes
6	Server -2	15.00	Per Hour	Full-Time	Apr-22	Yes
7	Server -3	15.00	Per Hour	Full-Time	Apr-22	Yes
8	Cook - 1	18.00	Per Hour	Full-Time	Apr-22	Yes
9	Cook - 2	18.00	Per Hour	Full-Time	Apr-22	Yes
10	Cook - 3	18.00	Per Hour	Full-Time	Apr-22	Yes
11	Dishwasher - 1	15.00	Per Hour	Full-Time	Apr-22	Yes
12	Dishwasher - 2	15.00	Per Hour	Full-Time	Apr-22	Yes
13	Busser - 1	15.00	Per Hour	Full-Time	Apr-22	Yes
14	Busser - 2	15.00	Per Hour	Full-Time	Apr-22	Yes
15	Dock Manager	25.00	Per Hour	Full-Time	Apr-22	Yes
16	Assistant Dock Manager	19.00	Per Hour	Full-Time	Apr-22	Yes
17	Dockhand - 1	15.00	Per Hour	Full-Time	Apr-22	Yes
18	Dockhand - 2	15.00	Per Hour	Full-Time	Apr-22	Yes
19	Dockhand - 3	15.00	Per Hour	Full-Time	Apr-22	Yes
20	Dockhand - 4	15.00	Per Hour	Full-Time	Apr-22	Yes
21	Boat Mechanic - 1	25.00	Per Hour	Full-Time	Apr-22	Yes
22	Boat Mechanic - 2	25.00	Per Hour	Full-Time	Apr-22	Yes
23	Retail Store Manager	20.00	Per Hour	Full-Time	Apr-22	Yes
24	Cashier - 1	15.00	Per Hour	Full-Time	Apr-22	Yes
25	Cashier - 2	15.00	Per Hour	Full-Time	Apr-22	Yes
26	Cashier - 3	15.00	Per Hour	Full-Time	Apr-22	Yes
27	Cashier - 4	15.00	Per Hour	Full-Time	Apr-22	Yes
28	Marina Manager	40.00	Per Hour	Full-Time	Apr-22	No
29	Assistant Marina Manager	32.00	Per Hour	Full-Time	Apr-22	No
30	Bartender - 4	18.00	Per Hour	Part-Time	Jul-22	No
31	Server -4	15.00	Per Hour	Part-Time	Jul-22	No
32	Cook - 4	18.00	Per Hour	Part-Time	Jul-22	No
33	Dishwasher - 3	15.00	Per Hour	Part-Time	Jul-22	No
34	Busser - 3	15.00	Per Hour	Part-Time	Jul-22	No
35	Dockhand - 5	15.00	Per Hour	Part-Time	Jul-22	No
Total Expected Full-Time Employees		29				
Total Expected Part-Time Employees		6				
Number of Employees who are expected to reside in Taylor County		27				
Expected Average Wage		18.29	Per Hour			

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Annual Status Report for Economic Ad Valorem

Tax Exemption Programs

Business Name /DBA: Steinhatchee Marina at Dead Man's Bay, LLC
Address: 104 First Ave. SW, Steinhatchee, FL 32359
Phone: 904-280-9243
Contact Person: Adam Tormollan - atormollanm1@gmail.com

Please list all improvements to real property for which the ad valorem tax exemption was granted and when the construction of improvements and/or purchases of tangible personal property was completed:

Three story marine building containing multiple uses, including retail space, offices, a tavern,
dry-stack boat storage buildings, updated bulkhead, updated floating dock, and related improvements.
Construction was completed July, 2022. All tangible personal property was purchased by
December, 2022.

What is the number of jobs created for the tax exemption granted ? Please complete and attach Appendix A:

65, 29 fulltime and 36 part time.

What is the total number of employees for company and what percentage of these employees reside in Taylor County ?

65, 29 reside in Taylor County which is 45%. (10 fulltime and 19 part time employees reside in Taylor County)

What is the type of industry or business ? :

The primary industry is a marina. The secondary industries are a bar and retail store.

What is the environmental impact of this business ?:

Negligible

What is the actual volume of business or production ? :

\$1,854,465.04

What is the source of supplies of the business and are other business within Taylor County used to meet the supply demands of the business ?:

Various vendors including businesses in Taylor County were used as sources of supplies of the business.

Signature: 

Printed Name: E. Chester Stokes, Jr., as Manager

On behalf of: Steinhatchee Marina at Dead Man's Bay, LLC

Date: 01/30/23

APPENDIX A

Please list all full time positions that were added and are currently filled by the economic incentive project.

Job Title	# of Positions	Date Position Created	Annual Salary per Job * amounts listed below are the average salary per job	Annualized Average Value of Benefits per Job	Benefits Included
Dockhand	18	3/1/22	\$38,768.89	\$7,892.52	Medical, Dental, Vision, Flex Spending Account, Life, Disability, Supplemental
Cashier	2	4/20/22	\$22,880.00	\$7,892.52	Medical, Dental, Vision, Flex Spending Account, Life, Disability, Supplemental
Marina Manager	3	3/1/22	\$80,000.00	\$7,892.52	Medical, Dental, Vision, Flex Spending Account, Life, Disability, Supplemental
Assistant Marina Manager	1	3/1/22	\$52,000.00	\$7,892.52	Medical, Dental, Vision, Flex Spending Account, Life, Disability, Supplemental

Boat Mechanic	2	3/1/22	\$52,000.00	\$7,892.52	Medical, Dental, Vision, Flex Spending Account, Life, Disability, Supplemental
Bar Manager	1	7/15/22	\$41,600.00	\$7,892.52	Medical, Dental, Vision, Flex Spending Account, Life, Disability, Supplemental
Bartender	2	7/2/22	\$20,800.00	\$7,892.52	Medical, Dental, Vision, Flex Spending Account, Life, Disability, Supplemental

APPENDIX A – PART TIME*

Please list all full time positions that were added and are currently filled by the economic incentive project.

*The following list is for part time positions. Annual Salary per job is based on 25 hours per week.

Job Title	# of Positions	Date Position Created	Annual Salary per Job * amounts listed below are the average salary per job	Annualized Average Value of Benefits per Job	Benefits Included
Dockhand	6	7/10/22	\$13,866.67	\$0	Life, Disability, Supplemental
Cashier	12	7/1/22	\$14,733.33	\$0	Life, Disability, Supplemental
Bartender	5	7/1/22	\$13,000.00	\$0	Life, Disability, Supplemental
Server	6	7/17/22	\$13,216.67	\$0	Life, Disability, Supplemental
Busser	3	7/1/22	\$14,733.33	\$0	Life, Disability, Supplemental

Dish Washer	2	9/7/22	\$14,300.00	\$0	Life, Disability, Supplemental
Cook	2	7/2/22	\$19,500.00	\$0	Life, Disability, Supplemental

ORDINANCE NO. 2022-04

AN ORDINANCE GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO STEINHATCHEE MARINA AT DEADMAN'S BAY, LLC, CORPORATION OF THE STATE OF FLORIDA; SPECIFYING THE ITEMS EXEMPTED; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF F.S. 196.012; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, economic development and the creation of jobs are priorities of the Taylor County Board of County Commissioners; and

WHEREAS, the citizens of Taylor County voted to authorize the Board of County Commissioners to provide economic incentives to new and/or expanding businesses in the November 2018 election; and

WHEREAS, STEINHATCHEE MARINA AT DEADMAN'S BAY, LLC, has requested that the Taylor County Board of County Commissioners exempt ad valorem taxes for its improvement to its existing facility and construction of new facility and new manufacturing equipment, in Steinhatchee; and

WHEREAS, STEINHATCHEE MARINA AT DEADMAN'S BAY, LLC, anticipates a minimum of \$6,707,818.00 in capital investment at their Steinhatchee facility during the next 10 years, and

WHEREAS, STEINHATCHEE MARINA AT DEADMAN'S BAY, LLC, anticipates a minimum of 35 quality jobs to be created at their Steinhatchee facility during the next 10 years, and

WHEREAS, the Property Appraiser has provided the Taylor County Board of County Commissioners with its report as required by Chapter 196.1995(9) F.S.; and

WHEREAS, It has been determined that STEINHATCHEE MARINA AT DEADMAN'S BAY, LLC, meets the requirements of Chapter 196.012 F.S., expansion of an existing business in Taylor County.

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, as follows:

SECTION 1. The Ordinance shall create Ad Valorem Tax Exemption for STEINHATCHEE MARINA AT DEADMAN'S BAY, LLC.

SECTION 2. An Economic Development Ad Valorem Tax Exemption is hereby granted to STEINHATCHEE MARINA AT DEADMAN'S BAY, LLC, locating in Taylor County, at 104 First Avenue SW, Steinhatchee, Florida 32359.

(a) The total amount of revenue available to Taylor County from ad valorem tax

sources for the current fiscal year is \$ 13,476,181 . \$ 121,348 is lost to Taylor County for the current fiscal year by virtue of exemptions currently in effect from previous years.

(b) The tax exemption hereby granted shall be for a term of 5 years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting 4 additional years thereafter, for 50% annually of the increase in taxes due to the existing facility and the construction of the new facility.

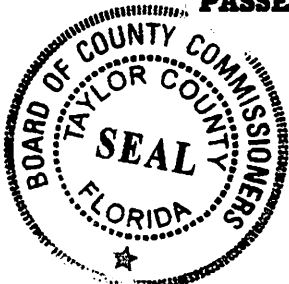
(c) In accordance with the findings of the Board of County Commissioners and the Property Appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of a new business, as defined by Chapter 196.012, Florida Statutes.

(d) STEINHACHEE MARINA AT DEADMAN'S BAY, LLC, shall submit to the County an annual report providing evidence of continued compliance with the definition of a new business or an expansion of an existing business for each of the five years during which STEINHACHEE MARINA AT DEADMAN'S BAY, LLC, is eligible to receive ad valorem tax exemption. The annual report shall be submitted to the County Administrator by January 31 of each year. If the annual report is not received, or if the annual report indicates that STEINHACHEE MARINA AT DEADMAN'S BAY, LLC, no longer meets the criteria of Chapter F.S. 196.012, the County Administrator shall make a report to the Board of County Commissioners for consideration of revocation of this ordinance granting the tax exemption. The Board reserves the right to reduce the percentage of the exemption of STEINHACHEE MARINA AT DEADMAN'S BAY, LLC.

SECTION 3. Severability. If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Date. This ordinance shall become effective immediately upon receipt of official acknowledgement from the office of the Secretary of State of Florida that this ordinance has been filed in said office.

PASSED AND ADOPTED in regular session this 19th day of April, 2022.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Thomas Demps
THOMAS DEMPS, Chairperson

ATTEST:

Dannell Muleba
For GARY KNOWLES, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item*****SUBJECT/TITLE:**

The County Administrator to present the Annual Status Report for Economic Ad Valorem Tax Exemption for Super-Pufft Snacks USA.

MEETING DATE REQUESTED:

January 17, 2023

Statement of Issue: To provide a report of compliance with the definition of business expansion as needed for annual eligibility determination for ad valorem tax exemption.

Recommended Action: Receive report

Fiscal Impact: \$177,050.92

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Super-Pufft USA applied for Economic Development Ad Valorem Tax Exemption in 2019, anticipating a 20 million dollar capital investment in 2 years and the creation of 100 plus jobs in 5 years. Per the submitted report Super-Pufft has purchased new equipment and added approximately 338 new jobs since 2019.

Options: Continue/Not Continue Ad-Valorem exemption

Attachments: Original Application
2022 Annual Status Report
Ordinance 2019-01
Emails from Shawna Beach, Property Appraiser



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

Application for Economic Development Ad Valorem Tax Exemption

Taylor County, Florida

Applicant: Super-Pufft Snacks USA, Inc
Address: 700 Lance Dr W
Perry, FL 32348
Phone: 786-239-2533
Fax: _____
Contact Person: Mahmoud Armouch

Applicant is (check all that apply, but at least one, and describe below how Applicant meets the checked criteria):

- ☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any one or more of the following operations:
- ☐ Manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
- ☐ Is a target industry business as defined in s. 288.106(2)(q);
- ☐ A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the

(Attach additional pages and documents as you deem necessary)

facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

- ☐ An office space in this state owned and used by a business or organization newly domiciled in this state; provided such office space houses 50 or more full-time employees of such business or organization; provided that such business or organization office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
- ☐ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
- ☐ A business or organization that is situated on property annexed into a municipality and that, at the time of the annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.
- ☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any of the operations referred to in subparagraph (14)(a)1.; or A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operations on a site located within the same county, municipality, or both colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization, resulting in a net increase in employment of not less than 10 percent or an increase in productive output or sales of not less than 10 percent.
- ☒ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that increases operations on a site located within the same zone or area colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization.

Applicant requests the adoption of an ordinance granting an Economic Development Ad Valorem Property Tax Exemption.

The name and location of the new business or the expansion of an existing business is:

700 Lance Dr W

Perry, FL 32348

The improvements to real property for which an exemption is requested are described as, and the date of commencement of construction of such improvements are:

Improvement to existing facility & construction of new facility

The tangible personal property for which an exemption is requested is described as, and the dates when such property was or is to be purchased is:

Purchase of new manufacturing equipment. Purchases are proposed to start sometime in 2019 and continue until proposed project is completed.

The following can serve as proof that the Applicant is a new business or an expansion of an existing business:

Attached map showing facility is located within an area that was designated as an enterprise zone as of 12/31/2015.

TCDA can also validate zone boundary.

The number of jobs the applicant expects to create along with the average wage of the jobs and whether the jobs are full-time or part-time:

If project proceeds, applicant would expect to increase net employment by at least 100 full time jobs over the next 5 years.

Average wage will be in excess of \$30,000 per year.

The expected time schedule for job creation is:

Jobs would be created over a five year period, starting in 2019/2020
and continuing until completed.

The anticipated number of employees of the business is:

The business would anticipate total employment of over 150 FTE

The expected numbers of employees of the business who will reside in Taylor County is:

The business anticipates that over 90% if the employees would reside
within Taylor County

The average wage of the employees of the business is or will be:

The average wage of the business would be in excess of 30,000

The type of industry or business is or will be:

The business is a manufacturer of snack products

The environmental impact of the business is or is expected to be:

Waste Water Treatment Current Permit with DACS is in force.

No anticipated would require increased or further environmental permitting

The anticipated volume of business or production is:

Production would increase to approximately 16,000 lbs per hour

Would relocation or expansion of the business occur or have occurred without the exemption?

Expansion is dependent on approval of a combination of local, state, and federal incentives, including the exemption. Lack of exemption would

greatly affect decision and could jeopardize the project

Is (or will it be) the business located within an enterprise zone or redevelopment area?

The business is currently located within an enterprise zone and the proposed expansion would take place on the same parcel of land

What is the cost and demand for services or product produced by the business?

Average cost per unit is \$.80 and demand for product is strong due to the increased prominence of private label snacks in retail environments.

What is (or will be) the source of supplies of the business and will other businesses in the county will be used to meet the supply demands of the business?

While most raw materials are not available within the county, other supplies that are available will be sourced from local suppliers when possible.

For any construction, local resources will be encourages to bid on the project and, when feasible, will be given preference.

Signature: _____



Printed Name: Mahmoud Armouch

On behalf of: Super-Pufft Snacks USA, Inc

Date: 12/09/2018

CERTIFICATION

I hereby certify that the foregoing Application for Economic Development Ad Valorem Property Tax Exemption was submitted to the Taylor County Development Authority on the date below.

Signature: _____

Date Submitted: _____

ORDINANCE NO. 2019-01

AN ORDINANCE GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO SUPER-PUFFT SNACKS USA, INC. CORPORATION OF THE STATE OF FLORIDA; SPECIFYING THE ITEMS EXEMPTED; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF F.S. 196.012; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, economic development and the creation of jobs are priorities of the Taylor County Board of County Commissioners; and

WHEREAS, the citizens of Taylor County voted to authorize the Board of County Commissioners to provide economic incentives to new and/or expanding businesses in the November 2018 election; and

WHEREAS, SUPER-PUFFT SNACKS, USA, INC., has requested that the Taylor County Board of County Commissioners exempt ad valorem taxes for its improvement to its existing facility and construction of new facility and new manufacturing equipment, in Perry; and

WHEREAS, SUPER-PUFFT SNACKS, USA, INC., anticipates a minimum of \$20,000,000 in capital investment at their Perry facility during the next two⁽⁵⁾ years, and

WHEREAS, SUPER-PUFFT SNACKS, USA, INC., anticipates a minimum of 100 quality jobs to be created at their Perry facility during the next five⁽⁵⁾ years, and

WHEREAS, the Property Appraiser has provided the Taylor County Board of County Commissioners with its report as required by Chapter 196.1995(9) F.S.; and

WHEREAS, It has been determined that SUPER-PUFFT SNACKS, USA, INC., meets the requirements of Chapter 196.016 F.S., expansion of an existing business in Taylor County.

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, as follows:

SECTION 1. The Ordinance shall create Ad Valorem Tax Exemption for SUPER-PUFFT SNACKS, USA, INC.

SECTION 2. An Economic Development Ad Valorem Tax Exemption is hereby granted to SUPER-PUFFT SNACKS, USA, INC., locating in Taylor County, at 700 Lance Drive West, Perry, Florida 32348.

(a) The total amount of revenue available to Taylor County from ad valorem tax sources for the current fiscal year is \$9,729,240.00. \$6,505.00 is lost to Taylor County for the current fiscal year by virtue of exemptions currently in effect from previous years.

(b) The tax exemption hereby granted shall be for a term of 10 years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting 9 additional years thereafter, for 75% annually of the increase in taxes due to the existing facility and the construction of the new facility.

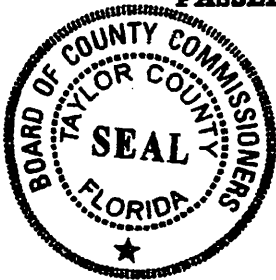
(c) In accordance with the findings of the Board of County Commissioners and the Property Appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of a new business, as defined by Chapter 196.012, Florida Statutes.

~~AB~~ (d) SUPER-PUFFT SNACKS, USA, INC., shall submit to the County an annual report providing evidence of continued compliance with the definition of a new business or an expansion of an existing business for each of the ten years during which SUPER-PUFFT SNACKS, USA, INC., is eligible to receive ad valorem tax exemption. The annual report shall be submitted to the County Administrator by January 31 of each year. If the annual report is not received, or if the annual report indicates that SUPER-PUFFT SNACKS, USA, INC., no longer meets the criteria of Chapter F.S. 196.012, the County Administrator shall make a report to the Board of County Commissioners for consideration of revocation of this ordinance granting the tax exemption. The Board reserves the right to reduce the percentage of the exemption of SUPER-PUFFT SNACKS, USA, INC.

SECTION 3. Severability. If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Date. This ordinance shall become effective immediately upon receipt of official acknowledgement from the office of the Secretary of State of Florida that this ordinance has been filed in said office.

PASSED AND ADOPTED in regular session this 1st day of April, 2019.



ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Pam Feagle
PAM FEAGLE, Chairperson

Sec. 70-41. - All exemptions granted are conditional.

All exemptions granted pursuant to this article shall be conditioned upon the applicant maintaining the new business or the expansion of an existing business, as defined in section 70-35, for the duration of time in which the exemption was granted. In addition the application is conditioned upon the applicant submitting an annual report to the commission evidencing the satisfaction of this condition. The report shall be on a form adopted by the county. The report shall be received by the commission no later than January 31 of each year. The applicant shall also submit any other information or reports as the commission deems reasonably necessary for purposes of determining whether the applicant is complying with the terms, conditions, and intent and purpose of this article, the terms and conditions of the ordinance granting the exemption, and any representations made in the application process.

(Ord. No. 2009-08, § 11, 5-4-2009)

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Annual Status Report for Economic Ad Valorem

Tax Exemption Programs

Business Name /DBA: Super-Pufft Snacks USA, Inc.

Address : 700 SuperPufft St, Perry, FL 32348

Phone: (850) 371-5364

Contact Person: Walid Amroush, Vice President

Please list all improvements to real property for which the ad valorem tax exemption was granted and when the construction of improvements and/or purchases of tangible personal property was completed: The tax exemption assisted in purchase of new equipment for an addition of a production line for the manufacturing of a different line of chips that had not been previously produced at the facility as well as the construction and completion of a new warehouse for storage of finished product. These additions to the facility had directly impacted the need for additional employees to operate these lines. Employees that are currently working are also receiving additional training to operate this more highly technological and sophisticated equipment thus maintaining a contingent of people from Taylor County in the workforce, as well as offering more skilled jobs to those already employed. These improvements and purchases began in July 2019 and are still being implemented and have resulted in approximately 338 new jobs, 140 this period.

What is the number of jobs created for the tax exemption granted? Please complete and attach Appendix A:

A total of 338 jobs, an additional 140 jobs this period

What is the total number of employees for company and what percentage of these employees reside in Taylor County ?

338 full-time employees/staffing agency employees (140 this period), 92% reside in Taylor County

What is the type of industry or business ? :

Manufacturing and production of food products

What is the environmental impact of this business ?:

Small environmental impact due to procedures put in place to clean air. We have an on-site Waste Water Treatment Facility.

What is the actual volume of business or production ? :

42,000,000 pounds of salty snacks produced annually

What is the source of supplies of the business and are other business within Taylor County used to meet the supply demands of the business ?:

Multiple business and vendors in Taylor County are used to assist in manufacturing and entertainment of clients and visitors. Businesses include: WalMart, Murphy's, Gulf Coast Plumbing, Ragan's Ace Hardware, Stone Home Center, Ware Oil, AirGas, Fastenal, Florida Drug Screening, Backdoor Bistro, Johnson's Bakery, Mama's Italian Restaurant and Subway – to name a few.

Signature: _____

Printed Name : Randall Wieck

On behalf of : Walid Amroush, Vice President

Date: January 11, 2023

APPENDIX A

Please list all full time positions that were added and are currently filled by the economic incentive project.

Job Title	# of Positions	Date Position Created	Annual Salary per Job	Annualized Average Value of Benefits per Job	Benefits Included
PMO (Packaging Machine Operator)	15	7/2019 – 12/2022	\$37,000	\$5,000	Yes
Packaging Specialist (product mixer)	10	1/2021	\$27,000	\$5,000	Yes
Seasoner	15	7/2019 – 12/2022	\$37,000	\$5,000	yes
Mover (forklift, pallet jack)	6	7/2019 – 12/2022	\$40,000	\$5,000	yes
Production Supervisor	4	7/2019 – 12/2022	\$70,000	\$5,000	yes
Shift Manager	2	1/2022 – 12/2022	\$85,000	\$5,000	yes

TPM (Total Productive Maintenance)	4	7/2019 – 12/2022	\$55,000	\$5,000	Yes
Maintenance Mechanic	8	7/2019 – 12/2022	\$60,000	\$5,000	Yes
Can Maker	6	7/2019 – 12/2022	\$40,000	\$5,000	Yes
Cooks	4	7/2019 – 12/2022	\$40,000	\$5,000	Yes
Hastamat Operator	6	7/2019 – 12/2022	\$45,000	\$5,000	Yes
Packaging Operator	4	7/2019 – 12/2022	\$35,000	\$5,000	Yes
Packaging Lead	1	2/2021	\$75,000	\$5,000	Yes
Quality Assurance	12	7/2019 – 12/2022	\$35,000	\$5,000	Yes
SQF Coordinator (Safe Quality Foods)	1	8/2022	\$55,000	\$5,000	Yes
Shipping	6	7/2019 – 12/2022	\$40,000	\$5,000	Yes
Shipping Supervisor	1	1/2021	\$45,760	\$5,000	Yes

Shipping Manager	1	1/2022 – 12/2022	\$72,000	\$5,000	Yes
CDL	2	7/2019 – 12/2022	\$45,000	\$5,000	Yes
Receiving	4	7/2019 – 12/2022	\$35,000	\$5,000	Yes
Receiving Supervisor	1	5/2022	\$70,000	\$5,000	Yes
Sanitation	13	7/2019 – 12/2022	\$27,000	\$5,000	Yes
Waste Water Treatment Operator	4	7/2019 – 12/2022	\$52,000	\$5,000	Yes
Customer Service Representative	2	7/2019 – 12/2022	\$50,000	\$5,000	Yes
Purchasing / Supply Chain	3	7/2019 – 12/2022	\$70,000	\$5,000	Yes
Controller	1	2/2021	\$120,000	\$5,000	Yes
Accounting Manager	1	12/2022	\$77,000	\$5,000	Yes
Payroll Specialist	1	7/2021	\$75,000	\$5,000	Yes

IT Support	1	4/2021	\$100,000	\$5,000	Yes
Safety Specialist	1	12/2021	\$75,000	\$5,000	Yes

LaWanda Pemberton

From: Shawna Beach <shawna@taylorpa.org>
Sent: Wednesday, January 4, 2023 4:22 PM
To: LaWanda Pemberton
Subject: Fwd: 06130-080 [ref:_00D50JLJE_5003t1exPHR:ref]

Shawna Beach, CFA
Taylor County Property Appraiser
P. O. Box 936
Perry, FL 32348
Phone: 850-838-3511
Fax: 850-838-3545
Email: shawna@taylorpa.org

Please note: Florida has a very broad public records law. As a result, any written communication created or received by Taylor County officials and employees will be made available to the public and media upon request, unless such written communication falls within an exception or exemption to the Public Records Act.

From: Ben Lavalle <benl@taylorpa.org>
Sent: Wednesday, January 4, 2023 2:45:59 PM
To: Shawna Beach <shawna@taylorpa.org>
Subject: Re: 06130-080 [ref:_00D50JLJE_5003t1exPHR:ref]

The marina's first year of exemption will be this year (2023). The apartments won't actually start the exemption period until the building is complete.

The only one actually active in 2023 was SuperPufft.

Here are the numbers for them:

Parcel	Owner	Exemption Amount	Tax Savings (2022)
04835-000 (Real)	LANCE DRIVE PROPERTIES	\$2,221,838	\$16,091.88
7542500 (TPP)	SUPER-PUFFT	\$22,223,931	\$160,959.04

Benjamin Lavalle
Taylor County Property Appraiser
P. O. Box 936
Perry, FL 32348
850-838-3511 Ph
850-838-3545 Fax
benl@taylorpa.org

\$ 177,050.92

Please note: Florida has a very broad public records law. As a result, any written communication created or received by Taylor County officials and employees will be made available to the public and media upon request, unless such written communication falls within an exception or exemption to the Public Records Act.

From: Shawna Beach <shawna@taylorpa.org>
Sent: Wednesday, January 4, 2023 1:51 PM