

SUGGESTED AGENDA

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

**TUESDAY, FEBRUARY 18, 2020
9:00 A.M.**

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE BIDS FOR THE HARVESTING OF 406 ACRES OF HAY AT THE PERRY-FOLEY AIRPORT, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER ADOPTION OF A RESOLUTION TO ABANDON THAT PORTION OF 8TH. STREET EAST, LYING BETWEEN SECOND AVENUE SOUTH AND RIVERSIDE DRIVE, BLOCK 65 OF THE STEINHATCHEE SUBDIVISION, CONTAINING .88 ACRES OR LESS.

6. THE BOARD TO CONSIDER AN APPLICATION FOR MUD BOG SPECIAL EVENTS AT THE IRON HORSE MUD BOG SITE, TO BE HELD ON MARCH 5-8, MAY 15-17 AND OCTOBER 15-18, 2020, WITH ATTENDANCE EXPECTED TO BE GREATER THAN 1,000, SET FOR THIS DATE AT 9:15 A.M., OR AS SOON THEREAFTER AS POSSIBLE.

CONSENT ITEMS:

7. EXAMINATION AND APPROVAL OF INVOICES.
8. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSALS/ADVERTISING FOR DOCTORS' MEMORIAL HOSPITAL (DMH) NEW VARIABLE SPEED AIR COOLED SCREW CHILLER, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
9. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, THE MSTU FUND, THE SCOP ROAD PROJECT (EAST ELLISON ROAD) FUND, THE SCRAP ROAD PROJECT (EAST ELLISON ROAD) FUND, THE SCRAP ROAD PROJECT (NORTH ELLISON ROAD) FUND, THE SCRAP ROAD PROJECT (HOUCK ROAD) FUND, THE SCRAP ROAD PROJECT (FOLEY CUT-OFF ROAD) FUND, THE SCRAP ROAD PROJECT (PINECREST ROAD) FUND AND THE AIRPORT FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
10. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT A (SHORTFALL) OF MONIES IN THE AFFORDABLE HOUSING FUND (2017-2018 GRANT) AND THE AFFORDABLE HOUSING FUND (2018-2019 GRANT), AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.

PUBLIC REQUESTS:

11. THE BOARD TO CONSIDER THE CONFIRMATION OF THE CONTINUATION OF THE EXISTING REPRESENTATIVE (COMMISSIONER PAGE) AND/OR THE APPOINTMENT OF A NEW REPRESENTATIVE ON THE SUWANNEE RIVER ECONOMIC COUNCIL, INC. BOARD OF DIRECTORS, AS REQUESTED BY MATT PEARSON, EXECUTIVE DIRECTOR.
12. RYAN ASMUS, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TO APPEAR TO PROVIDE UPDATE ON THE PROPOSED TOLL ROAD PROJECT.

13. PADRAIC JUAREZ, ADMINISTRATOR, TAYLOR COUNTY HEALTH DEPARTMENT, TO APPEAR TO PROVIDE UPDATE ON THE CORONAVIRUS.
14. SCOTT MIXON, PUBLIC AFFAIRS DIRECTOR AND CHET THOMPSON, FENHOLLOWAY PROGRAM MANAGER, GEORGIA PACIFIC, FOLEY CELLULOSE MILL, TO APPEAR TO PROVIDE UPDATE ON THE FENHOLLOWAY WATER QUALITY PROJECT.
15. BRIAN RODGERS, ATTORNEY FOR ROBINSON, KENNON & KENDRON P.A., TO APPEAR TO DISCUSS CODE ENFORCEMENT ISSUES.
16. TISHA PENNY, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) ECONOMIC DEVELOPMENT COORDINATOR, TO APPEAR TO PROVIDE UPDATE ON THE TCDA.
17. THE BOARD TO CONSIDER APPOINTMENT OF ONE (1) TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) BOARD MEMBER, AS AGENDAED BY TISHA PENNY, TCDA COORDINATOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

18. THE BOARD TO CONSIDER APPROVAL OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) REIMBURSEMENT AND APPROVAL FOR THE TAYLOR COUNTY SHERIFF'S OFFICE TO KEEP SAID REIMBURSEMENT, AS AGENDAED BY CAPTAIN JIMMY CASH.

COUNTY STAFF ITEMS:

19. THE BOARD TO CONSIDER APPROVAL OF FDOT COUNTY INCENTIVE GRANT PROGRAM (CIGP)/SMALL COUNTY OUTREACH PROGRAM (SCOP) REIMBURSEMENT AGREEMENT, TO RECONSTRUCT AND RESURFACE 1ST AVENUE SOUTH IN STEINHATCHEE, AS WELL AS THE ADOPTION OF A AUTHORIZING RESOLUTION FOR EXECUTION OF SAID AGREEMENT BY THE CHAIR, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
20. THE BOARD TO CONSIDER APPROVAL OF TASK ORDER WITH AVCON, INC., TO PREPARE BID DOCUMENTS AND REQUIRED SPECIFICATIONS FOR THE RUNWAY OBSTRUCTION TREE CLEARING PROJECT AT THE PERRY FOLEY AIRPORT, AS AGENDAED BY MELODY COX, GRANTS WRITER.

GENERAL BUSINESS:

21. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO WAIVE BOAT RAMP FEES FOR THE HOOKED ON HEROES-TAKE A VETERAN FISHING EVENT TO BE HELD ON SATURDAY, APRIL 4, 2020, AS AGENDAED BY COMMISSIONER MURPHY.
22. THE BOARD TO RECEIVE QUARTERLY STATUS REPORT BY LANGTON ASSOCIATES, INC., ON CONSTRUCTION ENGINEERING AND INSPECTION SERVICES PROVIDED FOR THE TAYLOR COUNTY FRA COMPETITIVENESS AND EMPLOYMENT BY RAIL (CEBYR) PROJECT.
23. THE BOARD TO CONSIDER APPROVAL OF REVISED RESTORE ACT DIRECT COMPONENT GRANT PROGRAM APPLICATION, FOR THE PLANNING AND DESIGN OF THE KEATON BEACH AND STEINHATCHEE BOAT RAMP DREDGING PROJECTS, AS AGENDAED BY HEATHER PULLEN, GRANT ADMINISTRATOR, LANGTON ASSOCIATIONS, INC.
24. THE BOARD TO DISCUSS BOARD COMMITTEE ASSIGNMENTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR ITEMS:

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

7

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:

Board to receive bids for the leasing of 406 acres at Perry Foley Airport to be harvested as hay.



MEETING DATE REQUESTED:

February 18, 2020

Statement of Issue: Board to receive bids for the harvesting of 406 acres of hay at Perry Foley Airport.

Recommended Action: Board to receive bids for 406 acres at Perry Foley Airport to be established and harvested as hay.

Budgeted Expense: Not Applicable.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved the bid documents at the January 6, 2020 meeting. The bid documents reflected a tiered annual lease fee as a substantial portion of the area will require considerable ground work to be established and ready to be harvested as hay. The documents included a notice that the Board has the right to cancel the contract with a ninety (90) day notice in the event the fields are needed for aviation purposes and development including a solar farm. The County currently leases out 80 acres at the Airport which is harvested as hay. The Bid Committee will review the bid documents and make a recommendation to the Board at the March 17 Board meeting. The Bid Committee will be: LaWanda Pemberton, Marsha Durden, and Ward Ketrang.

Attachments: Not applicable at this time.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold a public hearing to consider adoption of a resolution to abandon that portion of 8th Street East lying between Second Avenue South and Riverside Drive, Block 65 of the Steinhatchee Subdivision. Containing .88 acres or less.

MEETING DATE REQUESTED:

February 18, 2020

Statement of Issue: Public hearing for right-of-way abandonment

Fiscal Impact: Property added to tax roll

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Rhoda Moehring

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Planning Department received a right of way abandonment application from Rhoda Moehring, to abandon a portion of 8th St SE in Steinhatchee. A notice for the required public hearing was ran in the newspaper on January 29th and notice was sent to all property owners within 500 feet from the subject areas as required by the Land Development Code.

Staff respectfully requests that the board hold the public hearing and consider adoption of the resolution to close portions of the right-of-ways.

Options:

1. Approve abandonment
2. Deny the abandonment

Attachments:

1. Copy of application
2. Copy of resolution
3. Copy of notice
4. Location map

RESOLUTION

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA:

1. That, pursuant to the Notice of Proceedings for Closing of Streets duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 9:05 o'clock a.m. on the 18th day of February, A.D. 2020, to consider and determine whether or not the County would vacate, abandon, discontinue, and close certain roads in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing certain roads herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

2. That, the certain roads herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in the certain roads in Taylor County, Florida, more particularly described as:

DESCRIPTION:

All that portion of a 100 foot right of way known as 8th Street East located in Section 25, Township 9 South, Range 9 East, lying between Second Avenue South and Riverside Drive, Block 65 of the Steinhatchee Subdivision in Taylor County, Florida Containing .88 acres or less.

DULY ADOPTED in regular session, this 7th day of October, A.D., 2019.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

(Seal)

By: _____
Pam Feagle, Chairperson

ATTEST:

Annie Mae Murphy, Clerk



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00 DATE: 12-16-2019 RECEIPT #: 1962

ROAD NAME: 8th Street Steinhatchee Sub

PHYSICAL LOCATION: all of that portion of 8th Street
East lying between Block 56 + Block 65 of the Steinhatchee
Subdivision in Taylor Co., FL.

APPLICANT: Rhoda Mochung

ADDRESS: 715 Riverside Drive PO Box 609
Steinhatchee, FL 32359

PHONE #: 352-214-2340

ADJOINING PROPERTY OWNER(S)

NAME: Beth A Richardson SIGNATURE: Beth A Richardson

ADDRESS: 713 Riverside Dr. PO Box 821
Steinhatchee, FL 32359 PHONE: 352 498 3734

NAME: SIGNATURE:

ADDRESS: PHONE:

NAME: SIGNATURE:

ADDRESS: PHONE:

NAME: SIGNATURE:

ADDRESS: PHONE:

PETITION TYPE

Plat: Portion of plat: Right-of-way: Public easement:

Public interest in private right-of-way:

DEED INFORMATION

Please provide the name(s) and relationship (husband, wife, etc.) of the applicant and adjoining property owners as they should appear on the deeds transferring ownership from the County. The County shall not be responsible for verifying the information provided through title search or other means.

APPLICANT: Rhoda A. MOEHring Relationship _____
715 Riverside Drive SE _____
STEIN Ratchee, Florida _____
32359

ADJOINING PROPERTY OWNER: Beth A Richardson Relationship _____
713 Riverside Drive SE _____
STEIN Ratchee, Florida _____
32359

ADJOINING PROPERTY OWNER: _____ Relationship _____

ADJOINING PROPERTY OWNER: _____ Relationship _____

ATTACH COMPLETE LEGAL DESCRIPTION OF PORTION OF ROAD TO BE CLOSED.

ATTACH LEGAL DESCRIPTION OF EACH PORTION OF ROAD THAT WILL GO TO EACH ADJOINING PROPERTY OWNER.

ATTACH MINIMUM 8" X 11" OR 11" X 17" DRAWING CLEARLY SHOWING THE LOCATION OF THE PETITION SITE IN RELATION TO THE NEAREST PUBLIC RIGHT-OF-WAY AND AFFECTED PROPERTIES.

ATTACH A STATEMENT DETAILING THE RELEVANT REASONS IN SUPPORT OF THE REQUEST AND GRANTING OF THE PETITION.

STATEMENT

To the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other property in the area or subdivision:

SIGNATURE: Rhoda A. Moehring

NOTE

ACCESS TO WATER: no right-of-way, road, street or public accessway giving access to any publicly accessible waters in the County shall be closed, vacated or abandoned, except in those instances wherein the:

1. Right-of-way does not benefit the public and/or there is no adequate parking to facilitate the use of the right-of-way and it is not a burden upon the county; or
2. Petitioner offers to trade or give to the County comparable land for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the direction of the Board of County Commissioners.

SUBMITTED BY: RHODA A. MOEHRING
Print Name

SIGNATURE: Rhoda A. Moehring

PETITION OF OWNERSHIP

December 16, 2019

Taylor County Road Closing Application

Gentlemen:

My neighbor and I are requesting that the road shown on plats and the enclosed survey known as 8th Street be vacated. The street has not existed except on plats and does end at Little Tide Creek which is not navigable, unless the tide is high and then it is difficult to go under the bridge on SR 51. The property is low and does not accept parking. Access to adjoining property is available to 9th Street. Property is joined by two property owners requesting the road vacated.

Thank you

Rhoda Moehring
Beth Richardson

December 15, 2019

Water Lines

BBWA water association has determined there is a sewer line from SR 51 to water and sewer on existing property down the alley to property owned by Rhoda Moehring

LEGALS

NOTICE OF PROCEDURES FOR THE CLOSING OF STREETS, THOROUGHFARES AND ALLEYS TO WHOM IT MAY CONCERN:

You will take notice that the Board of County Commissioners of Taylor County, Florida, upon the petition of certain of the adjacent landowners to hereinafter described property, will at 9:05 a.m. on the 18th day of February, 2020, at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, 32347, hold a public hearing to consider and determine whether the County will vacate, abandon, close and will renounce and disclaim any and all right of the County and public in and to all street, thoroughfares and alleys which run over, upon or through the following described lots, blocks, pieces or parcels of land, lying and being in Taylor County, Florida, and described as follows:

DESCRIPTION:

All that portion of a 100 foot right of way known as 8th Street East located in Section 25, Township 9 South, Range 9 East, lying between Second Avenue South and Riverside Drive, Block 65 of the Steinhatchee Subdivision in Taylor County, Florida containing .88 acres or less.

A copy of the petition is available to the public at the Planning Department of Taylor County during regular business hours.

Notice is also given pursuant to Florida Statute 286.105, that any

persons deciding to appeal any matter considered at this public hearing 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.

This hearing may be continued from time to time as may be necessary.

This Notice shall be mailed to property owners within 500 feet of the property directly affected and whose address is known by reference to the latest approved ad valorem tax roll.

Dated this 29th day of January, 2020.



Road Closing

Hungry Howie's

51

SEVENTH ST

EIGHTH ST

NINTH ST

2ND AVE SE

9TH ST SE

LUNDY LN SE

CARMICHAEL LN

STEINHATCHEE

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 9, 2020

VIA E-MAIL AND REGULAR MAIL

Ms. Lawanda Pemberton
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Danny Griner
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Moehring Road Closing

Dear Lawanda, Annie Mae and Danny:

I have reviewed the e-mail you sent me on 1/7/20 with regard to the above.

The Notice looks okay and the Resolution looks okay if the Board votes to close the road.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

6

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to consider an application for Mud Bog Special Events at the Iron Horse Mud Bog site for March 5th–8th, May 15th – 17th, and October 15th – 18th with attendance expected to be greater than 1,000.

MEETING DATE REQUESTED:

February 18, 2020

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 1/21/2020 to hold Mud Bog Special Events 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 Monday, 2/3/2020. Notice was advertised in the local paper on Wednesday, February 5th and notice was individually mailed to all parties within 660 feet of the event activities.

Options:

1. Approve the application.
2. Deny the application.

Attachments:

1. Copy of application
2. Supporting documents
3. Checklist

MALCOLM PAGE District 1	JIM MOODY District 2	SEAN MURPHY District 3	PAM FEAGLE District 4	THOMAS DEMPS District 5
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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, 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: 1/21/2020

APPLICANT NAME: 3 Ponds, LLC, DBA Iron Horse Mud Ranch

MAILING ADDRESS: P. O. Box 22, Perry, Florida 32348

PROPERTY OWNER: Big Ponds, LLC

PROPERTY ADDRESS: 8999 S US 19

PHONE#: 813-909-3288 PARCEL #: 08744-200 and 08743-000

PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- | | |
|---------------------------------|--------------------------|
| 1. <u>Big Ponds, LLC</u> | 2. <u>Jack Fernandez</u> |
| 3. <u>Sandra Laura Lee</u> | 4. <u>Andyland, LLC</u> |
| 5. <u>Martin Ellison Estate</u> | 6. _____ |
| 7. _____ | 8. _____ |

EVENT DATE(S):	START: <u>03/05/2020</u>	END: <u>03/08/2020</u>
	<u>05/15/2020</u>	<u>05/17/2020</u>
	<u>10/15/2020</u>	<u>10/18/2020</u>

HOURS OF OPERATION: START: 7:00 a.m. END: 7:00 p.m.

EXPECTED ATTENDANCE: 1,000+ MAXIMUM ATTENDANCE: No way to determine

SECURITY PROVIDER: SHERIFFS OFFICE * PRIVATE SECURITY *
(Attach statement from provider)

SANITARY FACILITIES PROVIDER: Murray's Septic 850-672-0103


SOLID WASTE CONTRACTOR: Waste Pro 352-463-6200

MUD BOG CHECKLIST

EVENT NAME: IRON HORSE MUG BOG 2020

1.	APPLICANTS NAME	X
2.	OWNERS NAME	X
3.	PHYSICAL LOCATION	X
4.	LEGAL DESCRIPTION	X
5.	WAIVER FROM ADJOINING PROPERTY OWNERS	X
6.	DATE & HOURS OF EVENT	X
7.	MAXIMUM ATTENDANCE *states cannot be determined	X*
8.	SECURITY STATEMENT	X
9.	AMBULANCE STATEMENT (DMH-EMS with hospital CEO signature)	X
10.	MAP OF PROPERTY	X
11.	PROPERTY WITHIN 660 FEET OF EVENT	X
12.	LOCATION OF PARKING	X
13.	LIST OF OWNERS WITHIN 660 FEET	X
14.	ENTRY CONSENT STATEMENT	X
15.	HOLD HARMLES STATEMENT	X
16.	ADJOINING PROPERTY OWNER STATEMENT	X
17.	WASTE HAULER STATEMENT	X
18.	INSURANCE STATEMENT	X
19.	SANITARY FACILITY PROVIDER STATEMENT	X
20.	FIRE PROTECTION STATEMENT (signed by Fire Chief)	X

COMPLETED BY:


William D. (Danny) Griner

DATE:

02/03/2020

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 650 feet of my property.

At 200 Properties
Print Name

MWA
Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Sandra Laura Lee
Print Name

S. Lee
Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 650 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: 4/5/19

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

David Kirkpatrick
Print Name

David Kirkpatrick
Signature

SPECIAL EVENT WAIVER

DATE: October 3, 2018

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

The Jacinto J. Fernandez Grandchildren's
Irrevocable Trust

By: Vincent Fernandez, Trustee
Print Name

[Signature]
Signature

Attention GARY Wells

SPECIAL EVENT WAIVER
DATE: 3/9/2011
I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.
of 450 feet. (Four hundred fifty feet) away from my property.
Event must be a mini.
Andrew KOTSIFTIS
Andy Landy, LC
Signature

SPECIAL EVENT WAIVER
DATE: _____
I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER
DATE: _____
I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER
DATE: _____
I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

606 9280093³

J.M. Ellison Estate

SPECIAL EVENT WAIVER

DATE: 3/6/19

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

DIANNA HATHCOCK
Print Name

Dianna Hathcock
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2020

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

Swann Insurance Agency Inc
105 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

NAIC #

INSURER A: Kinsale Insurance Company

INSURER B:

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.

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		0100099979-0	10/31/2019	10/31/2020	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 - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					\$ \$ \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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 E. Green St
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)

PLACE BUSINESS CARD HERE



Service Agreement

A. CUSTOMER SITE INFORMATION

Site Name: Iron Horse Ranch		Customer Class: roll off	Effective Date:	Account #:
Service Address: 8999 US Hwy S.		Service Area: Taylor county		Salesperson: Joel Thornton
City/State: Perry, FL	Zip Code: 32348	Contact Name: Henry Lee		
Email: kari@toddsspecializedrigging.com	Telephone: 319-283-4943	Fax:	Mobile:	

B. BILLING INFORMATION

Billing Name: Todd's Specialized Rigging		PO. # Required? Y / N <input type="checkbox"/> Y <input type="checkbox"/> N		
Billing Address: 8999 US Highway 19S		Billing Cycle:	Customer Deposit:	
City/State: Perry Florida	Zip Code: 32348	Contact Name: Kari Larson		
Email:	Telephone:	Fax:	Mobile:	

C. EQUIPMENT / SERVICE SPECIFICATIONS

Qty	Service Type	Material	Size	Freq.	Compact Y/N	Locks	Wheels	Gates	Rate	Schedule
4	PO	msw	20 or 30	on call	<input type="checkbox"/> Y <input type="checkbox"/> N				Month Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					<input type="checkbox"/> Y <input type="checkbox"/> N				Month Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					<input type="checkbox"/> Y <input type="checkbox"/> N				Month Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					<input type="checkbox"/> Y <input type="checkbox"/> N				Month Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

D. ADDITIONAL FEES

Delivery: \$285	Removal:	Locks/Castors:
Container Rental:		Franchise Fee:
Disposal:		Fuel/Environmental:
Extra Pickup:	*A fuel surcharge and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice.	
Special Services:		

Other Instructions: **\$285 delivery; \$250 pulls, \$70 per ton disposal, two ton minimum; \$100 monthly rent, prorated**

This is for three events. March 5-8, 2020. May 15-17, 2020. October 15-18, 2020.

Four roll offs for each event.

Special Service:

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER

Customer Signature

Date

Waste Pro Representative

1/15/20
Date

Print Name

TERMS & CONDITIONS ON THE REVERSE

F.W. Murray & Son's Sanitation, LLC
P.O. Box 1328
Perry, Florida 32348

January 9, 2020

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 5, 2020 – March 8, 2020, May 15, 2020-May 17, 2020, and October 15, 2020-October 18, 2020.

If you have any questions feel free to contact me directly.

Sincerely,
F.W. Murray
Owner

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.

KARI LARSON
Print Name

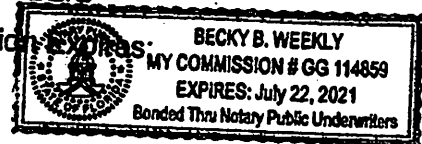
[Signature]
Signature

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 11th day of May, 2018.

Becky B. Weekly
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

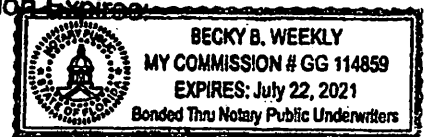
[Signature]
Signature

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 11th day of May, 2018.

Becky B. Weekly
NOTARY PUBLIC

My Commission Expires



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

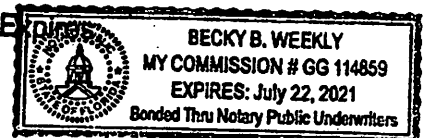
[Signature]
Signature

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 11th day of May, 2018.

Becky B. Weekly
NOTARY PUBLIC

My Commission Expires





Taylor County Fire Rescue



501 Industrial Park Dr. – Perry FL 32348

(850) 838-3522

Fax (850)838-3524

1/9/2020

To whom it may concern,

Taylor County Fire Rescue will provide fire coverage for the Iron Horse Mud Bog event beginning March 5th 2020. A dedicated fire watch consisting of two fire fighters and a fire apparatus shall be onsite March 5th, 6th, and 7th. The fire watch will begin at 08:00 AM each morning and conclude at 10:00 PM, conclusion time may be extended should the situation dictate.

At all times open to the public there will be Iron Horse staff on site with mobile Class ABC fire extinguishers. On the closing day of March 8th fire coverage will be provided by the event staff utilizing an established emergency plan that will have event staff utilize the mobile fire extinguishers and call 911 dispatch should a fire occur.

A handwritten signature in black ink, appearing to read "Dan Cassel".

Dan Cassel
Fire Chief



Taylor County Fire Rescue



501 Industrial Park Dr. – Perry FL 32348

(850) 838-3522

Fax (850)838-3524

1/15/2020

To whom it may concern,

Taylor County Fire Rescue will provide fire coverage for the Iron Horse Mud Bog ATV/UTV only event beginning on May 15th 2020. A dedicated fire watch consisting of a single fire fighter with basic fire suppression /medical equipment and direct radio communication with 911 dispatch on site on May 15th, 16th, and 17th. The fire watch will begin at 08:00 AM each morning and conclude at 10:00PM, conclusion time may be extended should the situation dictate.

At all times open to the public there will be Iron Horse staff on site with mobile Class ABC fire extinguishers. The event staff will utilize an established emergency plan.

A handwritten signature in black ink, appearing to read "Dan Cassel".

Dan Cassel
Fire Chief



Taylor County Fire Rescue



501 Industrial Park Dr. – Perry FL 32348

(850) 838-3522

Fax (850) 838-3524

1/15/2020

To whom it may concern,

Taylor County Fire Rescue will provide fire coverage for the Iron Horse Mud Bog event beginning on October 15th 2020. A dedicated fire watch consisting of two fire fighters and a fire apparatus shall be on site on October 15th, 16th, and 17th. The fire watch will begin at 08:00 AM each morning and conclude at 10:00PM, conclusion time may be extended should the situation dictate.

At all times open to the public there will be Iron Horse staff on site with mobile Class ABC fire extinguishers. On the closing day of October 18th fire coverage will be provided by the event staff utilizing an established emergency plan that will have event staff utilize the mobile fire extinguishers and call 911 dispatch should a fire occur

A handwritten signature in black ink, appearing to read "Dan Cassel".

Dan Cassel
Fire Chief



A partnership with Tallahassee Memorial HealthCare



Date: 01/17/2020

Ref: Iron Horse Mud Ranch Mud Bogs

This letter is to verify that Doctor's Memorial Hospital EMS will provide Advanced Life Support ambulance coverage to Iron Horse Mud Ranch Mud Bogs on the following dates in 2020 :

March 5th – March 8th

May 15th – May 17th

October 15th – October 18th

This coverage will include a dedicated ALS unit for the duration of each event.

Please feel free to contact me for more information.

Sincerely,

Zach Hale
EMS Director
Doctors Memorial Hospital

(850) 584-2227



GUARDIANS LLC

January 14, 2020

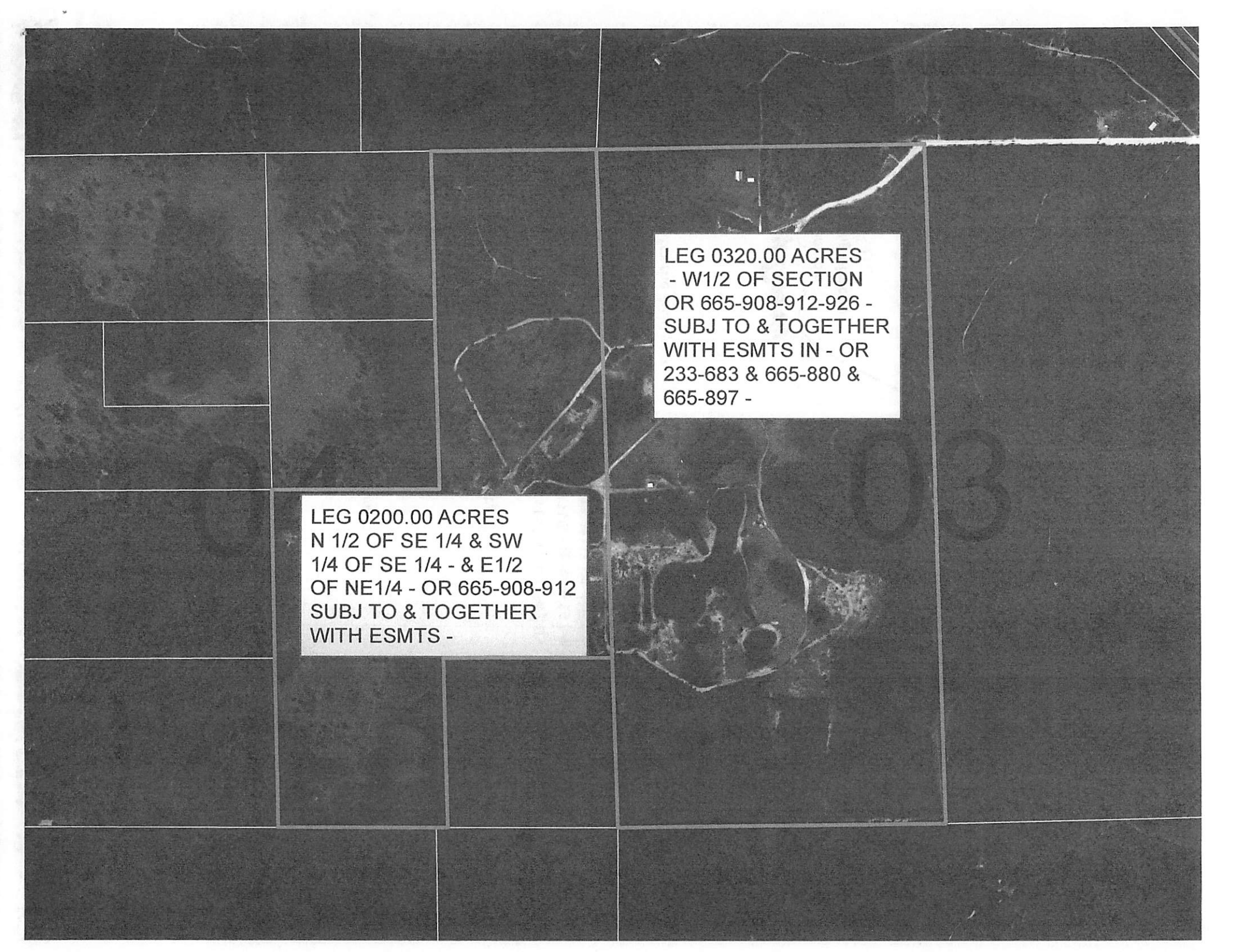
**Taylor County Board of County Commissioners
Park and Recreation Department
201 East Green Street
Perry, Florida 32347**

RE: Confirmation to provide private security

This Letter is to serve notice that Guardians LLC B1400294 / DS 1600008 is contracted with Iron Horse Mud Ranch Located at 8999 US Highway 19 South Perry Florida 32348, to provide licensed Security Officers Armed and Un-armed, for internal security for the Mud Bogg events scheduled for March 5th – 8th, May 15th – 17th and October 15th – 18th for 2020, In accordance with Taylor County's Ordinances. Dates are subject to change for the 2020 year.

Tracy Dowdy

**Tracy Dowdy
Managing Director
Guardian LLC**

An aerial photograph showing a land survey grid. The grid is composed of several rectangular sections. Two text boxes are overlaid on the image, providing details about specific land parcels. The background is a dark, grainy aerial view of the land, with some lighter areas indicating fields or roads.

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 -

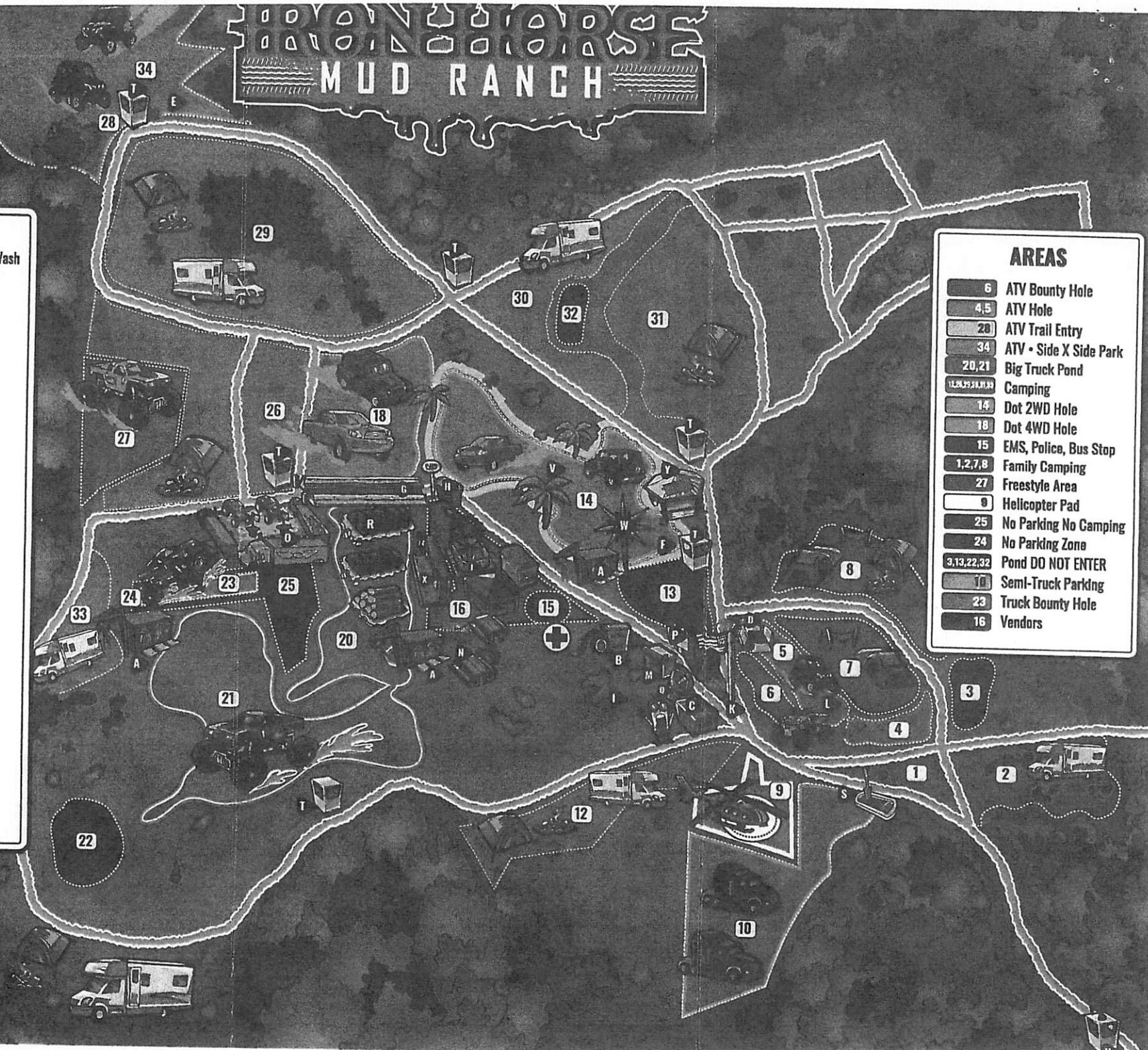
IRON HORSE MUD RANCH

ATTRACTIONS

- A** 3x Shower Stations/truck Wash
- B** Air Water Station
- C** Iron Horse Merchandise
- D** Atv Wash Station
- E** Back ATV Area
- F** Beach
- G** Bridge
- H** Bus Stop
- I** Compound Area(Off Limits)
- J** Death Ball
- K** Flag Pole
- L** Front ATV Area
- M** Fuel Station
- N** Henry's Hideaway
- O** Horsapower Village
- P** Kids Village
- Q** Media Center/atm
- R** Obstacle Course
- S** Rv Dump Station
- T** Security Booths
- U** Security Command Center
- V** Small Truck Pit
- W** Star
- X** Stage - Tug Pad
- Y** Tiki Hut

AREAS

- 6** ATV Bounty Hole
- 4,5** ATV Hole
- 20** ATV Trail Entry
- 34** ATV • Side X Side Park
- 20,21** Big Truck Pond
- 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34** Camping
- 14** Dot 2WD Hole
- 18** Dot 4WD Hole
- 15** EMS, Police, Bus Stop
- 1,2,7,8** Family Camping
- 27** Freestyle Area
- 9** Helicopter Pad
- 25** No Parking No Camping
- 24** No Parking Zone
- 3,13,22,32** Pond DO NOT ENTER
- 10** Semi-Truck Parking
- 23** Truck Bounty Hole
- 16** Vendors



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 Tuesday, February 18,
2020 at 9:15 a.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 5th -
March 8th, May 15th - May 17th,
and October 15th - October 18th,
2020 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.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider approval of bid specifications for replacement of the Doctor's Memorial Hospital Chiller

MEETING DATE REQUESTED:

February 18, 2020

Statement of Issue: Consider approval of bid specification

Fiscal Impact: \$350,000

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Hospital Staff

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Doctor's Memorial Hospital staff has determined that a chiller that serves that facility is in need of replacement. Based on this finding, a bid specification was prepared. The bid notice will be mailed to all local contractors and is intended to be advertised in the local newspaper twice prior to the deadline of April 3rd for receiving bids. Staff anticipates the bid opening to take place on April 6th.

Options:

1. Approve the bid specifications
2. Approve specifications with changes

Attachments:

1. Copy of bid specification



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, 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

NOTICE OF REQUEST FOR PROPOSALS DOCTORS MEMORIAL HOSPITAL NEW VARIABLE SPEED AIR COOLED SCREW CHILLER

The Taylor County Board of County Commissioners is soliciting sealed proposals for a new 300 nominal ton Variable Speed Air Cooled Screw Chiller to be installed at Doctors Memorial Hospital located at 555 North Byron Butler Parkway, Perry, Florida 32347.

Qualified firms or individuals desiring to provide the required services must submit the proposal packages in a sealed envelope or similar package marked "***Sealed Proposal for Doctors Memorial Hospital Chiller***" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on Friday, April 3, 2020. **All proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:00 P.M. local time, or as soon thereafter as practical, on Monday, April 6, 2020, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

Proposal information **MUST** be obtained from the Doctor's Memorial Hospital located at 555 N. Byron Butler Parkway, Perry, Florida 32347.

Required Proposal information:

1. **Firm Overview** – Provide firm information including, but not limited to, Physical Address, Date Established, Key Project Personnel, Current Insurance Coverages, and Ability to Provide Requested Services.
2. **Prior Related Experience** – Project Examples for last five years for which similar services have been provided. For each project, indicate (1) Project Name and Location, (2) Description of Project, (3) Owner Name, Address and Contact information, (4) Cost of Work and (5) Date Completed.
3. **Scope of Work** – Proposal detail. Refer to Attachment "A" for suggested scope of work.
4. **Fee** - Proposed pricing for building construction and all options.

5. **Project Timeline** – Provide timeline outlining proposed starting date, estimated length of project, and date of completion.

The County reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this request for proposals at any time and waive any irregularities in the proposal process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-12. **No faxed proposals will be accepted.**

For additional information contact:

Norman Heath
Doctors Memorial Hospital
555 N. Byron Butler Parkway
Perry, FL. 32347
(850) 584-0856
Cell: (850) 843-7776

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, 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

GENERAL PROPOSAL INFORMATION

2. Proposal information may be obtained from Doctor's Memorial Hospital, 555 N. Byron Butler Parkway, Perry, Florida 32347, (850) 584-0856.
3. Three (3) proposal packages must be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347 to arrive no later than 4:00 P.M., local time, Friday, April 3, 2020.
4. Proposals must be in a sealed envelope plainly marked on the outside: **"Sealed Proposals for Doctors Memorial Hospital Chiller"**.
5. **All proposals MUST have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.**
6. Proposals not received by the Clerk of Court prior to the specified time will not be considered and **will be returned to the respondent unopened.**
7. Once opened no proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
8. Respondents must complete and furnish with their proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
9. Proposals shall be received and respondents announced on Monday, April 6, 2020 at 6:00 P.M., or as soon thereafter as practical, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.
10. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this proposal at any time and waive any irregularities in the proposal process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest.

General Proposal Considerations
(Continued)

11. It is the responsibility of the respondents to fully understand and follow all project expectations.
12. All bids submitted, requiring General Liability and Workmen's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Taylor County as additional insured, or a statement from a insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of Insurance will be issued to the successful bidder/respondent within thirty (30) days of the acceptance of the bid, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any bidder/respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest bidder/respondent who meets all bid specifications.
13. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Taylor County Ordinance 2003-12.
14. The Taylor County Board of County Commissioners **Does Not Accept Faxed Proposals.**
15. Respondents who elect to send sealed proposals Overnight Express or Federal Express must send them to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.
16. For additional information, contact:

Norman Heath,
Doctor's Memorial Hospital
555 N. Byron Butler Parkway
Perry, Florida 32347

(850) 584-0856
Cell: (850) 843-7776



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

PROPOSAL CHECKLIST

Check Items Included:

- _____ 1. Required proposal information referenced above.
- _____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Considerations (**MUST BE INCLUDED**).
- _____ 3. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State, Articles of Incorporation, and Taylor County Workers Compensation Hold Harmless Agreement (**MUST BE INCLUDED WITH BID**).
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) (**AFFIDAVIT ENCLOSED**).

Checklist **Please include with proposal.**

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____, and after having obtained a State of Florida Worker's Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

DOCTORS MEMORIAL HOSPITAL NEW VARIABLE SPEED AIR COOLED SCREW CHILLER

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability claim, demand, action, cause of action, suit, loss, damage, expense, cost attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.
2. I also hereby indemnify and release Taylor County, 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 rehabilitation or any expense as a result of any injury on said project.
3. I hereby release Taylor County from any liability of whatever kind or nature as a result of any injury on the above project.
4. 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.
5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 2020,

WITNESS:

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, _____, 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 _____ day of _____, 2020.

NOTARY PUBLIC
My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 2020, 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. _____
for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is _____ and my relationship to the entity
name above is _____.

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. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are 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.

8. 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, share holders, 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 office 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)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

of _____, _____.

NOTARY PUBLIC

My commission expires: _____ FORM PUR 7068 (Rev. 11/89)

ATTACHMENT "A"

SCOPE OF WORK:

Doctors' Memorial Hospital – New variable speed air cooled screw chiller General scope of design and installation

- Design Build Chiller Installation with Professional engineering and Turnkey Installation:
- Furnish PE Stamped & Sealed Engineering drawings for the new chiller installation including Mechanical / Electrical / Pad design for permitting and ACHA stand-up review.
- Provide necessary permits for installation of the new chiller.
- Furnish and install (1) new 300 ton high efficiency variable speed screw air-cooled chiller Demo & dispose (3) existing McQuay chillers including refrigerant reclaim & disposal reporting Modify (1) existing equipment pad as needed for the new chiller to sit perpendicular to the bldg.
- Demo piping back existing chilled water valves
- Increase pipe size at chilled water valves to 8" and continue in 8" to the new chiller.
- Insulate new piping with foam glass and install aluminum jacket
- Furnish and install new thermostats, pressure gauges, flex connector..
- Install caps / blind flanges on unused chiller taps
- Provide new electrical equipment breaker for the new RTAF chiller
- Modify existing chilled water piping as needed to install and connect new chiller
- Provide wiring, conduit, breaker & power connection for new chiller
- Assist DMH existing controls vendor to connect via BACnet to the new chiller (Owner to hire controls vendor for final controls connections and incorporation with control sequence & graphics)
- Factory personal to perform factory start-up on the new chiller
- Check water flows and balance flow through the new chiller
- Furnish up to 4 hours of owner training for the new chiller
- 10 year Warranty – whole unit including AFD- Parts, Labor & refrigerant
- 10 year in-warranty service including 10 annual services, 10 annual coil cleaning and 30 quarterly inspections with electronic data log reporting.
- Furnish and install materials and circuitry for transfer switch to generator as per ACHA compliance. Transfer switch must operate automatically.

HVAC Guide Specification

Outdoor Air-cooled Liquid Chiller

Sintesis Variable Speed Air-cooled chiller 115 to 500 tons, Normal

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes design, performance criteria, refrigerants, controls and installation requirements for air-cooled rotary screw packaged chillers.

1.02 REFERENCES

- A. AHRI 550/590 – Standard for Water Chilling Packages using Vapor Compression Cycle
- B. AHRI 370 – Sound rating of Large Outdoor Refrigerating and Air-Conditioning Equipment
- C. ASHRAE 15 – Safety Code for Mechanical Refrigeration
- D. ASHRAE 90.1 – Energy Efficient Design of New Buildings
- E. ASME – Boiler and Pressure Vessel Code SEC VIII, Division 1
- F. UL 1995 – Central Cooling Air Conditions
- G. ASTM B117 – Standard Method of Salt Spray (Fog) Testing
- H. ASTM A123 – Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
- I. ASTM A525 – Zinc (Hot-Dip Galvanized) Coatings on Sheet Steel Products
- J. ASTM-D1654 – Evaluation of Painted or Coated Specimens, Subjected to Corrosive Environments
- K. ANSI/AFBMA 9-1978 – Load ratings and Fatigue Life for Ball Bearings
- L. ISO 9001
- M. California Administrative Code – Title 24

1.03 SUBMITTALS

- A. Submit dimensional plan and elevation view drawings, weights and loadings required clearances, location and size of all field connections, electrical requirements and wiring diagrams.
- B. Submit product data indicating rated capacities, accessories and any special data.
- C. Submit manufacture's installation instructions.

1.04 REGULATORY REQUIREMENTS

- A. Comply with codes and standards specified.
- B. Chiller must be built in an ISO 9001 classified facility.

1.05 VERIFICATION OF CAPACITY AND EFFICIENCY

- A. All proposals for chiller performance must include an AHRI approved selection method. Verification of date and version of computer program selection or catalog is available through AHRI.

1.06 DELIVERY, HANDLING AND STORAGE

- A. Comply with Manufacture's installation instructions for rigging, unloading, and transporting chillers.
- B. Chiller shall be capable of withstanding -40°F (-40°C) to 158°F (70°C) storage temperatures for an indefinite period of time.

PART 2 PRODUCTS

2.06 ACCEPTABLE MANUFACTURES

- A. Alternate manufactures must be pre-approved to bid 2 weeks prior to bid.

2.07 CHILLER DESCRIPTION

- A. The contractor shall furnish and install air-cooled water chiller with screw compressors as shown as scheduled on the contract documents. The chillers shall be installed in accordance with this specification and perform at the specified conditions as scheduled.

2.08 CHILLER OPERATION

- A. Chiller shall be capable of starting and running at outdoor ambient temperatures from 14°F (-10° C) to 115°F (46°C).
- B. Chiller shall be capable of operating with a leaving solution temperature range 40 to 68°F (4.4 to 20°C) without glycol.
- C. Chiller shall be capable of starting up with 95°F (35°C) entering fluid temperature to the evaporator. Maximum water temperature that can be circulated with th Chiller not operating is 108°F (52°C).
- D. Chiller shall provide evaporator freeze protection and low limit control to avoid low evaporator refrigerant temperature trip-outs during critical periods of chiller operation. Whenever this control is in effect, the controller shall indicate that the chiller is in adaptive mode. If the condition exists for more than 30 seconds, a limit warning alarm relay shall energize.
- E. Rapid Restart after power restoration. The Chiller shall be capable if starting in 45 seconds.

2.09 COMPRESSORS

- A. Construct chiller using semi-hermetic, variable speed drive, helical rotary screw compressors.
- B. Provide compressor motor that is suction gas cooled with robust construction and system design protection.
- C. Provide oil lubrication system with oil charging valve and oil filter to ensure adequate lubrication during starting, stopping and normal operation.
- D. Provide compressor heater to evaporate refrigerant returning to compressor during shut down. Energize heater when compressor is not operating.
- E. Provide compressor with automatic capacity reduction equipment consisting of capacity control via variable speed drive and/or slide valve. Compressor must start unloaded for soft start on motors.
- F. Chiller shall be capable of operation down to 15% load without hot gas bypass.

2.10 EVAPORATOR

- A. The evaporator shall be designed, tested and stamped in accordance with ASMR code for a refrigerant side working pressure of 200 psig. Waterside working pressure shall be 150 psig.
- B. Insulate the evaporator with a minimum of 0.75 inch (K=0.28_ UV rated insulation. If the insulation is field installed, the additional money to cover material and installation costs in the field should be included in the bid.
- C. Evaporator heaters shall be factory installed and shall protect chiller down to -4°F (-20°C). Contractor shall wire separate power to energize heat tape and protect evaporator while chiller is disconnected from the main power.
- D. Provide shell and tube type evaporator, seamless or welded steel construction with cast iron or fabricated steel hands, seamless internally and externally finned copper tubes, roller expanded into tube sheets.
- E. Provide ability to remove evaporator tubes from either end of the heat exchanger.
- F. Evaporator shall have cleanable tubes.
- G. Provide water drain connection, vent and fittings. Factory installed leaving water temperature control and low temperature cutout sensors.
- H. Water connections shall be grooved pipe.
- I. Proof of flow shall be provided by the equipment manufacture, mechanically installed and electrically wired at the factory of origin.

2.11 FANS

- A. Fans shall be dynamically balanced and direct driven.
- B. All condenser fan TEAO motors have permanently lubricated ball bearings and external overload protection.
- C. All condenser fans shall have drives to provide variable speed for optimized efficiency.

2.12 CONDENSER

- A. Construct condenser coils of microchannel all aluminum brazed fin construction. The condenser coils shall have an integral sub-cooling circuit and shall be designed for at least 350 psig working pressure. Leak tested at 1.5 times working pressure. Coils can be cleaned with high pressure water.
- B. Condenser coils shall be transverse design. If coils are not transverse design, provide coil protection for shipping.

2.13 ENCLOSURES/CHILLER CONSTRUCTION

- A. Chiller panels, base rails and control panels shall be finished with a baked on powder paint. Control panel doors shall have door trays.
- B. Mount starters and Terminal Blocks in a UL 1995 rated weatherproof panel provided with full opening access doors. If a circuit breaker is chosen, it should be a lockable, through-the-door type with an opening handle and clearly visible from outside of chiller indicating if power is on or off.
- C. The coating or paint system shall withstand 500 hours in a salt-spray fog test in accordance with ASTM B117

2.14 CHILLER MOUNTED VARIABLE SPEED DRIVE (VSD)

- A. The water chiller shall be furnished with an air cooled variable speed drive (VSD) as shown on the drawings.
- B. The VSD efficiency shall be 97% or better at full speed and full load. Fundamental displacement power factor shall be minimum of 0.96 at all loads for VSD. All other starters shall have a minimum displacement power factor of 0.85.
- C. Power semi-conductor and capacitor cooling shall be from liquid or air cooled heatsink.

2.15 REFRIGERANT CIRCUIT

- A. All chillers shall have 2 refrigeration circuits, each with one or two (manifolded) compressor (s) on each unit.
- B. Provide for refrigerant circuit
 1. Liquid line shutoff valve

2. Suction service valve
3. Discharge service valve
4. Filter (replaceable core type)
5. Liquid line sight glass
6. Electronic expansion valve sized for maximum operating pressure
7. Charging valve
8. Discharge and oil line check valves
9. High side pressure relief valve
10. Integrated oil loss sensor

C. Full operating charge of R134a and oil.

1. Provide a fully convertible and compatible next generation low GWP refrigerant chiller.
2. If the chiller cannot be factory supplied as a fully convertible and compatible next generation low GWP refrigerant chiller, then the contractor shall provide a field retrofit or a refrigerant guarantee.

2.16 CONTROLS

- A. A color, touch sensitive liquid crystal display (LCD) shall be unit mounted and a minimum of 7" diagonal. Animated graphical representations of chiller subsystem operation shall be used to enhance the user interface.
- B. Display shall consist of a menu driven interface with easy touch screen navigation to organized sub-system reports for compressor, evaporator and motor information as well as associated diagnostics.
- C. The chiller control panel shall provide password protection of all set points
- D. The controller shall have the ability to display all primary sub-system operational parameters on dedicated trending graphs. The operator must be able to create up to 6 additional custom trend graphs, choosing up to 10 unique parameters for each graph to trend log data parameters simultaneously over an adjustable period and frequency polling.
- E. Chilled water temperature control shall be microprocessor-based, proportional and integral controller to show water and refrigerant temperature, refrigerant pressure and diagnostics. This microprocessor based controller is to be supplied with each chiller by the chiller manufacturer.
- F. The front of the chiller control panel shall display the following in clear language, without the use of codes, look up tables, or gauges:
 1. Run time.
 2. Number of starts.
 3. Current chiller operating mode.
 4. Chilled water set point and set point source.
 5. Electrical current limit set point and set point source.
 6. Entering and leaving evaporator water temperatures.
 7. Saturated evaporator and condenser refrigerant pressure.
 8. Evaporator and condenser refrigerant pressure.

9. Oil tank pressure.
 10. Oil pump discharge pressure.
 11. Differential oil pressure.
 12. Compressor motor current per phase.
 13. Compressor motor percent RLA.
 14. Compressor motor voltage per phase
 15. Phase reversal/unbalance/single phasing and over/under voltage protection.
 16. Low chilled water temperature protection.
 17. High and low refrigerant pressure protection.
 18. Load limit thermostat to limit compressor loading on high return water temperature.
 19. Condenser fan sequencing to automatically cycle fans in response to load, expansion valve pressure, condenser pressure and differential pressure to optimize chiller efficiency.
 20. Display diagnostics.
 21. Oil pressure control based off of maintaining system differential pressure.
 22. Compressors: Status (on/off), %RLA, anti-short cycle timer and automatic compressor lead-lag.
 23. Oil loss indication.
- G. On chiller, mount weatherproof control panel, containing starters, power and control wiring, factory wired with terminal block power connection. Provide primary and secondary fused control power transformer.
- H. The chiller controller shall utilize a microprocessor that will automatically take action to prevent chiller shutdown due to abnormal operating conditions associated with: evaporator refrigerant temperature, high condensing pressure and motor current overload.
- I. Provide the following safety controls with indicating lights or diagnostic readouts.
1. Low chilled water temperature protection.
 2. High refrigerant pressure.
 3. Low oil flow protection.
 4. Loss of Oil diagnostic.
 5. Loss of chilled water flow.
 6. Contact for remote emergency shutdown.
 7. Motor current overload.
 8. Phase reversal/unbalance/single phasing.
 9. Over/under voltage.
 10. Failure of water temperature sensor used by controller.
 11. Compressor status (on or off).
- J. Provide the following operating controls:
1. A variable method to control capacity in order to maintain leaving chilled water temperature based on PI algorithms. Five minute solid state anti-recycle timer to prevent compressor from short cycling. Compressor minimum stop-to-start time limit shall be 2 minutes. If a greater than 5 minute start-to-start or greater than 2 minutes stop-to-start is included, hot

- gas bypass shall be provided to insure accurate chilled water temperature control in light load applications.
2. Chilled water pump output relay that closes when the chiller is given a signal to start.
 3. Load limit thermostat to limit compressor loading on high return water temperature to prevent nuisance trip outs.
 4. High ambient unloader pressure controller that unloads compressors to keep head pressure under control and help prevent high pressure nuisance trip outs on days when outside ambient is above design.
 5. Compressor current sensing unloader chiller that unloads compressors to help prevent current overload nuisance trip outs.
 6. Low ambient lockout control with adjustable set point.
 7. Condenser fan sequencing which adjusts the speed of all fans automatically in response to ambient, condensing pressure and expansion valve pressure differential thereby optimizing chiller efficiency.
- K. Provide user interface on the front of the panel. If display is on the inside of the panel, then a control display access door shall be provided to allow access to the display without removal of panels. Provide user interface with minimum of the following features:
1. Leaving chilled water set point adjustment from LCD input
 2. Entering and leaving chilled water temperature output
 3. Percent RLA output for each compressor
 4. Pressure output of condenser
 5. Pressure output of evaporator
 6. Ambient temperature output
 7. Voltage output
 8. Current limit set point adjustment from LCD input
- L. The chiller control panel shall provide leaving chilled water temperature reset based upon return water temperature.

2.17 SOUND

- A. Acoustics: Manufacturer must provide both sound power and sound pressure data in decibels. Sound pressure data per AHRI 370 must be provided in 8 octave band format at full load. In addition, A-weighted sound pressure at 30 feet should be provided at 100%, 75%, 50% and 25% load points to identify the full operational noise envelope.
- B. If manufacturer cannot meet the noise levels, sound attenuation devices and/or barrier walls must be installed to meet this performance level.

2.18 OPTIONS AND ACCESSORIES

WARRANTY

OEM provides several Extended Warranty options to include:

Parts – whole unit (1st year to 10th year)
Labor – whole unit (1st year to 10th year)

Refrigerant (1st year to 10th year)

CHILLER OPERATION

LOW AMBIENT OPERATION: Chiller shall be able to start and operate in ambient conditions down to -4°F (-20°C) and up to 115°F (46°C). Low ambient operation is accomplished with factory installed and tested protection. If field installed low ambient solution is used this shall be purchased and installed at contractor expense.

CHILLER MOUNTED VARIABLE SPEED DRIVE (VSD)

High short circuit rating (SCCR) pf 65kA for 380V and 460V chillers with selection of high fault protection device. Standard SCCR of 35kA for 380V and 460V with selection of standard fault protection device. Only available in single point power for 115T to 250T and dual point power for 280T to 500T

REFRIGERANT CIRCUIT

Full operating charge of R513A and oil.

CONTROLS

Digital Communications to BAS system shall consist of a BACnet MS/TP Interface via a single twisted pair wiring.

The chiller control panel shall provide input for leaving chilled water temperature set point based upon a 2-10VDC or 4-20mA signal from a building automation system.

The chiller control panel shall provide an output for chiller Percent Capacity via a 2-10VDC or 4-20mA signal to a building automation system.

ACCESSORIES

Chiller shall have full architectural louvers panels.

PART 3 EXECUTION

3.06 INSTALLATION

A. Install in accordance with manufacturer's requirements.

1. Level the chiller using the base rail as a reference. The chiller must be level within ½ in over the entire length and width. Use shims as necessary to level the chiller.

- A. Startup – Provide all labor and materials to perform startup. Startup shall be performed by a factory-trained technician from the original equipment manufacturer (OEM). Technician shall confirm that equipment has been correctly installed and passes specification checklist prior to equipment becoming operational and covered under OEM warranty. This shall be done in strict accordance with manufacture's specifications and requirements. Third-party service agencies are not permitted.
- B. A start-up log shall be furnished by the factory approved start-up technician to document the chill's start-up date and shall be signed by the owner or his authorized representative prior to commissioning the chillers.
- C. Chiller manufactures shall maintain service capabilities no more than 25 miles from jobsite.
- D. Provide local service agent with direct access to factory support on equipment.

DOCTORS MEMORIAL HOSPITAL CHILLER REPLACEMENT

TOTAL BID: \$ _____

Bidder 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 the base bid and any of the listed options they so choose.

COMPANY NAME: _____

SUBMITTED BY: _____
Print Name

Signature

Date

(please place this sheet at the front of the bid package)

(9)

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 **GENERAL FUND** for the fiscal period ending September 30, 2020, 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 **GENERAL FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$2,298	001-3899010	Cash Carry Forward EMS Grant
\$2,298	0275-55201	Gen. Operating Supplies

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 18th day of February, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor _____ Chairman

The actual balance of **designated funds** at FYE '19 was more than projected/budgeted in the FY '20 budget

Dannielle Welch

From: Melody Cox <melody.cox@taylorcountygov.com>
Sent: Tuesday, January 28, 2020 1:25 PM
To: Dannielle Welch
Cc: Jami Boothby; LaWanda Pemberton
Subject: Re: EMS (Dept of Health) Grant FY19 - Dept 0275

Its carry forward. There is not a contract for that grant. Jami- just take Dannielle a copy of application and award letter. DO H doesn't send contracts on EMS Grant's. Forestry doesn't either.

On Jan 28, 2020 12:00 PM, Dannielle Welch <dwelch@taylorclerk.com> wrote:
Hey Jami!!

For the EMS/Dept of Health grant for fiscal year 19 --- the budget was for \$3500 and we received \$2298 --- but I don't have any paperwork for it (agreement, request, etc) --- can you please send it to me?

Also, I am showing that we didn't expend any monies (department 0275) --- do you know if this is a carry forward or do we need to return it?

Thank you!!

Dannielle Welch
County Finance Director
Taylor County, FL
P.O. Box 620
Perry, FL 32348
850-838-3506 ext. 122

55201
Gen. operating
supplies.

Need to amend
budget 'FY'20

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.

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 **GENERAL FUND** for the fiscal period ending September 30, 2020, 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 **GENERAL FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$42,013	001-3899010	Cash Carry Forward State Aid Library -
\$42,013	0431-56400	Capital Outlay / 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 18th day of February, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

The actual balance of **designated funds** at FYE '19 was more than projected/budgeted in the FY '20 budget

STATE AID LIBRARY FUNDS

BEGINNING BALANCE 10/1/18		\$34,472.57
FY 2018/19 RECEIPTS		\$79,410.00
State Aid Grant	3347100	
FY 2018/19 EXPENDITURES	0431	<u>(\$71,869.34)</u>
ENDING BALANCE 9/30/2019		<u><u>\$42,013.23 (*)</u></u>

(*) This amount is reserved on the balance sheet (001-2470022).
Remaining funds are carried forward to the following year budget.

Need to amend
budget to reflect
the unused
monies.

DMW
State Aid Library Funds (1/15/20 dmw)

1/15/20 emailed
lawanda for exp. acct
for resolution

RESOLUTION

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 **GENERAL FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

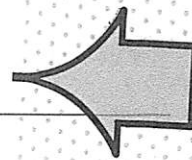
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$11,750	001-3899010	Cash Brought Forward
Expenditures:		
\$11,750	0331-53401	Contractor Road Repaving Contractual Services

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 18th day of February, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
& DATE**

The actual balance of **designated funds** at FYE '19 was more than projected / budgeted in the FY '20 budget

SUNGARD PENTAMATION, INC.
DATE: 01/15/2020
TIME: 15:24:33

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTAIL

SELECTION CRITERIA: expdedgr.key_orgn='0331'
ACCOUNTING PERIOD: 13/19

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0331 CONTRACTOR ROAD REPAVING

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	36,950.00	36,950.00	.00	.00	36,950.00	.00
53401	CONTRACTUAL SERVICES	120,255.00	120,255.00	.00	.00	120,255.00	.00
54902	LEGAL ADVERTISING	500.00	500.00	.00	.00	500.00	.00
54907	LICENSE/PERMIT/REGISTRAT	200.00	200.00	.00	.00	200.00	.00
	TOTAL CONTRACTOR ROAD REPAVIN	157,905.00	157,905.00	.00	.00	157,905.00	.00
	TOTAL GENERAL FUND	157,905.00	157,905.00	.00	.00	157,905.00	.00
	TOTAL REPORT	157,905.00	157,905.00	.00	.00	157,905.00	.00

Budget 146,155

need to amend by \$11,750

emailed Kenneth.

1/15/20

Daw

Dannielle Welch

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Wednesday, January 15, 2020 3:42 PM
To: Dannielle Welch; LaWanda Pemberton
Subject: RE: DEPT 0331 / Contractor Road Repaving

Please add the following:

\$11,750 to 0331-53401 Contractual Services

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: Dannielle Welch <dwelch@taylorclerk.com>
Sent: Wednesday, January 15, 2020 3:27 PM
To: Kenneth Dudley <county.engineer@taylorcountygov.com>; LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: DEPT 0331 / Contractor Road Repaving

Hey Kenneth!! This is the last one ☺

Regarding 0331 – the actual remaining CF amount was \$157,9005 so I need to amend the budget by \$11,750 --- can you let me know which accounts you would like this shown in?

Thanks!

Dannielle Welch
County Finance Director
Taylor County, FL
P.O. Box 620
Perry, FL 32348
850-838-3506 ext. 122

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.

RESOLUTION

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, 2020, to be in excess of the advertised budget.

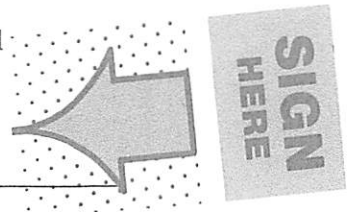
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$3,800	107-3699021	Misc - SCBA Refills
Expenditures:		County Fire Department -
\$3,800	0192-54620	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 18th day of February, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



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

GP Cellulose, LLC20 Mercer Street
Hackensack, NJ 07601VENDOR NUMBER
G194551DATE
02-04-2020CHECK NUMBER
508535

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER # PO # CNTR #
01/31/20	1312020	600.00	.00	600.00	00343545

Per Dan - 0192-54620

TOTALS	600.00	.00	600.00
---------------	--------	-----	--------

Detach check along this perforation.

THIS DOCUMENT CONTAINS VOID PANTOGRAPH, MICROPRINT BORDER, THERMOCHROMIC INK AND ARTIFICIAL WATERMARK.

**GP Cellulose, LLC**20 Mercer Street
Hackensack, NJ 07601JPMorgan Chase Bank, N.A.
Syracuse, NY50-937
213

CHECK #: 0000508535

DATE: 02-04-2020

*Press or rub with finger.
If the green colored symbol disappears,
this document is authentic.

PAY EXACTLY \$*****600.00

Six Hundred and 00/100 Dollars

PAY TO THE
ORDER OFTAYLOR COUNTY BOARD
PO BOX 620
PERRY FL 32348-0620*Patrick J. Boushka*

⑈0000508535⑈ ⑆021309379⑆

601875222⑈

GP Cellulose, LLC20 Mercer Street
Hackensack, NJ 07601

VENDOR NUMBER

G194551

DATE

02-03-2020

CHECK NUMBER

508490

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER # PO # CNTR #
01/30/20	1302020	600.00	.00	600.00	00343545

Per Dan - 0192-54620

Dwelch

TOTALS

600.00

.00

600.00

Detach check along this perforation.

THIS DOCUMENT CONTAINS VOID PANTOGRAPH, MICROPRINT BORDER, THERMOCHROMIC INK AND ARTIFICIAL WATERMARK.

**GP Cellulose, LLC**20 Mercer Street
Hackensack, NJ 07601JPMorgan Chase Bank, N.A.
Syracuse, NY50-937
213

CHECK #: 0000508490

DATE: 02-03-2020

*Press or rub with finger.
If the green colored symbol disappears,
this document is authentic.

PAY EXACTLY \$*****600.00

Six Hundred and 00/100 Dollars

PAY TO THE
ORDER OFTAYLOR COUNTY BOARD
PO BOX 620
PERRY FL 32348-0620*Patrick J. Boushke*

⑈0000508490⑈ ⑆021309379⑆

601875222⑈

GP Cellulose, LLC20 Mercer Street
Hackensack, NJ 07601VENDOR NUMBER
G194551DATE
01-22-2020CHECK NUMBER
508129

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER # PO # CNTR #
01/16/20	1162020	500.00	.00	500.00	00343545

TOTALS

500.00

.00

500.00

Detach check along this perforation.

THIS DOCUMENT CONTAINS VOID PANTOGRAPH, MICROPRINT BORDER, THERMOCHROMIC INK AND ARTIFICIAL WATERMARK.

**GP Cellulose, LLC**20 Mercer Street
Hackensack, NJ 07601JPMorgan Chase Bank, N.A.
Syracuse, NY

CHECK #: 0000508129

DATE: 01-22-2020

50-937
213*Press or rub with finger.
If the green colored symbol disappears,
this document is authentic.

PAY EXACTLY \$*****500.00

Five Hundred and 00/100 Dollars

PAY TO THE ORDER OF: TAYLOR COUNTY BOARD
PO BOX 620
PERRY FL 32348-0620*Patricia J. Boushka*

⑈0000508129⑈ ⑆021309379⑆

601875222⑈

GP Cellulose, LLC20 Mercer Street
Hackensack, NJ 07601VENDOR NUMBER
G194551DATE
01-16-2020CHECK NUMBER
507955

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER # PO # CNTR #
01/09/20	1092020	1,500.00	.00	1,500.00	00343545
01/07/20	1072020	600.00	.00	600.00	00343545

RECEIVED

JAN 22 2020

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA**TOTALS**

2,100.00

.00

2,100.00

Detach check along this perforation.

THIS DOCUMENT CONTAINS VOID PANTOGRAPH, MICROPRINT BORDER, THERMOCHROMIC INK AND ARTIFICIAL WATERMARK.

**GP Cellulose, LLC**20 Mercer Street
Hackensack, NJ 07601JPMorgan Chase Bank, N.A.
Syracuse, NY50-937
213

CHECK #: 0000507955

DATE: 01-16-2020

"Press or rub with finger.
If the green colored symbol disappears,
this document is authentic."

PAY EXACTLY \$*****2,100.00

Two Thousand One Hundred and 00/100 Dollars

PAY TO THE
ORDER OFTAYLOR COUNTY BOARD
PO BOX 620
PERRY FL 32348-0620*Patrick J. Boushke*

⑈0000507955⑈ ⑆021309379⑆

601875222⑈

RESOLUTION

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 **SCOP ROAD PROJECT (East Ellison Road) FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

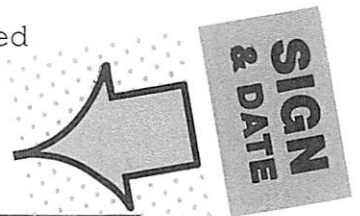
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$95,964	172-3344905	SCOP Grant - Revenue
		SCOP East Ellison Road
\$23,424	0334-53101	Professional Services
\$72,540	0334-53401	Contractual Services

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 18th day of February, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



Balance of Grant Funding at 2019 FYE not included in the 2020 FY Budget

East Ellison Road (SCOP) Dept 0334 / Fund 170

BEGINNING BALANCE 10/1/18 \$ 254,636.00

REVENUE \$ -
received \$ -

EXPENDITURES \$ 37.33

ENDING BALANCE 9/30/19 \$ 254,598.67 —> actual CF

158,635 —> budgeted CF

\$ 95,964 amount to
amend budget

SCOP E Ellison (01/15/20 dmw)

1/15/20 emailed
Kenneth for accts
on resolution.

Dannielle Welch

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Wednesday, January 15, 2020 3:20 PM
To: Dannielle Welch; LaWanda Pemberton
Subject: RE: DEPT 0334 / E Ellison Rd

Please add the following:

\$23,424 to 0334-53101 Professional Services

\$72,540 to 0334-53401 Contractual Services

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: Dannielle Welch <dwelch@taylorclerk.com>
Sent: Wednesday, January 15, 2020 2:39 PM
To: Kenneth Dudley <county.engineer@taylorcountygov.com>; LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: DEPT 0334 / E Ellison Rd

Hey Kenneth!!

I am working on FYE analysis and CF (so you may get more than one email).

Regarding 0334 – the actual remaining grant amount was \$254,599 so I need to amend the budget by \$95,964 --- can you let me know which accounts you would like this shown in?

Thanks!

Dannielle Welch
County Finance Director
Taylor County, FL
P.O. Box 620
Perry, FL 32348
850-838-3506 ext. 122

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.

East Ellison Road (SCOP) Dept 0334 / Fund 170

BEGINNING BALANCE 10/1/18 \$ 254,636.00

REVENUE \$ -
received \$ -

EXPENDITURES \$ 37.33

ENDING BALANCE 9/30/19 \$ 254,598.67 → actual CF

158,635 → budgeted CF

\$ 95,964 amount to
amend budget

SCOP E Ellison (01/15/20 dmw)

1/15/20 emailed
Kenneth for accts
on resolution.

RESOLUTION

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 **SCRAP ROAD PROJECT (East Ellison Road) FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

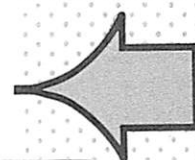
BE IT RESOLVED that the listed receipts and appropriations be transferred from the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$57,161	170-3344906	SCRAP Grant - Revenue
\$57,161	0332-53401	SCRAP Project/E. Ellison Road Contractual Services

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 18th day of February, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
& DATE**

Balance of Grant Funding at 2019 FYE not included in the
2020 FY Budget

East Ellison Road (SCRAP) Dept 0332 / Fund 170

BEGINNING BALANCE 10/1/18 \$ 155,821.00

REVENUE

received \$ 24.01

EXPENDITURES \$ (24.01)

ENDING BALANCE 9/30/19 \$ 155,796.99

actual CF @ 9/30/19

Budgeted CF = 98,635

need to amend budget by
\$ 57,161.

RESOLUTION

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 **SCRAP ROAD PROJECT (North Ellison Road) FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

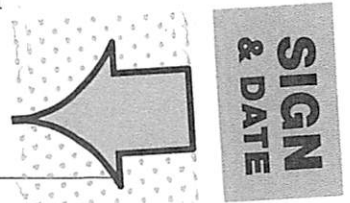
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$80,605	171-3344906	SCRAP Grant - Revenue
		SCRAP North Ellison Road
\$14,976	0333-53101	Professional Services
\$42,210	0333-53401	Contractual Services

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 18th day of February, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



Balance of Grant Funding at 2019 FYE not included in the 2020 FY Budget

North Ellison Road (SCRAP) Dept 0333 / Fund 171

BEGINNING BALANCE 10/1/18

\$ 233,053.00

REVENUE

\$ -

received \$ -

→ received 38,66
in reimbursement
DMW

EXPENDITURES

\$ 38.66

ENDING BALANCE 9/30/19

\$ 233,014.34



Actual CF balance @ 9/30/19

Budgeted \$152,409

need to amend budget
by \$80,605

SCRAP North Ellison Rd Dept 0333 (01/15/20 dmw)

DMW

1/15/20 emailed
Kenneth for expense
acct for resolution

Dannielle Welch

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Wednesday, January 15, 2020 2:55 PM
To: Dannielle Welch; LaWanda Pemberton
Subject: RE: DEPT 0333 - N Ellison Rd

Please add the following:

\$28,800 to 0333-53101 Professional Services

\$51,805 to 0333-53401 Contractual Services

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: Dannielle Welch <dwelch@taylorclerk.com>
Sent: Wednesday, January 15, 2020 2:32 PM
To: Kenneth Dudley <county.engineer@taylorcountygov.com>; LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: DEPT 0333 - N Ellison Rd

Hey Kenneth!!

I am working on FYE analysis and CF (so you may get more than one email).

Regarding 0333 – the actual remaining grant amount was \$233,014 so I need to amend the budget by \$80,605 --- can you let me know which accounts you would like this shown in?

Thanks!

Dannielle Welch
County Finance Director
Taylor County, FL
P.O. Box 620
Perry, FL 32348
850-838-3506 ext. 122

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.

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 **SCRAP ROAD PROJECT (Houck Road) FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

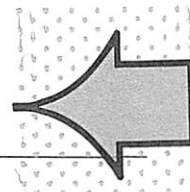
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$16,485	178-3344906	SCRAP Grant - Revenue
\$16,485	0344-53401	SCRAP Proj-Houck Rd Contractual Services

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 18th day of February, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



Balance of Grant Funding at 2019 FYE not included in the 2020 FY Budget

Houck Road (SCRAP) Dept 0344 / Fund 178

BEGINNING BALANCE 10/1/18

\$ 966,738.00

REVENUE

received \$ 85,665.00

EXPENDITURES

\$ 94,665.00

ENDING BALANCE 9/30/19

\$ 872,073.00

→ actual CF @ 9/30/19

\$ 855,588 → amt. budgeted.

\$ 16,485 amt needed to
amend budget

DMW
SCRAP Foley Cut Off Dept 0339 (01/15/20 dmw)

1/15/20

mailed Kenneth for
accounts for resolution

Dannielle Welch

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Wednesday, January 15, 2020 3:39 PM
To: Dannielle Welch; LaWanda Pemberton
Subject: RE: DEPT 0344 / Houck Rd

Please add the following:

\$16,485 to 0344-53401 Contractual Services

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: Dannielle Welch <dwelch@taylorclerk.com>
Sent: Wednesday, January 15, 2020 3:23 PM
To: Kenneth Dudley <county.engineer@taylorcountygov.com>; LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: DEPT 0344 / Houck Rd

Hey Kenneth!!

Regarding 0344 – the actual remaining grant amount was \$872,073 so I need to amend the budget by \$16,485 --- can you let me know which accounts you would like this shown in?

Thanks!

Dannielle Welch
County Finance Director
Taylor County, FL
P.O. Box 620
Perry, FL 32348
850-838-3506 ext. 122

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.

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 **SCRAP ROAD PROJECT (Foley Cutoff Road) FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

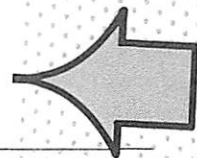
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$113,166	176-3344906	SCRAP Grant Revenue
		SCRAP Foley Cutoff Road
\$30,000	0339-53101	Professional Services
\$83,166	0339-53401	Contractual Services

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 18th day of February, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



Balance of Grant Funding at 2019 FYE not included in the 2020 FY Budget

SCRAP Foley Cut Off Road

Foley Cut Off Road (SCRAP) Dept 0339 / Fund 176

BEGINNING BALANCE 10/1/18 \$ 725,075.00

REVENUE \$ -
received \$ -

EXPENDITURES \$ (16,070.10)

ENDING BALANCE 9/30/19 \$ 709,004.90 → actual CF @ 9/30/19

\$ 595,839 → amt. budgeted

\$ 113,166 amt to amend

SCRAP Foley Cut Off Dept 0339 (01/15/20dmw)

1/15/20 emailed Kenneth
for accounts on the
resolution.

Dannielle Welch

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Wednesday, January 15, 2020 3:36 PM
To: Dannielle Welch; LaWanda Pemberton
Subject: RE: DEPT 0339 / Foley Cut Off

Please add the following:

\$30,000 to 0339-53101 Professional Services

\$83,166 to 0339-53401 Contractual Services

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: Dannielle Welch <dwelch@taylorclerk.com>
Sent: Wednesday, January 15, 2020 2:52 PM
To: Kenneth Dudley <county.engineer@taylorcountygov.com>; LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: DEPT 0339 / Foley Cut Off

Hey Kenneth!!

Regarding 0339 – the actual remaining grant amount was \$709,005 so I need to amend the budget by \$113,166 --- can you let me know which accounts you would like this shown in?

Thanks!

Dannielle Welch
County Finance Director
Taylor County, FL
P.O. Box 620
Perry, FL 32348
850-838-3506 ext. 122

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.

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 **SCRAP ROAD PROJECT (Pinecrest Road) FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

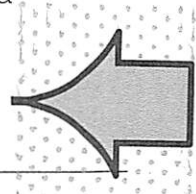
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$14,000	177-3344906	SCRAP Grant Revenue
\$14,000	0343-53401	SCRAP Foley Cutoff Road Contractual Services

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 18th day of February, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
& DATE**

**Balance of Grant Funding at 2019 FYE not included in the
2020 FY Budget**

Pinecrest Road (SCRAP) Fund 177 / Dept 0343

BEGINNING BALANCE 10/1/18 \$ 300,000.00

REVENUE

received \$ 50,375.00

EXPENDITURES

\$ 50,500.00

ENDING BALANCE 9/30/19

\$ 249,500.00

→ CF bal @ 9/30/19

\$ 235,500 → amt budgeted

\$ 14,000 amount to
amend budget.

dmw
SCRAP Foley Cut Off Dept 0339 (01/15/20 dmw)

1/15/20 emailed
Kenneth reg. accts
for resolution

Dannielle Welch

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Wednesday, January 15, 2020 3:30 PM
To: Dannielle Welch; LaWanda Pemberton
Subject: RE: DEPT 0343 / Pinecrest

Please add the following:

\$14,000 to 0343-53401 Contractual Services

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: Dannielle Welch <dwelch@taylorclerk.com>
Sent: Wednesday, January 15, 2020 3:14 PM
To: Kenneth Dudley <county.engineer@taylorcountygov.com>; LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: DEPT 0343 / Pinecrest

Hey Kenneth!!

Regarding 0343 – the actual remaining grant amount was \$249,500 so I need to amend the budget by \$14,000 --- can you let me know which accounts you would like this shown in?

Thanks!

Dannielle Welch
County Finance Director
Taylor County, FL
P.O. Box 620
Perry, FL 32348
850-838-3506 ext. 122

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.

RESOLUTION

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 **AIRPORT FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

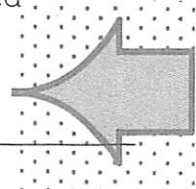
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$5,000	003-3699010	Misc Revenues
Expenditures:		
\$5,000	0500-54901	Other Current Charges

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 18th day of February, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



Lease - Misc revenue received for providing housing and infrastructure during Hurricane Dorian

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Lodging Solutions, LLC
10934 Hazelhurst Drive
Houston, TX 77043

WELLS FARGO BANK TEXAS, NA
37-65/1119

19125

12/20/2019

PAY TO THE ORDER OF Taylor County Board of County Commissione

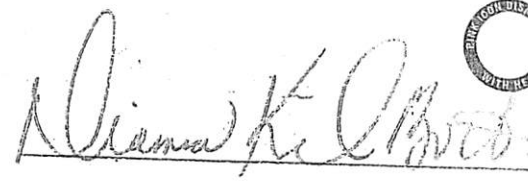
\$ **5,000.00

Five Thousand and 00/100

PROTECTED AGAINST FRAUD

DOLLARS

Taylor County Board of County Commissione
401 Industrial Park Dr
Perry, FL 32348



MEMO

⑈019125⑈ ⑆111900659⑆ 1187760937⑈

Lodging Solutions, LLC

Lodging Solutions, LLC

19125

Taylor County Board of County Commissione

Date	Type	Reference	Original Amt.	Balance Due	12/20/2019 Discount	Payment
12/20/2019	Bill	INV#12202019	5,000.00	5,000.00		5,000.00
Check Amount						5,000.00

Wells Fargo 0937

5,000.00

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") is made and entered into as of September 1, 2019 (the "Effective Date") by and between the County of Taylor, Florida Perry-Foley Airport ("Licensor") and Lodging Solutions, LLC, a Texas limited liability company and Festive Tents, LP, a Texas limited partnership. (collectively, "Licensee"). Licensor and Licensee are individually referred to as "Party" and collectively as the "Parties".

RECITALS

- A. On or about August 30, 2019 Licensee was hired to provide temporary housing and infrastructure in connection with Hurricane Dorian and will provide similar services in connection with other natural disasters (the "Project").
- B. Licensor owns real property and improvements located at 511 Industrial Park Dr., Perry, Florida 32348 (the "Property");
- C. Licensee desires to access the Property for the purposes of staging materials and vehicles necessary for performing the Project-related work; and
- D. Licensor is willing to permit such use by Licensee, subject to the terms, conditions and restrictions of this License.

AGREEMENT

The Parties agree as follows:

- 1. Grant of License. Licensor hereby grants to Licensee, its agents and contractors, a non-exclusive right to use the Property for the purposes specified herein.
- 2. Use. Licensee, its employees, agents, contractors, and subcontractors will have access to and may use the Property for storage and work related to the Project.
- 3. Term of License. The License shall continue for a term of one (1) year from the Effective Date set forth above (the "Initial Term"), and shall automatically renew for successive periods of one (1) year each (a "Renewal Term" and together with the Initial Term, the "Term") unless either Party provides sixty (60) days written notice prior to the end of the Initial Term or a Renewal Term, as applicable, of their intent to terminate this License.
- 4. Consideration. Licensee shall pay to Licensor \$5,000.00 as initial consideration for this License. In addition, Licensee shall pay to Licensor on an annual basis (payable on September 1st of each year) a license fee in the amount of \$5,000.00 per year, with the first payment being due on or before September 1, 2020.
- 5. Hold Harmless
 - (a) Each party shall hold harmless the other party, and its officers, directors, members, partners, employees, agents, affiliates, successors and permitted assigns (collectively, "Released Party") from all claims made or judicial or administrative actions filed which allege that the Released Party is liable to the claimant by reason of: (a) any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about any part of the Property, or in any manner growing out of, resulting from or connected with the use, condition or occupancy of the Property if caused by any negligent or wrongful act or omission of the other Party or its agents, partners, contractors, employees, permitted assignees, licensees, sublessees, invitees or any other person or entity for whose conduct the other Party is legally responsible; (b) violation by the other Party of any contract or agreement to which the other Party is a party in each case affecting any part of the Property or the occupancy or use thereof by the other Party; and (c) violation of or failure to observe or perform any condition, provision or agreement of this License on the other Party's part to be observed or performed hereunder.

RESOLUTION

10

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 a (shortfall) of monies for a particular purpose which caused the **AFFORDABLE HOUSING FUND (2017-2018 GRANT)** for the fiscal period ending September 30, 2020, to be less than the advertised budget.

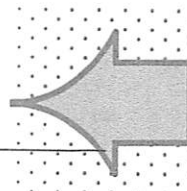
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AFFORDABLE HOUSING FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(3,753)	139-3899010	Cash Brought Forward
\$(3,000)	0404-58310	Homebuyers Assistance
\$(753)	0404-54977	Recording Fees

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 18th day of February, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
HERE**

Fund balance at 2019 FYE was less than anticipated in 2020 FY budget

AFFORDABLE HOUSING FUND - GRANT

2017-2018 SHIP GRANT (Fund 139)

BEGINNING BALANCE 10/1/18	\$	169,154.17
REVENUE	\$	32.59
Interest	\$	32.59
Recapture	\$	-
Grant	\$	-
EXPENDITURES	\$	(161,410.17)

ENDING BALANCE 9/30/19

\$ 7,776.59

\$ 11,530

actual Bal @ 9/30/19
Budgeted Balance
(\$ 3,753) reduce budget

report shows expenditures as \$278,927.77 --- but that includes the reclassification of personal services to Fund 145 --- after the close of a SHIP grant. Need to reflect ONLY the actual expenditures to determine the amount remaining in the SHIP funds.

SHIP Grant 2017-18 dmw (01/21/20)

1/21/20 emailed Melody +
Jami for accounts in
Budget to reduce. DMW

Dannielle Welch

From: Jami Boothby <jboothby@taylorcountygov.com>
Sent: Tuesday, January 21, 2020 11:12 AM
To: Dannielle Welch
Cc: Melody Cox; LaWanda Pemberton
Subject: RE: SHIP - Fund 139 FY17/18

Dept 0419

Dannielle, You can take \$3,000 out of 58310 Homebuyers Assistance and \$753 out of 54977 Recording Fees.

Jami Boothby
Grants Coordinator
401 Industrial Park Dr.
Perry, FL 32348
850-838-3553
Grants.assist@taylorcountygov.com

From: Dannielle Welch [mailto:dwelch@taylorclerk.com]
Sent: Tuesday, January 21, 2020 10:09 AM
To: Melody Cox; Jami Boothby; LaWanda Pemberton
Subject: SHIP - Fund 139 FY17/18

Good morning!

I am working on FYE analysis for the SHIP funds ---

For this fund, we budgeted \$11,530 --- actual ending balance is \$7,777 --- I need to reduce the budget by \$3,753. Where would you like me to reduce? I will prepare a resolution for the next meeting.

Thanks!!

Dannielle Welch
County Finance Director
Taylor County, FL
P.O. Box 620
Perry, FL 32348
850-838-3506 ext. 122

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RESOLUTION

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 a (shortfall) of monies for a particular purpose which caused the **AFFORDABLE HOUSING FUND (2018-2019 GRANT)** for the fiscal period ending September 30, 2020, to be less than the advertised budget.

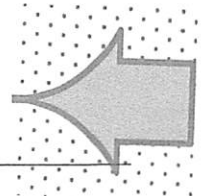
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AFFORDABLE HOUSING FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ (11,166)	138-3899010	Cash Brought Forward
\$ (4,000)	0404-53401	Contractual Services
\$ (2,000)	0404-58310	Homebuyers Assistance
\$ (5,166)	0404-58321	Rehabilitation

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 18th day of February, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
HERE**

Fund balance at 2019 FYE was less than anticipated in 2020 FY budget

AFFORDABLE HOUSING FUND - GRANT

2018-2019 SHIP GRANT (Fund 138)

BEGINNING BALANCE 10/1/18	\$	-
REVENUE	\$	350,371.30
Interest	\$	371.30
Recapture	\$	-
Grant	\$	350,000.00
EXPENDITURES	\$	(271,437.55)

ENDING BALANCE 9/30/18

\$ 78,933.75

Actual Balance 9/30/19

\$ 90,100 amount budgeted

(to 11,166) amt to amend Budget

18-19 *DMW*
SHIP Grant 2017-18 dmw (01/21/20)

1/21/20 emailed Melody + Jamie
for accounts for resolution
DMW

Dannielle Welch

From: Jami Boothby <jboothby@taylorcountygov.com>
Sent: Tuesday, January 21, 2020 11:19 AM
To: Dannielle Welch
Cc: Melody Cox; LaWanda Pemberton
Subject: RE: SHIP - FY18/19 - Fund 138

Dept 0404

Dannielle, You can take \$4,000 out of 53401 Contractual Services, \$2,000 from 58310 Homebuyers Assistance and \$5,166 from 58321 Rehabilitation.

Jami Boothby
Grants Coordinator
401 Industrial Park Dr.
Perry, FL 32348
850-838-3553
Grants.assist@taylorcountygov.com

From: Dannielle Welch [mailto:dwelch@taylorclerk.com]
Sent: Tuesday, January 21, 2020 10:26 AM
To: Melody Cox; Jami Boothby; LaWanda Pemberton
Subject: SHIP - FY18/19 - Fund 138

For this fund, we budgeted \$90,100 --- actual ending balance is \$78,934 --- I need to amend the budget by \$11,166. Where do you want me to show it? I will prepare a resolution for the next meeting.

Thanks!!

Dannielle Welch
County Finance Director
Taylor County, FL
P.O. Box 620
Perry, FL 32348
850-838-3506 ext. 122

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Suwannee River Economic Council, Inc.

**Post Office Box 70
Live Oak, Florida 32064**

Administrative Office - Phone (386) 362-4115

Fax (386) 362-4078

E-Mail: mattpearson@suwanneec.net

Website: www.srecinc.org

January 28, 2020

Ms. Pam Feagle, Chairperson
Taylor County Commissioners
201 E. Green Street
Perry, Florida 32347

Dear Ms. Feagle:

The Suwannee River Economic Council, Inc. Board of Directors is constituted so that one-third of the members is comprised of local elected officials or their representatives. The Taylor Board of County Commissioners' past representative was Mr. Malcolm Page. Each year, the Department of Economic Opportunity requires confirmation of the continuation of the existing representative and/or the appointment of a new representative.

The Community Service Administration Regulation requires that one-third of the members of the Suwannee River Economic Council, Inc. Board are elected officials currently holding office or their representatives.

Therefore, please consider this item at your next Commission meeting. Following your meeting, please advise us in writing as to the name, address, and phone number of your selected representative. Your continued support and assistance is really appreciated.

Sincerely,
SUWANNEE RIVER ECONOMIC COUNCIL, INC.

Matt Pearson
Executive Director

MLP/bsp

cc: SREC Board File
SREC Reading File
Ms. Annie Mae Murphy, Clerk of Courts
Ms. LaWanda Pemberton, County Administrator
Mr. Malcolm Page, Board Member



BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION

"This institution is an equal opportunity provider and employer."

Funded in part through a grant by the State of Florida Department of Elder Affairs

TAYLOR COUNTY BOARD OF COMMISSIONERS**County Commission Agenda Item****SUBJECT/TITLE:**

Warren and Dorothy Dowling
1824 Ezell Beach Road
Perry, Florida

Appeal of finding of violation of Taylor County Code Section 42-981 or request for variance.

MEETING DATE REQUESTED:

2/18/2020 at 9:00 AM

Statement of Issue:

Mr. Warren Dowling and Mrs. Dorothy Dowling, owners of the property at 1824 Ezell Beach Road, Perry, Florida seek to appeal the Order of the Code Enforcement Magistrate finding them in violation of section 42-981 of the Taylor County Code and rejecting their requested equitable remedy before the same Magistrate sitting in the stead of the Board of Adjustments and Appeals. As part of this appeal, Mr. and Mrs. Dowling seek a variance of the application of the codes to their property pursuant to Taylor County Code.

Recommended Action:

Overrule and / or reverse the ruling of the Code Enforcement Magistrate finding Mr. and Mrs. Dowling in violation of section 42-981 of the Taylor County Code.
and / or
Grant a variance of the application of section 42-981 of the Taylor County Code allowing Mr. and Mrs. Dowling to keep their structure as constructed because to enforce this code would do a manifest injustice and would be contrary to the public interest under the specific set of facts in this case.

Fiscal Impact:

Unknown. However, granting the relief requested will cause or maintain an increase in the value of Mr. and Mrs. Dowling's property, which will necessarily benefit the property values of neighboring properties and will increase the property tax base for Taylor County.

Budgeted Expense:

None.

Submitted By:

Mr. Warren and Mrs. Dorothy Dowling, by and through,
Brian C. Rodgers, Senior Associate with Robinson,
Kennon & Kendron, P.A., Lake City, Florida.

Contact:

386-755-1334; bcr@rkkattorneys.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On March 13, 1993, a large cyclonic superstorm known as the "Storm of the Century" swept across the Gulf of Mexico and battered a significant part of the West Coast of Florida. Specifically relevant to the instant case, this storm severely damaged or destroyed docks, piers, and housing structures in the Dekle Beach, Keaton Beach, and Ezell Beach areas of Taylor County. In 1995, Florida's Internal Improvement Trust Fund Board of Trustees met and decided to offer property owners in those sections of Taylor County who suffered damages during the Storm of the Century the opportunity to rebuild their damaged properties. This offer involved land exchanges of sovereign submerged lands along with a variety of timing and deed restrictions. In 2012, the Board of Trustees met again and determined that many of the affected property owners were unable to take advantage of the offer to help rebuild. The reasons for this included lack of sewer facilities in the area and unfavorable economic conditions. In September 2016, the Board of Trustees met yet again. This included then Governor Rick Scott, then Attorney General Pam Bondi, then Chief Financial Officer Jeff Atwater, and then Agriculture Commissioner Adam Putnam. During this meeting, the Board approved an extension of the program to help affected properties to rebuild from the damage from the Storm of the Century. The broad strokes of the program included that the State of Florida would engage in land swaps with affected property owners wherein the property owners would receive title to certain lands in exchange for giving other portions of the land back to the State. The State's lands would become the new sovereign submerged lands and would have the effect of quieting title to those sovereign lands. The property owners would then have set legal descriptions of land that would include some marshy and submerged lands over which docks, piers, and structures could be built. The property owners also had to agree to connect all reconstructed and newly constructed homes to existing sewer lines. The Board provided a window of four (4) years within which to apply for the land exchange (a deadline that is set to expire on September 19, 2020). The Board made clear that local, state, and federal permitting requirements would apply, but that the local planning process would not.

In 2017, Mr. and Mrs. Dowling purchased the property at 1824 Ezell Beach Road in Perry, Florida. While they lived a few hours away in Dade City, they were searching for a location to enjoy long weekend getaways for the rest of their retirement years. They were both then in their seventies (Mrs. Dowling is 76 now and Mr. Dowling is 82). While Mr. and Mrs. Dowling were certainly drawn by the quiet, pristine beauty of Taylor County, they were also drawn by a deep connection to Taylor County. This includes family members who have lived in the County for decades working careers at Buckeye and also includes that Mr. Dowling's uncle was the very first dentist to ever practice in Taylor County. The Dowlings initially purchased their Ezell Beach

property intending to get an RV permit. After purchasing the land, though, they received communication from the State regarding the above-described program to rebuild the local properties. The Dowlings committed a significant amount of savings and even borrowed against a life-insurance policy to reconstruct a dock, sitting area, and small cabin over the water where the ruins from the Storm of the Century still protruded and lay strewn about. They engaged the State of Florida in the land exchange, hired and paid a local licensed general contractor, asked for or received permits from local, state, and federal authorities, and ultimately built their dream weekend getaway on the water in beautiful Taylor County. Then, in 2019, they were served with a notice alleging violation of the local building code, which started their legal odyssey that leads them finally with hope and optimism before the Taylor County Board of Commissioners. Below are additional details of the project to build this cabin and dock.

First, Mr. and Mrs. Dowling took the State up on its offer. After some back and forth communication, they engaged in the land swap with the State through the exchange of quit-claim deeds. The Dowlings then reached out to and hired a local licensed general contractor, DeYoung Construction Company. The Dowlings and DeYoung went back and forth on the plans of what they wanted built. It was always to include a dock with a sitting area and always an enclosed cabin like structure. The United States Army Corps of Engineers required the footprint of the cabin remain at no more than 1000 square feet. In reality, the cabin's footprint is approximately 12' x 32' (a little less than 400 square feet). The Dowlings obtained a general permit from Florida's Department of Environmental Protection (DEP) after some doing. Similarly, after jumping through some hoops they obtained approval for their project from the Army Corps of Engineers. They inquired of Taylor County Officials of the necessity to obtain a permit from local officials. The Taylor County authorities informed them that no permit would be necessary for at least two reasons: one, they did not need a permit for the screen room they were constructing; and two, the County does not issue permits or otherwise get involved with building projects over the water.

As is always the case with construction projects, after commencement some things were changed. The Dowlings decided to add a bathroom to their cabin. The 1993 structure they were reconstructing had a bathroom. The Dowlings knew this from having seen some photos of the structure from prior to the Storm. Additionally, the seawall on the property had an opening for a drain pipe to pass through and the ruins still existing from 1993 included a pile of plumbing pipes from the old structure. They asked the Army Corps and were advised that as long as they were not changing the footprint, their permits and approvals remained valid. After watching the water pour in through the window screens following several rainstorms, the Dowlings decided to put windows in that could be closed when necessary. They included some electrical service for the various conveniences of life. They added a small cooking area to use on weekend getaway. Everything was within the approved footprint. As required, the Dowlings hooked their structure up to the County sewer facilities and to other utility

facilities. Mr. and Mrs. Dowling happily paid their contractor in full. The project was completed and the Dowlings began to enjoy their cabin.

Unfortunately, Mr. Dowling's health began to rapidly decline. He has suffered a variety of heart problems with other attendant health issues (including that the very week of the requested meeting with the Board, Mr. Dowling will be in the ICU recovering from heart surgery). His body and memory started to fail him. Mr. and Mrs. Dowling were unable to visit their getaway as often as they would like. Given that they could not enjoy the fruits of the efforts as planned any longer, they made the decision to list the property for sale. Taylor County authorities observed the Dowlings' real estate listing on the real estate application Zillow. On February 20, 2019, authorities served the Dowlings with notice of a building code violation and, though the project was complete, they also issued a stop work order.

The nature of the violation in summary is this: Taylor County's code does not apply to any projects that are built over the water (i.e. seaward of the mean high tide line). Taylor County's code also does not apply to a simple building such as a structure with only screens for window coverings and without plumbing or electrical facilities. However, Taylor County's code does apply to structures in which there are improvements such as bathroom facilities, electricity service, and glass for window coverings. However, to build such a structure under Taylor County's code, it must be over solid land (i.e. landward of the mean high tide line) and, in that area of Ezell Beach, it must be elevated one (1) foot above the base flood elevation. For some reason, that base flood elevation height is approximately seven (7) feet higher than the height that was approved by the U.S. Army Corps of Engineers. With respect to Mr. and Mrs. Dowling's project, the alleged code violation is catastrophic. If they had been aware of the situation before construction, they could have installed pilings that would have allowed for the required height and they could have taken steps to build the structure over dry land, even if that meant the construction of a new seawall seaward of the existing seawall with backfill to create the necessary dry land. Now, though, with the project complete, their only choice is to remove certain improvements (anything with any plumbing, anything electrical, any solid windows or doors, and all necessary steps to renovate the cabin after the removal of the improvements to ensure the structure does not appear as though it is in the middle of being demolished). These improvements not only make the cabin structure comfortable for people to enjoy their weekend stays, but they also improve the value of the property and thus elevate the values of neighboring properties as a result. The removal of these improvements would cost Mr. and Mrs. Dowling a significant amount of money. They would almost certainly be required to hire a licensed contractor to remove these items and, ironically, almost certainly would need to obtain a local permit to authorize this demolition. It is unclear at this time whether Mr. and Mrs. Dowling would be required to re-approach the DEP or the Army Corps of Engineers to inform them of the changes or receive any additional approval from these agencies. And, of course, Mr. and Mrs. Dowling already paid a substantial amount of money to

a licensed contractor to install the improvements at issue, and that money would be unrecoverable.

The Dowlings requested and had a hearing, through counsel, before then sitting Code Enforcement Magistrate Ray Curtis. The Dowlings admitted at the outset that based on a technical reading of the Code, there was a violation. They offered an affirmative defense of equitable estoppel arguing that they were told by government authorities that their project was approved and that no other permits or approvals were needed for their project. The Dowlings asserted that they reasonably relied on these representations along with representations of other government authorities from DEP and the Army Corps to their detriment. They asserted that because of this reasonable, detrimental reliance, the County should not be permitted to enforce this code violation. Magistrate Curtis rejected this defense. Next, Mr. and Mrs. Dowling intended to avail themselves of the Taylor County Board of Adjustments and Appeals, a group of tradesman and citizens empowered by the County to "vary the application of any provision of [the] codes to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of the codes or public interest." See Taylor County Code of Ordinances 42-49. Unfortunately, the Board of Adjustments and Appeals had not been constituted in some time. Mr. and Mrs. Dowling were left with arguing for this equitable remedy of a variance under the standard cited above to the same person that found them in violation and rejected their defense, Magistrate Curtis. At a separate hearing, Mr. and Mrs. Dowling asked, through counsel, for the issuance of a variance under the contention that under these very specific circumstances the enforcement of this code would be a manifest injustice and would be contrary to the public interest. Magistrate Curtis rejected this too and ordered the Dowlings to either remove all improvements or be subject to a \$50.00 daily fine beginning on May 17, 2020.

Mr. and Mrs. Dowling now appeal to the Board of Commissioners to reverse the finding of a code violation in this case pursuant to the affirmative defense of equitable estoppel as described above or, alternatively, to grant a variance of this code under the very specific circumstances in this case as the application of this code in these circumstances does serve a manifest injustice upon Mr. and Mrs. Dowling and is contrary to the public interest. First and foremost, to be clear, the Dowlings seek relief from the Board of Commissioners specifically under circumstances as property owners who: 1) owned land that had been damaged by and had not been improved since the Storm of the Century; 2) complied with the requirements of a plan approved at the September 2016 meeting of the Florida Internal Improvement Trust Fund Board of Trustees related to property that was damaged during the 1993 Storm of the Century; 3) applied for and received approval from the Florida Department of Environmental Protection; 4) applied for and received approval from the United States Army Corps of Engineers; 5) sought and were advised that no approval was needed by Taylor County authorities; 6) utilized the services of a licensed general contractor; 7) worked on and completed the project in the open including connecting to utility services; and 8) only subsequent to the completion of the project were served with

7
notice of a code violation the defense and equitable remedy to which was rejected by an authority serving both in the capacity of code enforcement magistrate and Board of Adjustments and Appeals.

Mr. and Mrs. Dowling are not people who tried to get away with something here only to get caught. They did not take any short cuts. They did not completely skirt government authorities, use unlicensed contractors or labor, or complete the project in secret in any way. They followed the rules as they understood them. They justifiably relied upon a company licensed by the State of Florida to comply with the building codes. They spent an enormous amount of money. They sought and received either approval or release from every level of government – federal, state, and local. They either did or reasonably thought they did the right thing at every step of the project. The thing they did wrong as it turns out was not going back to the Taylor County authorities repeatedly to redetermine whether there was a need for local permits or approval of the property after they decided to add more amenities to their project without changing the footprint. However, it is certainly logical that they would not have repeatedly approached the County. This is not because of the fear of rejection by the County. Again, the Dowlings were informed that Taylor County was not involved in permitting screen rooms and did not get involved in any projects built over the water. The argument that is valid in retrospect is that when the Dowlings decided to upgrade the structure from a screen room to more of a cabin, this implicated the County's authority by way of deduction. That is, if the County did not require permits for screen rooms, then one could arguably deduce that they did require permits for structures more substantial than screen rooms. However, this ignores several important considerations in this specific case. The County also stated that they did not permit projects over the water. The added improvements to the structure did not change the fact that the structure was being built over the water. It is reasonable to conclude this particular project was simply not being built within the County's domain. The Dowlings had jumped through many hoops with federal, state, and local authorities for this project. When they decided to improve the structure with things such as a bathroom, they were advised at the federal level that as long as the footprint did not change, all was well. It is reasonable for one to assume that such an answer would apply at every level. Moreover, they hired a licensed contractor. If these improvements were clearly erroneous under the facts of this case, the contractor would not have been allowed to construct them without running afoul of the licensing authorities. The Dowlings certainly were entitled to reasonable reliance on their licensed contractor. Again, the Dowlings were not trying to hide the ball or get away with anything in this case. Indeed, why would they risk all of the money and the effort trying to specifically get away with not complying with one specific authority? It does not make sense that they would strive so much to comply with all legal requirements but deliberately avoid just that one. This is not a circumstance where the County rejected their project and they then tried to circumvent it. They had approvals from federal and state authorities. They asked the County what they needed to do and were told nothing. They had a licensed contractor doing the work. The Dowlings were entitled to reasonable reliance on these various authorities. It is particularly

7
frustrating for the Dowlings that they were advised of the violation well after completion and under circumstances in which they cannot cure the violation in any way that is reasonable with respect to costs and that maintains the improved value of their property. The building officials even remarked during the legal process that many individuals in remote locations around the county, such as at or near Ezell Beach, regularly engage in deliberate code violations. Those individuals largely go unchecked apparently. Mr. and Mrs. Dowling inadvertently committed a violation and are now subject to great punishment when all they did was improve the value of their private property and increase the aesthetics from the ruins of a terrible storm to a beautiful dock, sitting area, and cabin.

The efforts and money spent on this project have created a dock, sitting area, and weekend cabin that has increased the value of the Dowlings property, is aesthetically pleasing for the neighbors, and has almost certainly improved the value and appearance of the neighboring properties. The value of the property as it is now should certainly be higher for property tax purposes than it would be if the Dowlings were forced to comply with Magistrate Curtis's order. The project built by the Dowlings is not unique in their neighborhood. A review of neighboring properties reveals many properties with residential structures built over the water and at a variety of heights. These structures vary in size, are enclosed with doors and glass windows, and clearly have the typical improvements one expects in a living space, such as plumbing and electrical service. The spirit of the program approved by the Board of Trustees was to rebuild after the damage done by the Storm of the Century. That structure before being destroyed by the storm had very similar improvements to what the Dowlings installed. Indeed, had the structure not been destroyed in 1993, it likely would still be there with those improvements. The major difference is that the Dowlings built something better and more aesthetically pleasing. There is no risk or cost to Taylor County to grant the relief sought by the Dowlings. To allow the Dowlings' project to remain as is does not cost the citizens of Taylor County anything. If the structure is liable to be damaged in a future storm event, it will likely need to be one of similar historic nature as the Storm of the Century. Regardless, the owners of that property are the ones who bear the risk of loss. As with all private property owners, that risk is either accepted as is or hedged with the purchase of an insurance policy. Either way, the citizens of Taylor County and their government do not risk anything by leaving the structure as is. Mr. and Mrs. Dowling as law abiding citizens and property owners did everything right or reasonably believed they did in justifiable reliance on many reasonable factors in this case in furtherance of improving their property. It would be contrary to the public's interest to punish these individuals and it would be a manifest injustice to force the Dowlings to sustain the substantial financial loss related to the enforcement of this code under the specific circumstances of this case.

Mr. and Mrs. Dowling respectfully request that the Honorable Commissioners grant them relief in this case either by reversing the decision of the code enforcement magistrate by accepting the doctrine of equitable estoppel or by granting them an

equitable variance to stop enforcement of the code against them under the specific circumstances of this case.

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPOINTMENT OF ONE MEMBER TO THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) BOARD OF DIRECTORS.

MEETING DATE REQUESTED:

FEBRUARY 18, 2020

Statement of Issue: THE BOARD TO CONSIDER APPOINTING ONE BOARD MEMBER TO THE TCDA BOARD OF DIRECTORS.

Recommended Action: CONSIDER APPOINTMENT OF ONE MEMBER

Fiscal Impact:

Budgeted Expense:

Submitted By: TISHA PENNY – ECONOMIC DEVELOPMENT COORDINATOR

Contact: 850-584-5627

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: NEWSPAPER ADVERTISEMENT
APPLICATION FOR JAMES JR REED
APPLICATION FOR JENNIFER SHOPLAK
APPLICATION FOR JOHN SINGER
MEMBERSHIP ROSTER

THE TAYLOR COUNTY DEVELOPMENT AUTHORITY

**is currently accepting
applications to serve
on the organization's
Board of Directors**

Board candidate requirements include:

- **Taylor County resident.**
- **Accessibility to an electronic device in order to receive and send email.**
- **Attend monthly TCDA meetings, Board of County Commission meetings and special events.**

**Interested candidates are cordially
invited to submit letters of interest to the
TCDA at tcdaperry@gmail.com by
5 p.m. on Jan. 28, 2020.**



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

TAYLOR COUNTY DEVELOPMENT AUTHORITY BOARD OF DIRECTORS APPLICATION

Applicants must be at least 18 years of age.

Name: James "JR" Reed

Phone: 850-843-6119

Address: 408 Manilla Ave

Email: jrgodman@yahoo.com

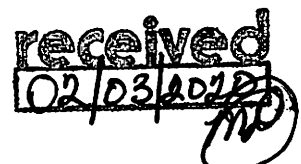
Perry, FL 32347

Applicant is:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No | A resident of Taylor County. |
| <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No | Willing to attend all board meetings. |
| <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No | Willing to complete a two or four year term, as applicable. |
| <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No | Willing to support TCDA's main goal of job creation. |
| <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No | Willing to attend strategic planning sessions. |

Please explain your interest in serving on the TCDA board:

My interest lies in serving Taylor County Development Authority to improve the overall quality of life in Taylor County attracting new business, development, industry, housing, hospitality, retail, and infrastructure in order to create jobs and a stronger local economy for generations to come.





NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

Experiences or qualifications:

Proven successful local business owner with 30+ years in hospitality development and management. Strong corporate experience with Hard Rock Café International.

Other:

Click or tap here to enter text.

James A. Reed

Signature

Click or tap here to enter text.

Date 02/02/2020

Marsha Durden

From: LaWanda Pemberton
Sent: Monday, February 03, 2020 8:41 AM
To: Marsha Durden
Subject: FW: App for J. Reed
Attachments: JamesR_BoardApp.pdf

For next agenda, FYI.

From: tcdaperry@gmail.com <tcdaperry@gmail.com>
Sent: Monday, February 3, 2020 8:37 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: App for J. Reed

Lawanda,

Attached is the completed application for James Reed for the TCDA Board vacancy. He submitted his Letter of Interest on the 28th to which I sent him an email asking he complete the attached application.

Thank you!

tcdaperry@gmail.com

From: Jennifer Shoplak <jlshoplak@gmail.com>
Sent: Friday, January 24, 2020 11:02 AM
To: tcdaperry@gmail.com
Subject: Board Position

Hello,

I am interested in the opportunity to serve on the Taylor County Development Authority Board. I am a Taylor county resident with the ability to use many different electronic devises to send and receive email and I can attend meetings/special events.

My background includes prior volunteer positions as President, Treasurer, Secretary and Member with organizations such as PTA, Accountant Lawyer Alliance, and a Georgia Bulldog rescue. I have been an accountant for over 20 years with a focus on tax law and resolution.

I feel it is a responsibility of residents to be involved in the betterment of their community. As a candidate for Taylor County Development Authority, I believe I can contribute my strengths to work in harmony with the business climate and public interests.

I appreciate your time in consideration of my interest. You may contact me on my cell at 616-826-8821 or via email jlshoplak@gmail.com

Thank you,
Jennifer Shoplak



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

TAYLOR COUNTY DEVELOPMENT AUTHORITY BOARD OF DIRECTORS APPLICATION

Applicants must be at least 18 years of age.

Name: Jennifer Shoplak

Phone: 616-826-8821

Address: 4180 Olan Davis Rd

E-Mail: jlshoplak@gmail.com

Perry, FL 32347

Applicant is:

- ☒ Yes / ☐ No A resident of Taylor County.
- ☒ Yes / ☐ No Willing to attend all board meetings.
- ☒ Yes / ☐ No Willing to complete a two or four year term, as applicable.
- ☒ Yes / ☐ No Willing to support TCDA's main goal of job creation.
- ☒ Yes / ☐ No Willing to attend annual strategic planning sessions.

Please explain your interest in serving on the TCDA board:

I feel it is a responsibility of residents to be involved in the betterment of their community

As a candidate for the Taylor County Development Authority, I believe I can contribute

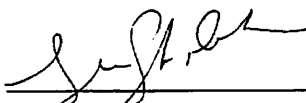
strengths to work in harmony with the business climate and public interest.

Experiences or qualifications:

My prior volunteer positions include President, Treasurer, Secretary and Member with organizations such as PTA, Accountant Lawyer Alliance and Georgia Bulldog Rescue.

As an accountant with over 20 years experience in tax law and resolution, I am familiar with regulation and law research.

Other:


Signature

01/24/20
Date

January 22, 2020

Taylor County Development Authority
103 E. Ellis Street
Perry, FL. 32347

To Whom It May Concern:

Please accept my Letter of Application for the Board of Directors vacancy as advertised in today's local newspaper.

I am a 19-year resident of Taylor County, specifically within the City of Perry, and a resident of Florida since 1981. Retired now for about eight and a half years, I have worked for local government agencies in Southwest Florida and for 11 years as the Environmental Services Director for the Taylor County Board of County Commissioners.

During my tenure in both Charlotte County and the City of North Port (Sarasota County), I experienced massive annual population growth and the trials and tribulations that ensued due to such increase, both as a resident and a government official.

As an example, Charlotte County's population grew from 55,000 (1981) to 142,000 (2000) in the 19 years before I moved to Perry. It was incumbent upon local officials to plan to handle growth of this magnitude wisely and effectively.

As a citizen, one needs to learn to deal with the perils that growth brings. An increase in the tax base is wonderful, but what are the ancillary costs? New or improved roads, new schools, improved or larger public utilities, etc., even with impact fees, are not always paid for by newcomers. The Development of Regional Impact (DRI) process was vital to understanding what growth would do to the area.

During the budget process each year, a former county administrator would give his department heads the following instructions: "Base your budget request this way:

1. What you need;
2. What you want;
3. What would be nice to have."

I see the role of the TCDA to look at our community in much the same manner. Perry/Taylor County has lots of needs, as folks want a good many things that would be nice to have, but probably won't be a reality in the foreseeable future.

I believe in order for the TCDA to do its job, it must also recognize that our community has both demographic and sociological issues that make it difficult to bring businesses here for the community to grow.

As an example, our population has grown only by approximately 3,000 over the 19 years I have resided here. Sadly, that is not from internal growth, as for at least the past seven years our death rate has exceeded the birth rate.

Therefore, we must depend upon newcomers to help increase our workforce. But they must have a reason to come. According to the most recent *Florida Trend* magazine's "Economic Yearbook," the growth forecast for Taylor County over the next five years is once again 0-3% and the BEBR is forecasting 1.5% -- or about 300 new residents.

When a local company wants to hire 100 new employees to fuel their expansion and our workforce is challenged at best, the TCDA, in conjunction with the Taylor County Board of County Commissioners, the Perry City Council and the Taylor County School Board, must find ways to bring necessary growth to our community.

As a former county government department head and 19-year resident, I have come to know many in the local business community whom I am proud to call friends. As a retiree, I have the time to get around and listen to folks as they go about their everyday lives.

I am not an advocate of explosive growth of our community, but grow we must. I have watched local businesses struggle, yet at the same time, these businesses also do all they can to support our schools, sports teams and charitable causes.

I try to stay current with the local and outside world through reading our local newspapers, as well as *Florida Trend* magazine and the *Wall Street Journal*. I often feel that the world sometimes passes us by.

I am confident that we can help ourselves, however we must be proactive to accomplish this. The TCDA cannot do it alone, therefore all our local government agencies must come together to see, understand and work through the issues to bring Taylor County into the future.

It is my hope that my voice will make a positive contribution to the discussion and that we will all work together for the future of our community.

Sincerely



John J. Singer



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

TAYLOR COUNTY DEVELOPMENT AUTHORITY BOARD OF DIRECTORS APPLICATION

Applicants must be at least 18 years of age.

Name: John T SINGER

Phone: 850 371-1294

Address: 2273 S. Byron Butler Pky

E-Mail: 5489pico@gmail.com

Apt 3D Perry Fl
32348

Applicant is:

- ☒ Yes / ☐ No A resident of Taylor County.
- ☒ Yes / ☐ No Willing to attend all board meetings.
- ☒ Yes / ☐ No Willing to complete a two or four year term, as applicable.
- ☒ Yes / ☐ No Willing to support TCDA's main goal of job creation.
- ☒ Yes / ☐ No Willing to attend annual strategic planning sessions.

Please explain your interest in serving on the TCDA board:

Being able to contribute to the community
that I served for 11 years and where
I resided for nineteen.

Additionally, to assist the TCOA in planning
for sustained, relevant growth.

Experiences or qualifications:

Nineteen year resident; eleven year department
head under the Taylor Board of County Commissioners.
25 years in local government. Former resident
of a fast-growth county for 19 years. Familiar
with members of the business community.
Experience in dealing with State agencies

Retired - few time constraints

Other:

Serves in various ministries in my Church.

John J. Smith
Signature

Jan 24, 2020
Date

Marsha Durden

From: LaWanda Pemberton
Sent: Thursday, January 30, 2020 11:44 AM
To: Marsha Durden
Cc: Agenda
Subject: FW: TCDA Board Member Apps
Attachments: TCDA Board Ad.jpg; rptCurrBoard_1.29.20.pdf

For next agenda, please. We need to notate on each application when we received.

From: tcdaperry@gmail.com [mailto:tcdaperry@gmail.com]
Sent: Wednesday, January 29, 2020 3:40 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: RE: TCDA Board Member Apps

Here you go.

From: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Sent: Wednesday, January 29, 2020 3:15 PM
To: tcdaperry@gmail.com
Subject: Re: TCDA Board Member Apps

Also, please send me the advertisement and the current membership roster, thanks !

Sent from my iPhone

On Jan 29, 2020, at 3:04 PM, "tcdaperry@gmail.com" <tcdaperry@gmail.com> wrote:

LaWanda,

Attached are two applications and one email for the TCDA Board Member vacancy. I received Mr. Reed's email late yesterday afternoon and hoped he'd have enough time to complete the application form. Unfortunately, I don't have it as yet, but wanted to be sure his name was included as an interested party.

Let me know if you need me to do anything else.

Thank you!

Tisha Penny
Economic Development Coordinator
Taylor County Development Authority
103 East Ellis Street
Perry, FL 32347
850-584-5627

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, please contact me by phone or in person.

<JamesR_BoardLet.pdf>

<JenniferS_BoardApp.pdf>

<JohnS_BoardApp.pdf>



Board of Directors

Wallace Holmes - Chairman

Don Everett - Vice Chairman

John Hart - Treasurer

Matt Eckel - Secretary

Melissa Fijalkowski

Sandra Parker

VACANT

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Reimbursement for The Edward Byrne Memorial Justice Assistance Grant (JAG) Program on behalf of The Taylor County Sheriff's Office

MEETING DATE REQUESTED:

February 18, 2020

Statement of Issue: Grant Reimbursement

Recommended Action: Approval

Fiscal Impact: \$3036.00

Budgeted Expense:

Submitted By: Stacey Steele

Contact: Jimmy Cash (850)-838-5064

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In 2019 The Taylor County Sheriff's Office purchased 22 in-car thermal printers for their Uniform Patrol Division to allow the deputies to write and print traffic warning citations, uniform traffic citations, trespass warnings, incident reports, Notice to Appear Affidavits, and much, much more from their assigned patrol vehicles. By having the printers in their assigned patrol cars, it will save time and gasoline as well as allowing the deputy to remain "active" in other patrol Duties. We are asking for the reimbursement of funds to be allotted back to the Taylor County Sheriff's Office budget.

Options:

Attachments: Application for Funding Assistance

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Taylor County Board of Commissioners

Subgrant Number: 2019-JAGD-TAYL-2-N3-088

Project Title: TAYLOR COUNTY EQUIPMENT GRANT

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

Taylor County Board of Commissioners
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature

Date

Printed Name and Title

Taylor County Sheriff's Office
Authorizing Official (Official, Administrator, or Designated Representative)

Signature

Date

Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature

Date

Printed Name and Title

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: Taylor County Board of Commissioners

Subgrant Number: 2019-JAGD-TAYL-2-N3-088

Project Title: TAYLOR COUNTY EQUIPMENT GRANT

Pass-through Entity: Florida Department of Law Enforcement

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

Ref# S41123: The Taylor County BOC procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.317-326. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements, and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: Taylor County Board of Commissioners
County: Taylor

Chief Official

Name: Pam Feagle
Title: Chairperson
Address: 108 North Jefferson Street
S-102
City: Perry
State: FL **Zip:** 32347-3252
Phone: 850-838-3500 **Ext:**
Fax:
Email: pfeagle@taylorcountygov.com

Chief Financial Officer

Name: Annie Murphy
Title: Clerk of the Court
Address: Post Office Box 620
City: Perry
State: FL **Zip:** 32348-0620
Phone: 850-838-3506 **Ext:**
Fax: 850-838-3549
Email: cmock@taylorclerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: Taylor County Sheriff's Office
County: Taylor

Chief Official

Name: Wayne Padgett
Title: Sheriff
Address: 108 North Jefferson Street
Suite 103
City: Perry
State: FL Zip: 32347-3252
Phone: 850-584-4225 Ext:
Fax:
Email: wpadgett@tcsofl.org

Project Director

Name: James Cash
Title: Lieutenant
Address: Post Office Box 1732
City: Perry
State: FL Zip: 32348-7305
Phone: 850-584-4225 Ext:
Fax:
Email: jcash@taylorcountysheriff.fl.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: TAYLOR COUNTY EQUIPMENT GRANT
Subgrant Recipient: Taylor County Board of Commissioners
Implementing Agency: Taylor County Sheriff's Office
Project Start Date: 7/1/2018 **End Date:** 3/31/2020

Problem Identification

In the first half of 2018 alone, traffic-related fatalities accounted for more than 36% of officer deaths, and more than one-quarter of those fatalities were due to roadside accidents, according to the National Law Enforcement Officers Memorial Fund.

Taylor County Sheriff's Office (TCSO) uniform patrol division is in need of in car thermal printers. Having this equipment will help to streamline operations. The printers needed are thermal printers used to print UTC and DUI tickets. In the past Taylor County has issued paper tickets and manually submitted them. We have recently updated our CAD software and now have the capability to submit electronic tickets. Keeping up with technologies is imperative in today's Criminal Justice system.

Currently the budget for the Taylor County Board of Commissioners does not have the resources to provide for the thermal printers needed by the Taylor County Sheriffs Office. Grant funding will provide the assistance necessary to purchase these printers.

Project Summary (Scope of Work)

JAG funding will be used to purchase thermal printers for the Taylor County Sheriffs Office Patrol Division to optimize performance and help improve officer safety during traffic stops. These printers will help officers accomplished the following: 1) Dramatically reduce the time it takes to issue a citation and get officers off the road more quickly. It can typically take an officer 10 to 15 minutes or more to manually issue a citation. Thermal printers can reduce that time to two to three minutes, enabling the officer to complete the process and move out of harms way much faster. 2) Minimize Situational awareness, officers to spend less time with their head down and eyes off the road as they issue citations. As a result, they can remain more alert to whats happening around them, whether its traffic that fails to move over, or the behavior of the stopped motorist and passengers. With better situational awareness, officers are better prepared to protect themselves and the public. 3) Drivers who have been stopped for a moving violation may become increasingly frustrated the longer it takes to issue the citation. This agitation increases the risk of creating a hostile situation. This system will allow officers to complete the citation quickly and efficiently and get motorists back on their way faster. This can minimize the risk that their frustration might build up and lead to angry interactions.

By the end of September 2019, quotes will be gathered, a vendor selected and a purchase order submitted for twenty two (22) thermal printers. This equipment will be ordered by the Project Director and upon delivery, TCSO officers will be trained in the proper use this equipment. The printers will then be issued to officers in the field by the end of December 2019.

Documentation of deliverables must be maintained by the subrecipient and/or implementing agency and made available for monitoring. Example documentation for

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices and proof of payment, etc.

Deliverables will be completed in accordance with the contractual agreement(s) between the sub-recipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

All activities discussed in the scope of work or project deliverables are for the TCSO E-Ticket thermal printer system.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 51

Question: What is the name of the jurisdiction your agency serves? (i.e., your city or your county)

Answer: Perry, Florida, Taylor County

Question: What is the combined population of the jurisdiction(s) your agency serves, according to the 2010 census?

Answer: 22570

Question: What is the physical address of the location being used to provide services for this project? If services are being provided at more than one location, list all of them.

Answer: 108 N Jefferson St
Perry, FL 32347

Question: Describe your agency (e.g., municipal government, school board, sheriff's office).

Answer: Taylor County Sheriff's Office is a rural county with an estimated population of around 22,000.

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov? (If no, funds will not be available for drawdown.)

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee? (Verify this with your finance director.) If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: For the 2017-18 Budget Year, We had no funds allocated to Capital Outlay

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Answer: n/a

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: Yes

Measure: General 02

Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: Our agency will be using NAIDS, ROCIC, and LP POLICE

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of the above

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Conducting social media via Facebook and agency website. Facebook in a daily update and agency website on a monthly basis.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: k-12 school programs

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 10 - Performance Reporting

multiple goals, describe each goal separately.

Goal: Our agency goal is to use JAG funding will be used to purchase thermal printers to optimize performance and help improve officer safety during traffic stops and continue our work in the prevention, deterrence of crime, taking necessary action against those who break the law.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: None known at this time for this particular item

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: Continue to provide the best equipment to our deputies, as possible, so they may continue to provide the best service to our citizens. TCSO officers will be trained in the proper use this equipment. The printers will then be issued to officers in the field.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for recipients funding Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 01

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: yes

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct



General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000879

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$3,036.00	\$0.00	\$3,036.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$3,036.00	\$0.00	\$3,036.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial (cont.)

Budget Narrative:

Expenses

A total of 22 in-car thermal printers (\$270.00 each) for a total of \$5940.00.

The printers will allow deputies to write and print traffic warning citations, uniform traffic citations, trespass warning, incident reports, Notice to Appear Affidavits, and much, much more from their assigned patrol vehicle.

By deputies having the printers in their assigned patrol car, it will save time, save on gasoline, and allow the deputy to remain "active" in other patrol duties.

The in-car printers are thermal printer with USB.

Any expenditures over the cost of allocated JAG funding will be paid by the Taylor County Sheriffs Office.

JAG funds will be used to pay for any applicable shipping or freight costs.

Printers will have standard factory warranties. they will be included in the purchase price.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase? (Documentation will be required.)

Answer: N/A

Question: If fringe benefits are included, are they detailed in the budget narrative?

Answer: N/A

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Quotes

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

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

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://oigp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

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

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf> and
<http://dos.myflorida.com/media/698314/qs2-sl-2017-final.pdf>

State of Florida Statutes
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending

DEFINITIONS

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

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

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

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

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation

at 48 CFR Subpart 2.1 (Definitions). It is \$3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

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

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

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

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

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

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

not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

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

SECTION I: TERMS AND CONDITIONS

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

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and

the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

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

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

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

9.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this

condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

12.0 Such background investigations shall be conducted at the expense of *the employing agency or employee*. Privacy Certification - The subrecipient must comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any

party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment -

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

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

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION II: CIVIL RIGHTS REQUIREMENTS

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

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

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

3.0 Title IX of the Education Amendments of 1972

If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations

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

5.0 Americans with Disabilities Act - Subrecipients

must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must

comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 - Subrecipients

must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In

accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a

federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the

finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

- 10.0 Filing a Complaint** - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.
- 13.0 Pass-through Requirements** - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management

systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

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

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period of performance.
- 2.0 Use of Funds** - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).
- 3.0 Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- 4.0 Performance and Reporting**

Reporting Time Frames - The Project Director,

Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or

services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

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

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

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted in SIMON no later than ninety (90) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

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

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

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

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

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

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about

such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

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

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

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 3.0 Property Management** - The subrecipient shall establish and administer a system to protect,

preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 200.313, F.S., Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf>.

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter

10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

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

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

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

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

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

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

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price

is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also Chief Financial Officer Memorandum No. 02 (2012-2013).

- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. § 200.405(e), "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal

program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

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

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

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

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per

eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.
- 11.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate

to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

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

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

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

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

- 1) "This project was supported by Grant No. 2017-MU-BX-0187 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

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

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (27 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

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

13.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

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

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

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

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for

law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

14.0 Interoperable Communications Guidance -

Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

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

award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

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

SECTION VII: COMPLIANCE WITH 8 U.S.C. § 1373

1.0 In regards to the program or activity funded under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

2.0 A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of compliance with 8 U.S.C. 1373, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 signed by the chief legal officer of the third tier subrecipient.

3.0 Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any "information-communication restriction."

4.0 Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any "information-communication restriction."

5.0 For **STATE AGENCIES**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A state statute or a state rule, regulation, policy or practice must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A state statute, or a state rule, regulation, policy or practice must be in place that is designed to ensure that, when a state (or state contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

6.0 For units of **LOCAL GOVERNMENT**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that, when a local government (or local government contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

7.0 Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

8.0 Nothing in this condition shall be understood to authorize any subrecipient at any tier to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

SECTION VIII: ADDITIONAL REQUIREMENTS

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

2.0 **National Environmental Policy Act (NEPA)**

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

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

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

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

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection

of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

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

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

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

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

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and

other outreach to decrease crashes caused by distracted drivers.

- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database -** If PREA program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/si001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy -

For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

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

- 13.0 Trafficking in Persons -** The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in

persons are incorporated by reference and posted at www.ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

19

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO CONSIDER APPROVAL OF THE FDOT CIGP/SCOP REIMBURSEMENT AGREEMENT TO RECONSTRUCT & RESURFACE 1ST AVENUE SOUTH IN STEINHATCHEE AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS.

MEETING DATE REQUESTED:

February 18, 2020

Statement of Issue:

Under the Florida Department of Transportation's County Incentive Grant and Small County Outreach Programs, the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT.

Recommended Action: The Board of County Commissioners should approve the CIGP/SCOP Reimbursement Agreement to reconstruct and resurface 1st Avenue South from State Road 51 to SR 51, approximately 1.19 miles. In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chairperson of the Board of County Commissioners to enter into the agreement on the behalf of the Board.

Fiscal Impact:

FISCAL YR 2019/20 - \$107,508.00 CIGP Funding
FISCAL YR 2019/20 - \$2,500,000.00 SCOP Funding

Budgeted Expense:

NO

Submitted By:

COUNTY ENGINEER

Contact:

County Engineer

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Taylor County has elected to participate in the Florida Department of Transportation's County Incentive Grant (CIGP) and Small County Outreach (SCOP) Programs. Under these programs, the County receives funding for projects that serve to relieve traffic congestion on the State Highway System (CIGP) and for improvements of County-Owned roadways (SCOP). In exchange for this funding, the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT along with a resolution that specifically authorizes the Chair of the Board of County Commissioners to enter into the agreement.

Under the proposed reimbursement agreement, Taylor County is responsible for project design, permitting and administration. However, FDOT must first approve the proposed scope of work and successful bidder prior to beginning any construction activities. Once approved, FDOT will

reimburse up to \$2,607,508.00 toward the construction and actual design and administration cost of the proposed improvements. In accordance with the terms of the agreement, The Board must let the construction contract on or before December 31, 2022, and complete the project by June 30, 2024.

In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chair of the Board of County Commissioners to enter into the agreement. A certified copy of the resolution must be returned with the signed agreement to FDOT and also uploaded as part of their electronic Docusign process.

Options:

- 1) Award the proposed reimbursement agreement and resolution.
- 2) Reject the proposed reimbursement agreement and resolution.

Attachments:

Resolution authorizing Chair to sign the agreement on behalf of the Commission
FDOT CIGP/SCOP Reimbursement Agreement – 1st Avenue South

RESOLUTION NO. _____

1st Avenue South CIGP/SCOP Agreement - Signature Authorization

WHEREAS, the Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chair of the Board of County Commissioners to enter into the Florida Department of Transportation's County Incentive Grant and Small County Outreach Programs (CIGP/SCOP) Reimbursement Agreement to reconstruct and resurface 1st Avenue South in Steinhatchee from State Road 51 to SR 51 approximately 1.19 miles.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that:

1. The Chair of the Board is authorized to enter into the CIGP/SCOP Reimbursement Agreement to reconstruct and resurface 1st Avenue South from State Road 51 to SR 51 for approximately 1.19 miles in Taylor County, Florida.

PASSED in regular session this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____

Pam Feagle, Chair

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

FPN: <u>439669-1-54-01</u>	Fund: <u>CIGP</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>088572</u> FLAIR Obj: <u>751000</u>
FPN: <u>439669-1-54-01</u>	Fund: <u>SCOP</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>71</u>	Contract No: _____	Vendor No: <u>F596000879041</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Taylor County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

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 Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):

- ☒ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
☐ _____, _____, _____

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, 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, construction and CEI for resurfacing including pedestrian path including sidewalk along 1st Avenue from SR 51 to SR 51 in Steinhatchee, Florida, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into 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 the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2024. 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 Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
07/19

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** 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 laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also 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 through mutual written agreement.
 - 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 an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. 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. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$2,607,508.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,607,508.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
07/19

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. 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"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. 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.
- 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 standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been 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 **Attachment F – Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred 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 "G", 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 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.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred 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 deliverables and costs incurred are received, inspected, and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
07/19

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, 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 a 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 Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. 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.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. 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.
- j. 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.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any 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.
- l. 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:

"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."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
07/19

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance 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.

8. 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.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. 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.
- c. 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.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may 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 hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
07/19

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that 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. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of 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.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. 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.
- e. 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

limited to, the applicable provisions of the Manual of Uniform Traffic Control 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, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. 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 made 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 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 "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: 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 state financial assistance or limit the authority of any state agency inspector general, the 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 Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
07/19

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded 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, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted 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. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. 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 does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
07/19

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the 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.
- 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, DFS or the 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, DFS or the 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.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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.
- b. 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
07/19

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.

- c. 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.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. 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 the Recipient during the term of the contract; and
 - ii. Expressly require any 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.
- g. 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.

14. 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.
- 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 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
07/19

granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of 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 provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 07/19

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall 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.
- b. 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.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. 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.
- e. 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.
- f. 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.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
07/19

- c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. ☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____
- e. **Exhibit and Attachment List**
- Exhibit A: Project Description and Responsibilities
 - Exhibit B: Schedule of Financial Assistance
 - *Exhibit C: Engineer's Certification of Compliance
 - Exhibit D: State Financial Assistance (Florida Single Audit Act)
 - Exhibit E: Recipient Resolution
 - *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
 - *Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

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: Pam Feagle
Title: Chair

By: _____
Name: _____
Title: District Secretary

Legal Review:

By: _____
Name: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 1**EXHIBIT "A"****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 439669-1-54-01

This exhibit forms an integral part of the State-Funded Grant 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: Approx.1.1 miles

PROJECT DESCRIPTION: design, construction and CEI for resurfacing including pedestrian path including sidewalk along 1st Avenue from SR 51 to SR 51 in Steinhatchee, Florida.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency is required to provide a copy of the design plans for the Department's review. The County must notify the Department prior to commencement of any right-of-way activities, if any.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

Design to be completed by December 31, 2021

Construction contract to be let by December 31, 2022

Construction to be completed by June 30, 2024

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: All improvements on the FDOT system shall be ran through the FDOT permitting process. Prior to advertisement: 1) copy of the signed and sealed plans (electronic, if possible) 2) Right of Way, Railroad and Utility Certification 3) copy of necessary easement

Prior to concurrence: 1) Agency to submit name of prequalified FDOT Contractor
2) final bid documents 3) Agency's CEI selection 4) contractor's preliminary construction schedule

Deliverables: Construction related activities and Construction Engineering and Inspection (CEI) related activities. Quarterly Invoices & Progress Report must be submitted. A field review must be done prior to final reimbursment request processed ensuring that all deliverables have been met in accordance with the contract.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

525-010-80
PROGRAM MANAGEMENT
09/17
Page 1 of 2

RECIPIENT NAME & BILLING ADDRESS: <u>Taylor County BOCC</u> <u>PO Box 620</u> <u>Perry, Florida 32348</u>	FINANCIAL PROJECT NUMBER: <u>439669-1-54-01</u>
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I. PHASE OF WORK by Fiscal Year:	FY 2020	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (____)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

525-010-60
PROGRAM MANAGEMENT
09/17
Page 2 of 2

Design, Construction and Construction Engineering and Inspection - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$2,607,508.00
Maximum Department Participation - (<u>County Incentive Grant Program (CIGP)</u>)	100% or \$ 107,508.00	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (ISmall County Outreach Program (SCOP))	% or \$ 2,500,000.00	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$2,607,508.00	\$0.00	\$0.00	\$2,607,508.00

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.

Kim Evans

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 1**EXHIBIT "C"****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETIONSTATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Taylor County

PROJECT DESCRIPTION: design, construction and CEI for resurfacing including pedestrian path including sidewalk along 1st Avenue from SR 51 to SR 51 in Steinhatchee, Florida

FPID#: 439669-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 1**EXHIBIT D****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐

***Award Amount:** \$-2,607,508.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
10/18
Page 1 of 1

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 1**ATTACHMENT 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:

(1) Salaries: A payroll register or similar documentation should be submitted. 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.

(2) 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.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. 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 Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that 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 http://www.myfloridacfo.com/aadir/reference_guide/.

20

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Task Order # 10 with AVCON, INC. in the amount of \$20,920.00 to prepare the bid documents and required specifications for the Runway Obstruction Tree Clearing Project at Perry Foley Airport. The project will be 100% funded with an FDOT grant the County has already received.

MEETING DATE REQUESTED:

February 18, 2020

Statement of Issue: Board to review and approved Task Order #10 with AVCON, INC.

Recommended Action: Approve Task Order #10.

Fiscal Impact: The Task Order is funded with a grant from FDOT and is included in the FY 19-20 budget.

Budgeted Expense: The project will be 100% grant funded as indicated above.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County received a grant from FDOT in the amount of \$117,354 for the removal of trees obstructing the runway glide slopes at Perry Foley Airport. AVCON will be preparing bid documents, required specifications and will provide project management and oversight services to meet all the requirements of FDOT and FAA. AVCON's services and the costs associated with the tree removal will be 100% funded with an FDOT grant. The bid documents will be on the March 2, 2020 agenda for Board approval.

Attachments: Task Order #10.

**TASK ORDER NO. 10
Obstruction Tree Removal**

**Perry Foley Airport
Professional Design, Bid, and Construction Phase Services
February 10, 2020**

Task Order No. 10

AVCON, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for the **Taylor County Board of County Commissioners** (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Professional Engineering, Planning, Design, and Construction Management Services, dated December 12, 2017, all of which terms and conditions are incorporated herein by reference.

- 1. Task Location:** Perry Foley Airport
Taylor County, Florida
- 2. Task Name:** Obstruction Tree Removal
- 3. Task Description/Scope of Services:** Consultant shall perform services as identified in Exhibit "A" – Scope of Services attached hereto.
- 4. Compensation:** All work performed under this Task Order shall be compensated for on a Lump Sum basis as derived in Exhibit "A" – Scope of Services attached hereto and summarized as follows:

Tasks	AVCON Fee
Task 1: Design Phase Services:	\$ 8,950.00
Task 2: Bid Phase Services:	\$ 3,880.00
<u>Task 3: Construction Phase Services:</u>	<u>\$ 8,090.00</u>
Totals:	\$ 20,920.00

The Lump Sum fee for the services shall be Twenty Thousand, Nine Hundred Twenty and 00/100 dollars (\$20,920.00) and shall include all job-related travel costs, reprographic costs, printing/plotting costs, telephone/facsimile charges, and mail charges required to perform the work specified.

- 5. Schedule:** The Consultant shall prepare a set of design documents by early-March 2020.

Accepted by:

**Taylor County Board of
County Commissioners**

By: _____

Printed Name: Ms. Pam Feagle

Title: Chairperson

Accepted by:

AVCON, Inc.

By: _____


Printed Name: Virgil C. "Lee" Lewis, P.E.

Title: Regional Manager

**EXHIBIT "A": SCOPE OF SERVICES
Obstruction Tree Removal**

**Perry Foley Airport
Professional Design, Bid, and Construction Phase Services
February 10, 2020**

SECTION A: PURPOSE

The purpose of this project is to prepare bid documents for the removal of natural obstructions to the approach surfaces for Runways 18-36 and 12-30 at Perry Foley Airport. The project limits are depicted in Exhibit "B." This scope of work details the work to be performed by AVCON INC. for this project.

SECTION B: SCOPE OF SERVICES

The following tasks identify the scope of professional services to be performed by the Consultant:

Task 1: Design Phase Services

1. **Conduct Site Visit:** Consultant shall visit the site to confirm the presence of trees in the approach surfaces for Runways 18-36 and 12-30 and identify any site conditions that should be accounted for in the design.

Subtotal Task 1.2 = \$1,900.00

2. **Define Runway Protection Zones and Tree Removal Limits:** Consultant shall define the runway protection zones for all four runway ends based on the type of approach to establish the limits of tree removal. Consultant shall also evaluate the approach surface information containing in the most recent Master Plan Update to determine the clearing limits.

Subtotal Task 1.3 = \$660.00

3. **Determine Clearing Requirements in the Wetlands:** Consultant shall coordinate with the Florida Department of Environmental Protection and the Suwannee River Water Management District to determine the tree clearing requirements in wetlands. At least one area to be cleared is known to be in a wetland area. These requirements shall be outlined in the bid documents.

Subtotal Task 1.4 = \$660.00

4. **Prepare Bid Drawings:** Consultant shall prepare construction drawings depicting the clearing work and requirements which will be included in the Release for Bid package to bidders.

Subtotal Task 1.5 = \$4,080.00

5. **Prepare Bid Manual:** Consultant shall prepare the Bid Advertisement, Front End Documents, Contract, General Conditions, and Technical Specifications for this project which will be included in the Release for Bid package to bidders.

Subtotal Task 1.6 = \$990.00

6. **Prepare Final Bid Documents and Estimate of Probable Construction Costs:** Following receipt of review comments provided by Taylor County, Consultant shall prepare and submit final Bid Documents to Taylor County and prepare an Opinion of Probable Construction Costs.

Subtotal Task 1.7 = \$660.00

EXHIBIT "A": SCOPE OF SERVICES—AVCON, INC.
Obstruction Tree Removal
February 10, 2020
Page 2 of 2

Task 2: Bid Phase Services: This task shall include attending a pre-bid conference with perspective bidders, coordinate Bid Documents with bidders, prepare responses to bidder questions, issue addenda to bid documents as needed, review the bids received for this project, and prepare a Recommendation of Award and Bid Tabulation.

Subtotal Task 2 = \$3,880.00

Task 3: Construction Phase Services: This task shall include one (1) site visit during construction, a substantial completion inspection, provide responses to contractor questions, review pay applications, complete FDOT close-out documentation, and provide record drawings.

Subtotal Task 3 = \$8,090.00

Total Project Budget = \$20,920.00

SECTION D: EXCLUSIONS AND ASSUMPTIONS

The following elements of work shall not be performed by AVCON as part of this scope, but shall be considered additional services:

- Preparation or submittal of construction permit applications
- Environmental permitting
- Observation of wetland clearing work to ensure compliance with regulatory requirements
- Coordinate with affected landowners
- Survey to confirm existing tree lines
- Obstruction/approach survey following clearing activities

SECTION E: OUT-OF-POCKET EXPENSES

All job-related travel, job-related reprographic costs and supplies, interim review document printing, telefax and long distance charges, mail and express mail services, and printing and plotting costs associated with the design and preparation of contract documents shall be included in the lump sum budget associated with each associated service task.

SECTION F: ADDITIONAL SERVICES

Additional services may be separately added to this contract during the course of work based upon agreed fees. No additional services shall be undertaken without the written authorization of Taylor County and FDOT.

END OF SCOPE

EXHIBIT B

0' 200' 400' 800' North
GRAPHIC SCALE IN FEET
ANNUAL DATE OF CHANGE: 07-14-14
SOURCE: AERIAL PHOTOGRAPHY
DATE: 9 MARCH 2015

LEGEND			
DESCRIPTION	EXISTING	ULTIMATE	TO BE REMOVED
AIRPORT PROPERTY LINE	---	---	N/A
ACTIVE AIRFIELD PAVEMENT	---	---	N/A
PASIVE PAVEMENT (SHOULDERS, BLAST PADS)	---	---	N/A
PAVED ROADS & PARKING	---	---	N/A
BUILDINGS - ON AIRPORT PROPERTY	---	---	N/A
BUILDINGS - OFF AIRPORT PROPERTY	---	---	N/A
BUILDING RESTRICTION LINE	---	---	N/A
AIRPORT REFERENCE POINT	---	---	N/A
RUNWAY PROTECTION ZONE	---	---	N/A
RUNWAY SAFETY AREA	---	---	N/A
RUNWAY OBSTACLE FREE AREA	---	---	N/A
RUNWAY OBSTACLE FREE ZONE	---	---	N/A
RUNWAY VISIBILITY ZONE	---	---	N/A
TAXIWAY OBSTACLE FREE AREA	---	---	N/A
APPROACH SURFACE	---	---	N/A
THRESHOLD SITING SURFACE	---	---	N/A
DEPARTURE SITING SURFACE	---	---	N/A
FENCE	---	---	N/A
PAVE (4-BOX OR 2-BOX AS SHOWN)	---	---	N/A
REL	---	---	N/A
WIND CONE AND SEGMENTED CIRCLE	---	---	N/A
SUPPLEMENTAL WIND CONE	---	---	N/A
STORM DRAINAGE CHANNELS	---	---	N/A
WATER/NORMALLY WET STORMWATER TREATMENT POND	---	---	N/A
WOODED AREA	---	---	N/A
CONTOURS	---	---	N/A

CONSTRUCTION NOTICE REQUIREMENT

TO PROTECT OPERATIONAL SAFETY AND FUTURE DEVELOPMENT, ALL PROPOSED CONSTRUCTION ON THE AIRPORT MUST BE COORDINATED BY THE AIRPORT OWNER WITH THE FAA AIRPORTS DISTRICT OFFICE PRIOR TO CONSTRUCTION. FAA'S REVIEW TAKES APPROXIMATELY 60 DAYS.

EXISTING FACILITY DATA

ID NUMBER	DESCRIPTION	ELEVATION IN FEET (NAVD83)
1	TERMINAL BUILDING	20
2	TAYLOR COUNTY FIRE DEPARTMENT	40
3	100LL FUEL TANK	12
4	JET-A FUEL TANK	12
5	SUN SHELTER	27
6	LEASD BUILDING	12
7	AIRPORT ELECTRICAL VAULT	10
8	AIRPORT BEACON	60
9	TRAVEL	32
10	WIND CONE	8
11	T-HANGARS (8)	17
12	HANGAR	32
13	SUN SHELTERS (28-3)	20

CONDITIONALLY-APPROVED FEDERAL AVIATION ADMINISTRATION

THIS APPROVAL IS SUBJECT TO REVIEW AS CONDITIONS CHANGE AND IS SUBJECT TO THE LIMITATIONS CONTAINED IN OUR LETTER

DATED _____

DREXEL AIRPORTS DISTRICT OFFICE _____ DATE _____

SPONSOR APPROVAL

THIS AIRPORT DRAWING IS APPROVED BY:

SIGNATURE _____ DATE _____

NAME _____

TITLE _____



AVCON

AVCON, INC.
1000 AVCON DRIVE, SUITE 100, DALLAS, TEXAS 75243
TEL: 972.444.4444 FAX: 972.444.4444
WWW.AVCON.COM

**PERRY-FOLEY
AIRPORT**

**AIRPORT LAYOUT PLAN
SET**

**AIRPORT LAYOUT
PLAN**

SCALE:

NO. DATE BY DESCRIPTION

1 10/1/14 J.M.S. 100LL FUEL TANK

2 10/1/14 J.M.S. JET-A FUEL TANK

3 10/1/14 J.M.S. SUN SHELTER

4 10/1/14 J.M.S. LEASD BUILDING

5 10/1/14 J.M.S. AIRPORT ELECTRICAL VAULT

6 10/1/14 J.M.S. AIRPORT BEACON

7 10/1/14 J.M.S. TRAVEL

8 10/1/14 J.M.S. WIND CONE

9 10/1/14 J.M.S. T-HANGARS (8)

10 10/1/14 J.M.S. HANGAR

11 10/1/14 J.M.S. SUN SHELTERS (28-3)

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164 10/1/14 J.M.S. HANGAR

165 10/1/14 J.M.S. SUN SHELTERS (28-3)

166 10/1/14 J.M.S. 100LL FUEL TANK

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF REQUEST TO WAIVE
BOAT RAMP FEES FOR THE HOOKED ON HEROES-TAKE
A VETERAN FISHING EVENT TO BE HELD ON APRIL 4,
2020.

MEETING DATE REQUESTED:

FEBRUARY 18, 2020

Statement of Issue:

HOOKED ON HEROES IS A NON-PROFIT ORGANIZATION
THAT SERVES VETERANS OF ALL BRANCHES. THIS
REQUEST IS THAT THE BOARD WAIVE ALL BOAT RAMP
FEES ON APRIL 4, 2020 FOR THE EVENT AND REQUESTS
20-25 PASSES.

Recommended Action: APPROVE

Fiscal Impact:

Budgeted Expense:

Submitted By: RON CADLE

Contact: 386-364-9589

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Quarterly Status Report to Taylor County BOCC by Langton Associates, Inc. on Construction Engineering and Inspection Services provided for the Taylor County FRA Competitiveness & Employment By Rail (CEBYR) Project

MEETING DATE REQUESTED:

Tuesday, February 18, 2020

Statement of Issue: Quarterly Status Report

Recommended Action: Informational

Fiscal Impact: None

Budgeted Expense: None

Submitted By: Heather Pullen, Grant Administrator, Langton Associates, Inc.

Contact: LaWanda Pemberton, County Administrator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

This quarterly report includes an update on required tasks and activities completed during the third quarter of the Grant Award period. Heather Pullen from Langton Associates, Inc. will be here to provide a verbal report of the latest tasks and activities that have completed for this project.

Options: N/A

Attachments: Quarterly Status Report – CEI Services – Taylor County FRA CEBYR Project – Quarter 3 (10/1/2019-12/31/2019)



Langton
CONSULTING



Taylor County FRA CEBYR Project Construction Engineering & Inspection Services Quarterly Status Report

Performance Period: October 1, 2019 – December 31, 2019	
Construction Engineering & Inspection Services	<ul style="list-style-type: none">• None reported this period.
Grant Administration	<ul style="list-style-type: none">• Draft and submit Quarterly Performance Report for Quarter 2 (7/1/2019-9/30/2019). Submitted 10/25• Draft and submit Quarterly Financial Progress Report (SF-425) for Quarter 2 (7/1/2019-9/30/2019). Submitted 10/25• Received approval of Task. 1.5 Crossing Safety Diagnostic on 10/25• Received approval of Task 1.4 Preliminary Engineering Design Plan 11/12• Edit Payment Reimbursement Process Procedure• Review and edit all Railwork RFQs• Review and edit Track Work RFQ• Conduct 6 affirmative steps to contracting with DBE/MBE/WBE companies for both Rail Work and Track Work RFQs• Edited Project Work/Management Plan based on FRA comments and submitted 12/14• Attend bid-opening webinar for Rail Work RFQs 12/18• Update all procurement records in off-site recordkeeping system• Received approval of Project Work/Management Plan from FRA staff 12/23



Langton
CONSULTING

Meetings/Correspondence

- Weekly Touchpoint Calls with OmniTRAX every Tuesday
- Conducted monthly check-in call with FRA staff 10/22
- Conducted monthly check-in call with FRA staff 11/26

23

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Update on RESTORE Act Direct Component Grant Program Application for the planning and design of the Keaton Beach and Steinhatchee Boat Ramp Dredging projects.

MEETING DATE REQUESTED:

Tuesday, February 18, 2020

Statement of Issue: Informational

Recommended Action: Approve for Submission to Treasury

Fiscal Impact: \$148,500.00

Budgeted Expense: None

Submitted By: Heather Pullen, Grant Administrator Langton Associates, Inc.

Contact: LaWanda Pemberton, County Administrator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The First Draft of the County's first RESTORE Act Direct Component Grant Program Application for Planning and Design of the Keaton Beach and Steinhatchee Boat Ramp Dredging projects was completed by Langton Associates, Inc. and submitted in Grantsolutions.gov in October 2019. The following issues have occurred in since then that have created a delay in the Award of grant funding for this project:

- Treasury Grant Representative re-assignment
- New Treasury guidance on contractual services
- Reduction of Grant Budget due to new guidance on contractual services
- Revised Task Orders for RESTORE Act Grant Writing and Grant Administration Services
- New Treasury guidance on Projects that require Planning and Design before Construction

Heather Pullen from Langton Associates, Inc. will provide a verbal report to explain the reasons for the delay in Award of this project. New anticipated Award date: March 1, 2020.

Options: N/A

Attachments:

MEMO

DATE: February 12, 2020

TO: Taylor County Board of County Commissioners

CC: LaWanda Pemberton, County Administrator

FROM: Heather Pullen, Sr. Public Affairs Consultant

RE: REVISED Taylor County RESTORE Act Direct Component Program Grant Application – Phase 1: Planning and Design for Keaton Beach Canal and Steinhatchee Boat Ramp Basin Dredging Projects

Please accept this request for consideration of approval of a revised grant application for the Phase 1: Planning and Design for Keaton Beach Canal and Steinhatchee Boat Ramp Basin Dredging Projects. This revised grant application includes the following edits requested by the U.S. Department of Treasury in January 2020:

- The overall grant budget was reduced from \$175,000 to \$148,500 due to a decrease in RESTORE Act Grant Writing Consultant and Program Administration Services fees;
- New revised Task Orders for pre-award grant writing and post award grant administration had to be drafted and approved by Treasury before being sent to the County Administrator for approval. These revised Task Orders show the reduced fees for RESTORE Act Grant Writing Consultant and Program Administration Services based on amended language in our current Agreement that describes a not-to-exceed fee of 3% of total project costs for grant writing and 7% for grant administration services; AND
- Additional language was added throughout the grant application to clearly describe that this is a Phase 1: Planning and Design grant application and a new grant application will be drafted for Phase 2: Construction activities.

Upon your approval of this revised grant application, the final grant application and revised Task Orders will be uploaded into Grantsolutions.gov, certified by Chairperson Feagle, and submitted to Treasury for Award Agreement processing.

Thank you for your consideration.

Table Of Contents

Applicant: Taylor County Board of Commissioners
Application Number: RDC2020000232
Project Title: Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp
Status: Work in Progress

Please verify if all attachments in the application package appear as expected.

Grant Announcement

Online Forms

Additional Information to be Submitted

1. GR-RDC-19-002 -- RESTORE Act Direct Component - Construction and Real Property Activities
2. SF-424 Application for Federal Assistance Version 2
3. SF-424A Budget Information - Non-Construction
4. SF-424C
5. SF424D - Construction Assurances OR SF424D - Assurances - Construction Programs
6. SF-LLL Disclosure of Lobbying Activities
7. Restore Act Direct Component Applicant Certifications
8. Restore Act Direct Component Application Narrative
9. Restore Act Environmental Checklist
10. Restore Act Milestones Report
11. Restore Act Status of Performance Report
12. Additional Information Upload
 - (Upload #1): SOQ for Design Services
 - (Upload #2): Langton Contract
 - (Upload #3): RESTORE Grant Consultant RFQ and bid package

- (Upload #0): PER report
- (Upload #0): State Clearinghouse letter
- (Upload #0): Keaton Beach
- (Upload #0): Steinhatchee Boat Ramp

13. Authorized Official Designation Letter Upload

14. Construction Documentation Upload

- (Upload #0): SOQ for Design Services
- (Upload #0): Langton Contract
- (Upload #0): RESTORE Grant Consultant RFQ and bid package
- (Upload #4): PER report
- (Upload #0): State Clearinghouse letter
- (Upload #0): Keaton Beach
- (Upload #0): Steinhatchee Boat Ramp

15. Environmental Checklist Documentation

- (Upload #0): SOQ for Design Services
- (Upload #0): Langton Contract
- (Upload #0): RESTORE Grant Consultant RFQ and bid package
- (Upload #0): PER report
- (Upload #5): State Clearinghouse letter
- (Upload #0): Keaton Beach
- (Upload #0): Steinhatchee Boat Ramp

16. Indirect Cost Rate Agreement Upload

17. Location Map Upload

- (Upload #0): SOQ for Design Services
- (Upload #0): Langton Contract
- (Upload #0): RESTORE Grant Consultant RFQ and bid package
- (Upload #0): PER report
- (Upload #0): State Clearinghouse letter
- (Upload #6): Keaton Beach
- (Upload #7): Steinhatchee Boat Ramp

18. Real Property Documentation Upload

Note: Upload document(s) printed in order after online forms.

Disclosures

It appears that all attachments in the application have been processed correctly. Please review the application to ensure that the attached files display correctly as uploaded.

Application for Federal Assistance SF-424

Version 02

* 1. Type of Submission:

- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State: 12/04/2019

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Taylor County Board of Commissioners

* b. Employer/Taxpayer Identification Number (EIN/TIN):

59-6000879

* c. Organizational DUNS:

065887796

d. Address:

* Street1: 201 E. Green Street

Street2:

* City: Perry

County:

* State: Florida

Province:

* Country: UNITED STATES

* Zip / Postal Code: 32347-2737

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name: Melody

Middle Name:

* Last Name: Cox

Suffix:

Title: Grants Director

Organizational Affiliation:

Staff, Taylor County

* Telephone Number: 8508383553

Fax Number:

* Email: melody.cox@taylorcountygov.com

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

-Restore Act

11. Catalog of Federal Domestic Assistance Number:

21.015

CFDA Title:

Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast Sta

*** 12. Funding Opportunity Number:**

GR-RDC-19-002

*** Title:**

RESTORE Act Direct Component - Construction and Real Property Acquisition Activities

13. Competition Identification Number:

GR-RDC-19-002-063101

Title:

RESTORE Act Direct Component - Construction and Real Property Acquisition Activities

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant

2nd

* b. Program/Project

2nd

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

03/01/2020

* b. End Date:

02/28/2021

18. Estimated Funding (\$):

* a. Federal

148500

* b. Applicant

0

* c. State

0

* d. Local

0

* e. Other

0

* f. Program Income

0

* g. TOTAL

148500

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 06/28/2019☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

☐ Yes☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name: Pam

Middle Name:

* Last Name:

Feagle

Suffix:

* Title:

Chairperson of County Commission

* Telephone Number:

8508383553

Fax Number:

* Email:

pfeagle@taylorcountygov.com

* Signature of Authorized Representative:

Completed on Submission

* Date Signed:

Application for Federal Assistance SF-424

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

BUDGET INFORMATION - Non-Construction Programs

U.S. DEPARTMENT OF THE INTERIOR

Expiration Date: 01/31/2019

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Restore Act Direct Comp	21.015			\$148,500.00		\$148,500.00
2. Restore Act Direct Comp						
3. Restore Act Direct Comp						
4. Restore Act Direct Comp						
5. Totals				\$148,500.00		\$148,500.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)	
	(1) Restore Act Direct Comp	(2) Restore Act Direct Comp	(3) Restore Act Direct Comp	(4) Restore Act Direct Comp		
a. Personnel						
b. Fringe Benefits						
c. Travel						
d. Equipment						
e. Supplies						
f. Contractual	\$148,500.00				\$148,500.00	
g. Construction						
h. Other						
i. Total Direct Charges (sum of 6a-6h)	\$148,500.00				\$148,500.00	
j. Indirect Charges						
k. TOTALS (sum of 6i and 6j)	\$148,500.00				\$148,500.00	
7. Program Income						

Authorized for Local Reproduction

Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8				
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)				

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$148,500.00	\$37,125.00	\$37,125.00	\$37,125.00	\$37,125.00
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$148,500.00	\$37,125.00	\$37,125.00	\$37,125.00	\$37,125.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.				
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)				

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 0.00	\$ 0.00	\$ 0.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 0.00	\$ 0.00	\$ 0.00
3. Relocation expenses and payments	\$ 0.00	\$ 0.00	\$ 0.00
4. Architectural and engineering fees	\$ 0.00	\$ 0.00	\$ 0.00
5. Other architectural and engineering fees	\$ 0.00	\$ 0.00	\$ 0.00
6. Project inspection fees	\$ 0.00	\$ 0.00	\$ 0.00
7. Site work	\$ 0.00	\$ 0.00	\$ 0.00
8. Demolition and removal	\$ 0.00	\$ 0.00	\$ 0.00
9. Construction	\$ 0.00	\$ 0.00	\$ 0.00
10. Equipment	\$ 0.00	\$ 0.00	\$ 0.00
11. Miscellaneous	\$ 0.00	\$ 0.00	\$ 0.00
12. SUBTOTAL (sum of lines 1-11)	\$ 0.00	\$ 0.00	\$ 0.00
13. Contingencies	\$ 0.00	\$ 0.00	\$ 0.00
14. SUBTOTAL	\$ 0.00	\$ 0.00	\$ 0.00
15. Project (program) income	\$ 0.00	\$ 0.00	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 0.00	\$ 0.00	\$ 0.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X <u>100</u> %		\$ 0.00

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE
Pam Feagle		Chairperson
APPLICANT ORGANIZATION		DATE SUBMITTED
Taylor County Board of Commissioners		Not Submitted

SF-424D (Rev. 7-97) Back

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: N/A N/A N/A Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: Restore Act CFDA Number, if applicable: _____ 21.015	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> N/A, N/A	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(if individual, last name, first name, MI):</i> N/A, N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: feagle, pam Title: chairperson Telephone No: _____ Date: _____		

RESTORE Act Environmental Checklist

Department of the Treasury

OMB Number
1505-0250

Directions: The following questions will aid the applicant in identifying the environmental laws that may apply to the eligible activity and the environmental documents that may be required from listed agencies and submitted with the grant application. Follow up to the questions should be listed in the table located on the last page of the checklist. Treasury will use the submittals to record the Applicant's assertion that it has complied with applicable environmental laws.

PROPOSED PROJECT NAME: Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp

APPLICANT NAME: Taylor County Board of Commissioners

FEDERAL LAWS

1.1 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The NEPA of 1969 (42 U.S.C. 4321 et seq.) provides a national policy that encourages "productive and enjoyable harmony between man and his environment; to promote efforts which will prevent or eliminate damage to the environment and biosphere and stimulate the health and welfare of man . . ." The NEPA requires that all federal agencies use a systematic, interdisciplinary approach for protection of the human environment; this approach will ensure the integrated use of the natural and social sciences in any planning and decision-making that may have an impact upon the environment. The NEPA also requires the preparation of a detailed Environmental Impact Statement (EIS) on any major federal action that may have a significant impact on the environment. An Environmental Review may be required based on the answers to the following questions:

- | | | |
|----|---|---|
| 1) | Will the proposed activity be under the permitting authority of any federal agency? * | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 2) | Will the proposed activity receive federal assistance (other than RESTORE Act funding)? * | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| 3) | Will the proposed activity be subject to any federal regulatory decision or approval? * | <input type="radio"/> Yes <input checked="" type="radio"/> No |

If the answer to any of these questions is "yes," contact the relevant federal agency or agencies for further guidance on environmental compliance. Additional information concerning NEPA can be found at: <https://ceq.doe.gov>

- | | | |
|----|--|---|
| 4) | Has any environmental review (e.g., NEPA documentation or state or tribal equivalent) been prepared for this proposed eligible activity? * | <input type="radio"/> Yes <input checked="" type="radio"/> No |
|----|--|---|

If yes, please attach a copy of the documentation to this checklist.

1.2. COASTAL ZONE MANAGEMENT ACT (CZMA)

A federal consistency determination or certification pursuant to Section 307 of the Coastal Zone Management Act may be required from the state coastal zone management program, based on the answers to the following questions:

- | | | |
|----|---|---|
| 1) | Will the proposed activity occur in or near the state designated coastal zone https://coast.noaa.gov/czm/media/StateCZBoundaries.pdf * | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 2) | Is the activity likely to have reasonably foreseeable effects on any land or water use or natural resource of the designated coastal zone? * | <input type="radio"/> Yes <input checked="" type="radio"/> No |

If the answer to either of these questions is "yes," contact the State Coastal Zone Management Program <https://coast.noaa.gov/czm/about/?redirect=301ocm> for further guidance on federal consistency requirements in your state. Further guidance on federal consistency can be found at: <https://coast.noaa.gov/czm/consistency>

1.3 ENDANGERED SPECIES ACT (ESA)

A consultation pursuant to Section 7 of the Endangered Species Act and/or a permit and conservation plan pursuant to Section 10 may be required based on the answers to the following questions:

- | | | |
|----|--|---|
| 1) | Will the proposed activity occur in proximity to threatened or endangered species or critical habitat as defined by the ESA and under the jurisdiction of the National Marine Fisheries Service (NMFS), Species and Critical Habitat Found in the Southeast Region :: Southeast Regional Office (http://sero.nmfs.noaa.gov) or the U.S. Fish and Wildlife Service (USFWS), IPaC: Home (https://ecos.fws.gov/ipac/) * | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| 2) | Will the proposed activity potentially affect threatened or endangered species or critical habitat as defined by the ESA and under the jurisdiction of NMFS or USFWS? See (http://sero.nmfs.noaa.gov/protected_resources/section_7/effects_guidance/endangered_species_act_section_7_effects_determination_web_guidance_final.pdf) for further information. * | <input type="radio"/> Yes <input checked="" type="radio"/> No |

If the answer to either of these questions is "yes," or you are unsure, contact the appropriate ecological services field office of the USFWS, (<https://www.fws.gov/offices/>) and/or the Office of Protected Resources Program of the NMFS, (<http://www.nmfs.noaa.gov/pr/index.htm>), to determine if consultation is required. Most consultations are conducted informally with the federal agency or a designated non-federal representative. Non-federal representatives may be involved in the informal consultation process and may request and receive species lists, prepare the biological assessment, and provide information for the formal consultation. However, the action agency is required to formally designate the non-federal representative in writing. Moreover, the ultimate responsibility for Section 7 obligations remains with the federal action agency. Further guidance concerning Section 7 consultations can be found in the Endangered Species Act Consultation Handbook at Centralized Library, Final Section 7 Consultation Handbook: U.S. Fish and Wildlife Service (<https://www.fws.gov/policy/m0002.html>). Further guidance concerning Section 10 permits and conservation plans for activities involving threatened or endangered marine and anadromous species can be found at (http://www.nmfs.noaa.gov/pr/permits/ESA_permits.html). For terrestrial or freshwater species or land-based sea turtle activities, further guidance concerning section 10 permits and habitat conservation plans can be found at (<https://www.fws.gov/endangered/esa-library/index.html>)


1.4 MIGRATORY BIRD TREATY ACT AND BALD AND GOLDEN EAGLE PROTECTION ACT

The Migratory Bird Treaty Act makes it illegal for anyone to take, possess, import, export, transport, sell, purchase, barter, or offer for sale,

<p>purchase, or barter, any migratory bird, or the parts, nests, or eggs of such a bird except under the terms of a valid permit issued pursuant to Federal regulations. The migratory bird species protected by the Act are listed in 50 C.F.R. 10.13. The Bald and Golden Eagle Protection Act prohibits anyone, without a permit issued by the Secretary of the Interior, from "taking" bald eagles (or any golden eagle), including their parts, nests, or eggs. The Act defines "take" as "pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb." A permit may be required based on the answers to the following questions:</p>		
1)	Will the proposed activity affect any migratory bird species protected by the Migratory Bird Treaty Act? *	<input type="radio"/> Yes <input type="radio"/> No
2)	Will the proposed activity affect any bald or golden eagles protected by the Bald and Golden Eagle Protection Act? *	<input type="radio"/> Yes <input type="radio"/> No
<p>If the answer to either question is "yes" or you are unsure, contact the appropriate ecological services field office of the USFWS, (https://www.fws.gov/birds/policies-and-regulations/permits/regional-permit-contacts.php) More information can be found at (https://www.fws.gov/birds/policies-and-regulations/laws-legislations/migratory-bird-treaty-act.php) and (https://www.fws.gov/birds/policies-and-regulations/laws-legislations/bald-and-golden-eagleprotection-act.php)</p>		
<p>1.5 MAGNUSON - STEVENS FISHERY CONSERVATION AND MANAGEMENT ACT (FCMA)</p>		
<p>Consultation with the NMFS may be required if Essential Fish Habitat (EFH) is present and based on the answers to the following questions:</p>		
1)	Will the proposed activity occur in proximity to Essential Fish Habitat as identified by the Protected Resources Program? (http://www.fisherycouncils.org/ and http://www.nmfs.noaa.gov/sfa/management/councils/ *)	<input type="radio"/> Yes <input type="radio"/> No
2)	Will the proposed activity potentially adversely affect EFH? *	<input type="radio"/> Yes <input type="radio"/> No
<p>If the answer to either of these questions is "yes" or you are unsure, contact the Office of Protected Resources Program of the NMFS, (http://www.nmfs.noaa.gov/pr/index.htm), or Regional Fishery Management Council, (http://www.fisherycouncils.org/), to determine if consultation is required. Further guidance concerning EFH can be found at, (http://www.habitat.noaa.gov/index.html) Information about consultations can be found in the Essential Fish Habitat Consultation Guidance at (http://www.habitat.noaa.gov/pdf/efhconsultationguidancev1_1.pdf).</p>		
<p>1.6 MARINE MAMMAL PROTECTION ACT (MMPA)</p>		
<p>A permit may be required if an activity will result in the "take" of a marine mammal. Taking is defined as "to harass, hunt, capture, or kill, or attempt to harass, hunt, capture, or kill any marine mammal." Permits for most marine mammals are issued by NMFS. Manatees, polar bears, sea otters, walruses, and dugongs, however, are under the jurisdiction of the USFWS.</p>		
1)	Will the proposed activity occur in proximity to any known marine mammals? (http://www.nmfs.noaa.gov/pr/species/mammals/) or (https://ecos.fws.gov/ipac/) *	<input type="radio"/> Yes <input type="radio"/> No
2)	Will the proposed activity likely result in the take of a marine mammal? *	<input type="radio"/> Yes <input type="radio"/> No
<p>If the answer to either of these questions is "yes" or you are unsure, contact the NMFS Office of Protected Resources Program (http://www.nmfs.noaa.gov/pr/) or the appropriate USFWS ecological services office (https://www.fws.gov/offices/) to determine if a permit is required. Further guidance concerning marine mammal permits can be found at (http://www.nmfs.noaa.gov/pr/permits/mmpa_permits.html)</p>		
<p>1.7 MARINE PROTECTION, RESEARCH, AND SANCTUARIES ACT (MPRSA)</p>		
<p>Titles I and II of the Marine Protection, Research, and Sanctuaries Act (MPRSA), also referred to as the Ocean Dumping Act, generally prohibits (1) transportation of material from the United States for the purpose of ocean dumping; (2) transportation of material from anywhere for the purpose of ocean dumping by U.S. agencies or U.S.-flagged vessels; (3) dumping of material transported from outside the United States into the U.S. territorial sea. A permit may be required based on the answers to the following questions:</p>		
1)	Does the proposed activity involve an activity covered by the MPRSA? *	<input type="radio"/> Yes <input type="radio"/> No
<p>If the answer to this question is "yes," contact the Environmental Protection Agency's (EPA) Office of Wetlands, Oceans, and Watersheds/ Oceans and Coastal Protection Division for further guidance (https://www.epa.gov/aboutepa/about-office-water) or (https://www.epa.gov/aboutepa/about-office-water#wetlands). Further guidance about permits under the MPRSA can be found at (https://www.epa.gov/laws-regulations/summary-marine-protection-research-and-sanctuaries-act)</p>		
<p>1.8 NATIONAL MARINE SANCTUARIES ACT</p>		
<p>Each National Marine Sanctuary has its own unique set of regulations. There are some regulatory prohibitions that are typical for many sanctuaries: 1) discharging material or other matter into the sanctuary; 2) disturbance of, construction on or alteration of the seabed; 3) disturbance of cultural resources; and 4) exploring for, developing or producing oil, gas or minerals (with a grandfather clause for preexisting operations). A permit may be required from the National Oceanic and Atmospheric Administration (NOAA) based on the answers to the following questions:</p>		
1)	Is the proposed activity located in a National Marine Sanctuary (http://sanctuaries.noaa.gov/about/regions.html)? *	<input type="radio"/> Yes <input type="radio"/> No
<p>If the answer to this question is "yes" contact the nearest Regional Office of NOAA's National Marine Sanctuaries Program for further guidance (http://sanctuaries.noaa.gov/about/southeast.html)</p>		
<p>1.9 CLEAN WATER ACT (CWA)</p>		
<p>A separate type of permit is required to dispose of dredge or fill material in the Nation's waters, including wetlands. Authorized by Section 404 of the Act, this permit program is administered by the U.S. Army Corps of Engineers (USACE), subject to and using environmental guidance from the EPA. Some types of activities are exempt from permit requirements, including certain farming, ranching, and forestry practices that do not alter the use or character of the land; some construction and maintenance; and activities already regulated by States under other provisions of the Act. A permit may be required from the USACE based on the answers to the following questions:</p>		
1)	Will the proposed activity result in any disposal of dredge or fill material to the nation's waters or wetlands? *	<input type="radio"/> Yes <input type="radio"/> No
<p>If the answer to this question is "yes," contact the Regulatory Program of the nearest District Office of the USACE for further guidance on Section 404 permits at (http://w3.saj.usace.army.mil/permits/HQAvatar/)</p>		

<p>A Water Quality Certification (Section 401) is required for activities that may result in a discharge into navigable waters, including wetlands, watercourses, and natural or man-made ponds. A National Pollution Discharge Elimination System (NPDES) permit may also be required for such discharges.</p>	
1)	<p>Will the proposed activity result in any discharge to navigable waters? *</p> <p><input type="radio"/> Yes <input type="radio"/> No</p>
<p>If the answer to this question is "yes," contact your state water quality agency for additional guidance. Further guidance concerning Section 401 or NPDES requirements can be found at (http://www.epa.gov/owow/wetlands/waterquality) and (https://www.epa.gov/npdes)</p>	
<p>1.10 CLEAN AIR ACT (CAA)</p>	
<p>Special conditions may be required on projects that could affect air quality, based on the answers to the following questions:</p>	
1)	<p>Will the proposed activity result in any direct or indirect emissions within a non-attainment area? (https://www.epa.gov/green-book/ozone-designation-and-classification-information) *</p> <p><input type="radio"/> Yes <input type="radio"/> No</p>
<p>If the answer to this question is "yes," contact the nearest state air quality agency at (http://www.4cleanair.org/) for further guidance on determining conformity with the state implementation plan.</p>	
<p>1.11 NATIONAL HISTORIC PRESERVATION ACT (NHPA) AND THE ARCHAEOLOGICAL AND HISTORIC PRESERVATION ACT (AHPA)</p>	
<p>Special conditions may be required on projects that could affect historic resources, based on the answers to the following questions:</p>	
1)	<p>Will the proposed activity occur near property listed or eligible for listing in the National Register of Historic Places (http://www.nps.gov/nr/), or near property otherwise protected by section 106 of the National Historic Preservation Act (http://www.achp.gov/work106.html) or a similar State Preservation Act? *</p> <p><input type="radio"/> Yes <input type="radio"/> No</p>
<p>If the answer to this question is "yes," or you are unsure, contact your state historic preservation office (http://www.ncshpo.org/) for further guidance concerning compliance requirements.</p>	
<p>1.12 COASTAL BARRIER RESOURCE ACT (CBRA)</p>	
<p>Federal funding may be prohibited for projects that occur on certain designated coastal barriers, based on the answer to the following questions:</p>	
1)	<p>Is the proposed activity located on an undeveloped coastal barrier designated by the Coastal Barriers Resources Act? (https://www.fws.gov/ecological-services/habitat-conservation/coastal.html) *</p> <p><input type="radio"/> Yes <input type="radio"/> No</p>
<p>If the answer to this question is "yes," contact the appropriate USFWS ecological services office for further guidance at (https://www.fws.gov/ecological-services/habitat-conservation/cbra/PDF/field_offices_contact.pdf)</p>	
<p>1.13 RIVERS AND HARBORS ACT</p>	
<p>A permit may be required from the USACE based on the answers to the following questions:</p>	
1)	<p>Will the proposed activity involve any work (including structures) that will occur in, over or under navigable waters of the United States? *</p> <p><input type="radio"/> Yes <input type="radio"/> No</p>
<p>If the answer to this question is "yes," contact the Regulatory Program of the nearest District Office of the USACE (http://w3.saj.usace.army.mil/permits/HQAvatar/index.htm) for further guidance on Section 10 permits. The USACE can authorize activities by a standard individual permit, letter-of-permission, nationwide permit, or regional permit. The USACE will make the determination on what type of permit is needed.</p>	
<p>1.14 RESOURCE CONSERVATION AND RECOVERY ACT (RCRA)</p>	
<p>A RCRA permit may be required from the EPA or designated state agency based on the answers to the following question:</p>	
1)	<p>Will the proposed activity include the long-term storage, treatment, or disposal of hazardous materials or petroleum products? *</p> <p><input type="radio"/> Yes <input type="radio"/> No</p>
<p>If the answer to this question is "yes," contact the nearest RCRA Regional Office of the EPA or state authorized agency for further guidance on RCRA compliance at (https://www.epa.gov/compliance/resource-conservation-and-recovery-act-rcra-compliance-monitoring)</p>	
<p>1.15 COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA)</p>	
<p>Special provisions and requirements may apply based on the answer to the following question:</p>	
1)	<p>Will the proposed activity involve a Superfund site? (https://www.epa.gov/superfund) *</p> <p><input type="radio"/> Yes <input type="radio"/> No</p>
<p>If the answer to this question is "yes," contact the nearest Regional Office of the EPA for further guidance on CERCLA requirements at (https://www.epa.gov/aboutepa/visiting-regional-office)</p>	
<p>1.16 WILD AND SCENIC RIVERS ACT</p>	
<p>The Wild and Scenic Rivers Act prohibits federal support for actions such as the construction of dams or other instream activities that would harm the free-flowing condition, water quality, or outstanding resource values of a designated Wild and Scenic River. There are designated rivers in the Gulf Coast States and the Act may apply based on the answer to the following questions:</p>	
1)	<p>Is the proposed activity located on a designated Wild and Scenic River (http://www.rivers.gov/index.php)? *</p> <p><input type="radio"/> Yes <input type="radio"/> No</p>
<p>If the answer to this question is "yes," contact the appropriate USFWS ecological services office for further guidance at (https://www.fws.gov/where/)</p>	
<p>1.17 SAFE DRINKING WATER ACT</p>	
<p>A permit may be required if the proposed activity will involve underground injection which may impact drinking water sources and based on the answer to the following question:</p>	

1)	Will the proposed activity involve underground injection which may impact drinking water sources? *	<input type="radio"/> Yes <input type="radio"/> No
If the answer to the question is "yes," contact the nearest state drinking water or underground injection control program at (https://www.epa.gov/uic). For further guidance, see (https://www.epa.gov/uic/underground-injection-control-regulations-and-safe-drinking-water-act-provisions)		
1.18 FARMLAND PROTECTION POLICY ACT (FPPA)		
Projects are subject to FPPA requirements if they may irreversibly convert farmland (directly or indirectly) to nonagricultural use and are completed by a Federal agency or with assistance from a Federal agency. The project may be subject to the FPPA based on the answers to the following questions:		
1)	Will the proposed activity irreversibly convert farmland (directly or indirectly) to nonagricultural use? *	<input type="radio"/> Yes <input type="radio"/> No
If the answer to the question is "yes," contact your local office of the Natural Resources Conservation Service (NRCS) or USDA Service Center for further guidance at (http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/contact/local/) and (http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/landuse/fppa/)		
EXECUTIVE ORDERS		
Executive Orders are directives from the President of the United States to federal agencies and officials.		
2.1 E.O. 11988 AND E.O. 13690 - FLOODPLAIN MANAGEMENT		
Executive Order 11988, as amended by Executive Order 13690 requires that an eight-step process be followed for projects that may have potential impacts to or within floodplains.		
1)	Is the proposed activity located in a designated floodway or "V-zone" on a National Flood Insurance Program map: (http://msc.fema.gov/portal/)? *	<input type="radio"/> Yes <input type="radio"/> No
If the answer to this question is "yes," contact the nearest Regional Office of the Federal Emergency Management Agency for further guidance at (http://www.fema.gov/national-flood-insurance-program-bureau-statistical-agent-regional-support-offices)		
2.2 E.O. 11990 and E.O. 12608-WETLAND PROTECTION		
This Executive Order requires agencies to avoid providing assistance for new construction located in wetlands unless there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands, which may result from such use. The Executive Order defines wetlands: 2(c) The term "wetlands" means those areas that are inundated by surface or ground water with a frequency sufficient to support and under normal circumstances does or would support a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, potholes, wet meadows, river overflows, mud flats, and natural ponds." (https://www.fws.gov/wetlands/Data/Mapper.html) For further guidance, contact the appropriate ecological services field office of the USFWS (https://www.fws.gov/wetlands/NWU/RWC.html)		
1)	Is any portion of the project proposing a new construction activity in wetlands? *	<input type="radio"/> Yes <input type="radio"/> No
If the answer to this question is "yes," provide documentation in the grant application demonstrating that: (1) there is no practicable alternative, and (2) the proposed activity includes all practicable measures to minimize harm to wetlands.		
2.3 E.O. 12898 - ENVIRONMENTAL JUSTICE		
This Executive Order requires that "each federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."		
1)	Will the proposed activity have disproportionately high and adverse human health or environmental effects on minority or low-income populations? *	<input type="radio"/> Yes <input type="radio"/> No
If the answer to this question is "yes," see the Council on Environmental Quality website for further guidance on Environmental Justice: https://ceq.doe.gov/nepa_information/justice.html		
2.4 E.O. 13089 - Coral Reef Protection		
This Executive Order requires that any actions that are authorized or funded by federal agencies not degrade the condition of coral reef ecosystems. Some of the Gulf Coast States contain coral reef ecosystems and include National Marine Sanctuaries (http://sanctuaries.noaa.gov)		
1)	Will the proposed activity involve a coral reef ecosystem or National Marine Sanctuary? *	<input type="radio"/> Yes <input type="radio"/> No
If the answer to this question is "yes," contact the National Oceanic and Atmospheric Administration Coral Reef Conservation Program for further guidance at (http://coralreef.noaa.gov/). Further guidance regarding Executive Order 13089 can be found at (https://ceq.doe.gov/nepa/regs/eos/eo13089.html)		
2.5 E.O. 13112 - INVASIVE SPECIES		
This Executive Order requires agencies to prevent the introduction of invasive species and provide for their control.		
1)	Will the proposed activity have the potential to introduce or cause the spread of an invasive species? *	<input type="radio"/> Yes <input type="radio"/> No
If the answer to this question is "yes," provide documentation demonstrating that the benefits of the activity clearly outweigh the potential harm caused by invasive species, and that all feasible and prudent measures to minimize risk of harm will be taken in conjunction with the actions. For further guidance on invasive species, see (http://www.invasivespeciesinfo.gov/index.shtml) or (https://www.fws.gov/invasives/)		
2.6 E.O. 13186 - RESPONSIBILITIES OF FEDERAL AGENCIES TO PROTECT MIGRATORY BIRDS		
This Executive Order requires the incorporation and promotion of migratory bird conservation considerations into all agency activities. The Gulf Coast States contain North American migration flyways.		

1)	Is the proposed activity likely to occur during a time of the year when migrating birds are in the vicinity? *	<input type="radio"/> Yes <input checked="" type="radio"/> No		
If the answer to this question is "yes," contact the appropriate USFWS ecological services office for further guidance at (https://www.fws.gov/where/). Further guidance regarding Executive Order 13186 can be found at (https://www.fws.gov/birds/index.php) and (https://www.fws.gov/birds/policies-and-regulations/executive-orders.php)				
2.7 E.O. 13653 - PREPARING THE UNITED STATES FOR THE IMPACTS OF CLIMATE CHANGE This Executive Order requires federal agencies to identify and support smarter, more climate-resilient investments by States, local communities, and tribes, including by providing incentives through agency guidance and grants.				
1)	Will the proposed activity incorporate elements that promote climate-resilience (e.g., to rising sea levels)? *	<input type="radio"/> Yes <input checked="" type="radio"/> No		
If yes, include a brief description of the climate-resilient elements in the grant application proposed activity description. Executive Order 13563 can be found at (https://www.gpo.gov/fdsys/pkg/FR-2015-03-25/pdf/2015-07016.pdf) For further guidance, see (https://www.whitehouse.gov/administration/eop/ceq/sustainability)				
Tracking Report Status Report the status of your contact with required agencies/tribes on the table below which coincides with the environmental laws outlined in the checklist. Provide the date of contact, name of agency/tribe contacted, location, and any necessary permit, certification, or other determination or mitigation proposed by the agency/tribe. If none, state so.				
Status of Contact Table				
Federal law as listed in checklist	Date of contact	Name of agency/tribe contacted	Location	Permit, certification, determination or mitigation required
NEPA		U.S. Army Corps of Engineers		Environmental Resource Permitting
Certification Signature of Authorized Certifying Official 				
Name Pam Feagle		Date 11/18/2019		
Title * Chairperson		Organization Taylor County Board of Commissioners		
According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.				

RESTORE Act Status of Performance Report

Department of the Treasury

OMB Number
1505-0250

Instructions for Completing Form

The purpose of this form is to report the status of progress toward reaching priority goals of the eligible Direct Component (DC) activity/Centers of Excellence (COE) discipline (i.e., measuring success, rather than listing milestones or tasks). Please focus on a discrete number of priority goals (1-3) and the corresponding performance measures (1-5). Complete boxes shaded in blue.

Goal(s): Anticipated result(s). State the priority goal(s) to be achieved with the grant award. Priority goal(s) should clearly identify with the eligible DC activity/COE discipline.

Eligible Activity/Discipline #: For a DC grant, select the DC number from the drop-down list that corresponds to the DC Eligible Activity associated with that measure. For a (COE) grant, select the COE number from the drop down list that corresponds to the COE Eligible Discipline associated with that measure. The DC numbers and COE numbers, along with the corresponding Eligible Activities and Disciplines, are listed directly below.

Direct Component (DC) Eligible Activities

- DC - 1 Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region.
- DC - 2 Mitigation of damage to fish, wildlife, and natural resources.
- DC - 3 Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring.
- DC - 4 Workforce development and job creation.
- DC - 5 Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill.
- DC - 6 Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.
- DC - 7 Coastal flood protection and related infrastructure.
- DC - 8 Planning assistance.
- DC - 9 Promotion of tourism in the Gulf Coast Region, including recreational fishing
- DC - 10 Promotion of consumption of seafood harvested from the Gulf Coast Region

Centers of Excellence (COE) Eligible Disciplines

- COE - 1 Coastal and deltaic sustainability, restoration and protection, including solutions and technology that allow citizens to live in a safe and sustainable manner in a coastal delta in the Gulf Coast Region.
- COE - 2 Coastal fisheries and wildlife ecosystem research and monitoring in the Gulf Coast Region.
- COE - 3 Offshore energy development, including research and technology to improve the sustainable and safe development of energy resources in the Gulf of Mexico.
- COE - 4 Sustainable and resilient growth, economic and commercial development in the Gulf Coast Region.
- COE - 5 Comprehensive observation, monitoring, and mapping of the Gulf of Mexico.

Measure #: Starting with 1, number each performance measure.

Measure: An indicator of success toward reaching a goal. This should reflect "how the applicant will evaluate success" from the narrative of an accepted multiyear plan.

Baseline: The starting point of the measure. It is the status quo without the grant award.

Target: The anticipated result of the measure. It is the anticipated new status with the grant award.

Date: It is the anticipated date for reaching the target.

Progress toward target (reporting period/cumulative): Leave blank on the initial report. For subsequent reports, record progress made during the reporting period and the progress made from the start date of the grant award through the current reporting period.

Status/Next Steps: Briefly describe specific progress and/or challenges related to the measure.

Applicant/Grantee:	Taylor County Board of Commissioners		
Title: *	Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp		
Reporting Period Ending *	Initial Report	Year *2019	
Goal(s): *	Complete final design and permitting for dredging of Keaton Beach Canal and Steinhatchee Boat Ramp		

A- Eligible Activity/ Discipline #	B- Measure #	C- Measure	D- Baseline	E- Target	F- Target Date		G- Progress toward target (reporting period)	H- Progress toward target (cumulative)	I- Status/Next Steps
					Month	Year			
DC-9	1	Final Design plans ready for Construction	0	2	Dec	2020	0	0	

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RESTORE Act Milestones Report

Department of the Treasury

OMB Number
1505-0250

Applicant/Grantee:	Taylor County Board of Commissioners	
Title: *	Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp	
Reporting Period Ending *	Initial Report	Year *2019

INSTRUCTIONS FOR COMPLETING FORM

Please complete Columns B-E in the initial report submitted as part of an application package. After a grant is awarded, complete Columns F-G for each milestone as applicable and submit as part of the performance reports described in the Standard Terms and Conditions. Columns E and G will calculate automatically, and will show an error message unless the values in each column total 100%. These milestones should reflect what is in the applicant's scope of work as described in the applicable RESTORE Act Direct Component or Centers of Excellence Application Narrative.

TO COMPLETE

A- Milestone Number	B- Milestone Description	C- Estimated Completion Timeframe of Milestone (Format: award + # of months)	D- Is milestone contingent upon completion of another milestone (Y/N)? If yes, which milestone is it contingent upon (# from Column A)?	E- What percentage of the Scope of Work is estimated to be completed with this milestone?	F- Actual Completion Date of Milestone (Format: Month- Year)		G- Estimated percentage of budget for the awarded Scope of Work spent on milestone
					Month	Year	
# 1	Bid Solicitation	1	N	10.00%	Jan	2020	3.00%
# 2	Design and Permitting	6	Y,1	70.00%	Aug	2020	90.00%
# 3	Surveying	9	Y,2	20.00%	Nov	2020	7.00%
TOTAL				100.00%			100.00%

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

RESTORE Act Direct Component Applicant Certifications
Department of the Treasury

OMB Number
1505-0250

Directions: These certifications are required by federal law and Department of the Treasury (Treasury) regulations to be submitted with each application to Treasury for financial assistance under the RESTORE Act Direct Component. The certifications must be signed by an authorized senior official of the Applicant who can legally bind the entity and has oversight for the administration and use of the Direct Component funds.

A. RESTORE Act Certification

1. Pursuant to the RESTORE Act, I certify that for any award agreement resulting from this application:

- (a) Each activity funded under this agreement has been primarily designed to plan for or undertake activities to restore and protect one or more of the following: the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, or economy of the Gulf Coast region.
- (b) Each activity funded under this agreement is designed to carry out one or more of the eligible activities for the Direct Component.
- (c) Each activity funded under this agreement was selected after consideration of all meaningful input from the public, including broad-based participation from individuals, businesses, Indian tribes, and nonprofit organizations, as described in the grant application. The certification in this paragraph (1)(c) does not apply to planning assistance funds to prepare and amend the Multiyear Implementation Plan.
- (d) Each activity funded under this agreement that protects or restores natural resources is based on the best available science, as that term is defined in 31 C.F.R. Part 34.
- (e) The Applicant has procedures in place for procuring property and services under this award that are consistent with the procurement standards applying to Federal grants. The Applicant will not request funds under this award for any contract unless this certification remains true and accurate.
- (f) Pursuant to 2 C.F.R. § 200.303, the Applicant will establish and maintain effective internal control over all award agreements resulting from this application, and provide reasonable assurance that the Applicant will manage the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. The Applicant knows of no material deficiencies in its internal controls.
- (g) A conflict of interest policy consistent with 2 C.F.R. § 200.318(c) is in effect and covering each activity funded under this Agreement.
- (h) The Applicant will comply with Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and all other applicable federal laws and regulations concerning anti-discrimination.

2. I make each of these certifications based on my personal knowledge and belief after reasonable and diligent inquiry, and I affirm that the Applicant maintains written documentation sufficient to support each certification made above, and that the Applicant's compliance with each of these certifications is a condition of the Applicant's initial and continuing receipt and use of the funds provided under this Agreement.

B. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions: Instructions for Certification

- 1. By signing and submitting this Application, the prospective primary participant (the Applicant) is providing the certification set out below.
- 2. The inability of an Applicant to provide the certification required below will not necessarily result in the denial of participation in this covered transaction. The prospective Applicant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with Treasury's approval of the proposed application. However, failure of the Applicant to furnish a certification or an explanation shall disqualify such person/entity from participation in this transaction.
- 3. This certification is a material representation of fact upon which reliance is placed when Treasury determines to enter into this transaction. If it is later determined that the Applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, Treasury may terminate this transaction for cause or default.
- 4. The Applicant shall provide immediate written notice to Treasury if at any time the Applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transactions," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal", and "voluntarily excluded," as used in this clause (certification), have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact Treasury for assistance in obtaining a copy of those regulations (31 C.F.R. Part 19).
- 6. The Applicant agrees by submitting this Application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Treasury.
- 7. The Applicant further agrees by submitting this Application that it will not award any contract or subaward to any entity on the government-wide Excluded Parties List System (see 31 C.F.R. Part 19, Appendix).
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, Treasury may terminate this transaction for cause or default.

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant (the Applicant) certifies to the best of its knowledge and belief, that it and its principals:

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

2. Where the Applicant is unable to certify to any of the statements in this certification, such Applicant shall attach an explanation to this proposal.

D. Certification Regarding Drug-Free Workplace Requirements

1. The Applicant certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against the employee for violations of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Applicant's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment in such grant, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug use statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the granting agency in writing, within ten calendar days after receiving notice of a conviction under paragraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(ii), with respect to any employee who is so convicted:
 - (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

E. Certification Regarding Lobbying

1. The Applicant certifies, to the best of its knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Application, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Certification

Signature of Authorized Certifying Official



Name

Pam Feagle

Date

11/18/2019

Title *

Chairperson

Organization

Taylor County Board of Commissioners

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

RESTORE Act Direct Component Application Narrative Department of the Treasury		OMB Number 1505-0250
The Direct Component Funding Opportunity Announcements describe in detail the content and information required for your narrative. Please refer to the relevant Funding Opportunity Announcement when completing this form.		
GENERAL INFORMATION:		
Applicant Name:	Taylor County Board of Commissioners	
Point of Contact (POC) for this Application:	POC Name: *	Melody Cox
	POC Title: *	Grants Director
	POC Email: *	melody.cox@taylorcountygov.com
	POC Phone: *	(850) 838-3553
Descriptive Title of Applicant's Project: (refer to SF 424) *	Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp	
Activity Title from Multiyear Plan Matrix, Column #6 *	Keaton Beach Canal Dredging, Project 1 and Steinhatchee Boat Ramp Basin Dredging, Project 2	
Funding Opportunity Announcement #:	GR-RDC-19-002	
A. STATUTORY QUESTIONS		
1. Qualifying eligible activity: Please select the primary eligible activity in the first column, and select all other eligible activities that apply in the second column.	Select Primary Activity	Qualifying Eligible Activity (Select All Others That Apply)
	<input type="radio"/> Activity 1	<input type="checkbox"/> 1. Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches and coastal wetlands of the Gulf Coast Region
	<input type="radio"/> Activity 2	<input type="checkbox"/> 2. Mitigation of damage to fish, wildlife and natural resources
	<input type="radio"/> Activity 3	<input type="checkbox"/> 3. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring
	<input type="radio"/> Activity 4	<input type="checkbox"/> 4. Workforce development and job creation
	<input type="radio"/> Activity 5	<input type="checkbox"/> 5. Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill
	<input type="radio"/> Activity 6	<input checked="" type="checkbox"/> 6. Infrastructure projects benefitting the economy or ecological resources, including port infrastructure
	<input type="radio"/> Activity 7	<input type="checkbox"/> 7. Coastal flood protection and related infrastructure
	<input checked="" type="radio"/> Activity 8	<input type="checkbox"/> 8. Planning assistance
	<input type="radio"/> Activity 9	<input type="checkbox"/> 9. Promotion of tourism in the Gulf Coast Region, including recreational fishing
<input type="radio"/> Activity 10	<input type="checkbox"/> 10. Promotion of the consumption of seafood harvested from the Gulf Coast Region	
2. Was this proposed activity included in any claim for compensation paid out by the Oil Spill Liability Trust Fund after July 6, 2012?		<input type="radio"/> Yes <input checked="" type="radio"/> No
If "Yes," this activity is not eligible for a Direct Component grant.		
3. Location (a) Please provide the actual location for the activity as street address, nearest intersection, or note boundaries on a submitted map. If there is more than one location for the activity, attach a list of the additional locations, city/town, county/parish, state, and zip code.	Location:	Keaton Beach Canal/ Steinhatchee Boat Ramp Basin
	City/Town:	Keaton Beach/Steinhatchee
	County/Parish:	Taylor
	State:	FLORIDA
	Zip code:	32348
(b) Describe how the proposed activity will be carried out in the Gulf Coast Region as defined in 31 CFR 34.2. Attach a map to support your response.		The canal and basin to be designed and subsequently dredged and thereby enhanced, flow directly into the Gulf of Mexico on the coastal border of Taylor

	County. See attached project location map for location of Keaton Beach Canal and Steinhatchee Boat Ramp Basin.
B. DISCUSSION OF SPECIFIC ACTIVITY IF APPLICABLE, PLEASE FOLLOW SPECIFIC DIRECTIONS FOR NON-FEDERAL SHARE OF ANOTHER FEDERALLY FUNDED ACTIVITY and ACTIVITIES APPROVED PRIOR TO JULY 6, 2012 IN THE DIRECT COMPONENT APPLICATION GUIDANCE.	
1. Proposed Scope of Work	
(a) Directions: Provide a detailed scope of work that fully describes the project or program for which funding is requested, including:	
<p>- Need, purpose, and objectives;</p> <p>Need: The economies of the coastal communities of Steinhatchee and Keaton Beach are dependent on access to the Gulf of Mexico via their canal systems for the commercial fishing industry, recreational fishing and boating, and the tourism trade. Due to the need for dredging, the canals and associated channels and basins are frequently inaccessible during low tides. Boating traffic has increased substantially the past few years due to increased tourism, growth in the commercial fishing industry, and increased pressure on public boating facilities due to developers purchasing property for private use along the coastline. Keaton Beach Canal has a need for dredging due to large rock formations in the main canal and the side and finger canals have accumulated a great deal of sediment. These issues at Keaton Beach Canal currently creates periods of inaccessibility to the Gulf and/or bottlenecks during periods of high boating traffic causing serious boater safety issues and hazardous conditions. Commercial fishermen frequently have restricted hours of operation due to inaccessibility to the Gulf via the canals. Steinhatchee Boat Ramp Basin and the short canal from the basin provides direct access to the Gulf and the accumulation of sediment at this facility also restricts boating traffic during low tide. Steinhatchee Boat Ramp Basin is particularly significant to the many commercial fisherman whose economic livelihood is dependent on access to the Gulf of Mexico. Purpose: To plan for the improvement of the overall conditions of the Keaton Beach Canal system and the Steinhatchee Boat Ramp Basin and channel for water flow, water quality, and public accessibility which is critical for the commercial fishing industry, recreational fishing and boating, and continued tourism development. Objectives: To design and permit the dredging of the two major coastal access points in Taylor County for public use. Phase II will include the completion of the project with the dredging the Keaton Beach Canal system (see aerial photo) to an estimated 4 feet MLW, and the Steinhatchee Boat Ramp Basin and channel (see aerial photo) to an estimated 3 feet MLW. More specific technical information and details can be found in the Jones Edmunds & Associates, Inc. Canal Dredging In Taylor County Preliminary Engineering Report (PER).</p>	
<p>- How the project/program meets the identified primary activity designated in A1;</p> <p>Planning Assistance will provide the County with the necessary information to properly perform the dredging of the two sites with viable cost pricing, construction specifications and permitting obtained.</p>	
<p>- Specific tasks, milestones and related timeframes (also captured in Milestones Report); and</p> <p>The Specific tasks and milestones for the Phase I planning of this project include: 1. Prepare bid package meeting U.S. Treasury specifications and solicit bids. 2. Select contractor and award contract agreement. 3. Complete project design and secure required permits. 4. File periodic project status reports to grantor. 5. Complete project closeout and file report with Treasury. The scope of work for the contractor to complete Phase II of construction and engineering of the project, which can be found in the approved SOQ and include: 1. Analyze project concept sufficiently to prepare initial project scoping, schedule and budgetary estimation. 2. Conduct and present detailed project specifics at public and BOCC meetings. 3. Acquire relevant site design, vegetation, cultural & species information, survey & mapping, and quantities to prepare plans and specifications. 4. Coordinate and administer pre-application meeting(s) with relevant regulatory agencies. 5. Coordinate and administer project deliverables to Owner (30%, 60%, 90%, Final). 6. Submit and secure required permitting, authorizations, and/or certifications from relevant regulatory agencies. 7. Prepare final plans, technical specifications, opinion of probable cost, and bid documents suitable for award and contract. 8. Administer and manage project during design and construction/completion phases (EOR oversight, requests for additional information, submittal review, project meetings, etc.). 9. Construction engineering inspection and/or testing as required for permitting conditions. 10. Coordinate applications for payment submission, review and subsequent reimbursement, grant requirements and auditing, where appropriate. 11. Ancillary elements that are incidental to the primary services but deemed necessary to complete the project. Such services may be for Taylor County in-house projects, Consultant designed projects, and BOCC directed task orders, or any combination thereof.</p>	
<p>- Description of all funding sources included on the SF-424</p> <p>The design and permitting activities as well as the grant consultant services will be paid out of RESTORE funds.</p>	
<p>Projects designed to protect or restore natural resources must be based on best available science. Include a description of the methods to be used to achieve the protection or restoration objective(s). (Also complete Question B.6.)</p> <p>N/A</p>	
<p>(b) If the proposed project is part of a larger project outside the scope of this application, describe the larger project and the proposed project's relationship to it.</p> <p>This application is for Phase I of II. Phase II will include the construction of the dredging of the two projects being designed and permitted: Keaton Beach Canal and the Steinhatchee Boat Ramp Basin.</p>	
2. Budget Justification (See OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)	
<p>Directions: Explain in detail how the proposed budget supports the proposed scope of work. The budget justification should relate each budget category listed in the SF-424A and SF-424C to the specific tasks discussed in the response to B1. Provide specific justification for ALL budget categories that apply, including an explanation of the necessity, allowability, reasonableness, and allocability of proposed costs. Please refer to the relevant Funding Opportunity Announcement for descriptions of the budget categories.</p> <p>Of the total budget described of \$148,500 listed under contractual, \$135,000 will be for the design and permitting planning activities. This amount is based on the preliminary engineering report conducted by Jones Edmunds which was used to estimate the budget costs for design and construction, with the understanding that a more detailed scope of construction costs will be developed from the planning activities conducted. The planning activities will include, preliminary design, permitting and surveying for the 2 project locations. The budget figure of \$13,500 for Grant Consultant Services is a fixed fee price based on the anticipated project scope, estimated hours to complete each task, total amount of the project cost, and current stage of completion. The reasonableness of the fee is based on the prior RESTORE Act related grant writing and grant administration and includes both grant writing and grant administration activities throughout the grant award period.</p>	
3. The Applicant's Selection and Oversight of Contractors, if applicable	

<p>Directions: Indicate if the applicant plans to contract out any work described under the Budget Justification (see B2) including construction. If so, the applicant must describe the following:</p> <p>(a) For State applicants:</p> <p>- Nature of the work to be contracted out and the expected number of contracts to be awarded;</p> <p>- State procurement method(s) that will be used for the procurement of the contractor(s); and</p> <p>- Applicant's plan for monitoring contractor performance and compliance.</p> <p>If a contractor already has been selected, also include the following:</p> <p>- Name of each contractor;</p> <p>- DUNS number of each contractor;</p> <p>- Date the applicant executed each contract; and</p> <p>- Amount of each contract award.</p>
<p>(b) For non-State applicants:</p> <p>- Nature of the work to be contracted out and the expected number of contracts to be awarded;</p> <p>A contractor, Langton Associates, Inc., has been selected to provide grant writing and grant administration services, prior to grant award, and throughout the performance period, including the closeout period. The bid package, response, scoresheets and executed contract are attached. The contractor for the design, engineering and permitting will be selected at a later date after the completion of the competitive bid process in compliance with 2 CFR part 200.318-326 and Treasury RESTORE Act Standard Terms and Conditions.</p> <p>- Procurement method(s) allowable under 2 CFR 200.320 that will be used for the procurement of the contractor(s);</p> <p>The County submitted the bid packages to Treasury for review and compliance with all federal regulations and program guidelines. Contractor 1: Langton Associates, Inc. was competitively procured through the County's procurement process in accordance with sunshine law, 2 CFR part 200.318-326, and Treasury RESTORE Act Standard Terms and Conditions. Contractor 2: The contractor for the design, engineering and permitting will be selected at a later date utilizing the identical process as the selection of Contractor 1.</p> <p>- Justification under 2 CFR 200.320(f) for sole source procurement, if applicable; and</p> <p>Not Applicable</p> <p>- Applicant's plan for monitoring contractor performance and compliance.</p> <p>Both Contractor 1 (Langton Associates, Inc.) and Contractor 2 (to be selected) will be supervised by the County's Grant Director and they will be required to submit periodic written progress reports in order to monitor their performance and compliance with State, Federal regulation and RESTORE Act Program requirements.</p> <p>If a contractor already has been selected, also include the following:</p> <p>- Name of each contractor;</p> <p>- DUNS number of each contractor;</p> <p>- Date the applicant executed each contract;</p> <p>- Amount of each contract award;</p> <p>Contractor 1: Langton Associates, Inc. DUNS number: 785339011 Taylor County executed a contract with Langton Associates, Inc. on June 21, 2018 to provide grant writing and grant administration services at a pre-negotiated rate prior to the development of a grant application, based on the proposed scope of work and level of completion for each project. The fixed-fee amount for this planning grant contract is \$17,500.00. A second contractor will be selected at a later date for the design, engineering and permitting after the completion of the competitive bid process in compliance with 2 CFR part 200.318-326 and Treasury RESTORE Act Standard Terms and Conditions.</p> <p>- Procurement method allowable under 2 CFR 200.320 that was used for the procurement of each contract;</p> <p>- Description of the procurement process, as implemented; and</p> <p>- Justification under 2 CFR 200.320(f) for sole source procurement, if applicable.</p> <p>Contractor 1: Langton Associates, Inc.'s procurement is allowable under 2 CFR 200.320 that was used for the procurement of each contract; Procurement by sealed bids (formal advertising) described in 2 CFR 200.320(c). Description of the procurement process, as implemented; On March 11, 2018, Taylor County BOCC Administration Office advertised RFQ for RESTORE Act Grant Writing Consultant and Grant Administration Services in the Tallahassee Democrat and posted to the Boards website. -Bidders were given until April 7, 2018 to submit questions about the RFQ process. Bidders were given an April 17, 2018 deadline for submission of responses (37 days). An evaluation committee was formed in April 2018 to review the responses received. There was two (2) total responses to the RFQ. The evaluation committee produced a ranking of the bidders in April 20, 2018. The BOCC approved the #1 ranked responsible bidder on May 7, 2018. A contract with Langton Associates, Inc. was executed on June 21, 2018. Justification under 2 CFR 200.320(f) for sole source procurement, if applicable. The sole source procurement method was not used to select a RESTORE Act Grant Writing Consultant and Grant Administration Services.</p>
<p>4. The Applicant's Selection and Oversight of Subrecipients and Inclusion of Special Provisions relating to Subawards, if Applicable</p> <p>Directions: Indicate whether the applicant plans to issue subawards for activities proposed in this application. If so, the applicant must provide ALL of the following:</p> <p>- Description of how the applicant selected or plans to select subrecipient(s);</p> <p>N/A</p> <p>- Description of the applicant's subrecipient monitoring and management plan that implements the requirements for pass-through entities at 2</p>

CFR 200.331; and	
<p>- The means by which the applicant will assess each subrecipient's level of risk and monitor each subrecipient's progress, including any required reports.</p>	
<p>If a subrecipient already has been selected, also include the following:</p> <ul style="list-style-type: none"> - Name of each subrecipient; - DUNS number of each subrecipient; - Date the applicant selected each subrecipient; and - Amount of funds to be provided to each subrecipient. 	
<p>5. Public Input for this Proposed Activity</p> <p>Directions: Describe how the applicant considered the meaningful public input from individuals, businesses, Indian tribes, and nonprofit organizations relating to this proposed project, including input received during the preparation of the Multiyear Plan.</p> <p>The Taylor County BOCC reviewed and approved the Draft Multiyear Implementation Plan (MYP) at their regularly scheduled meeting of November 6, 2017. Public Comments were allowed and is common practice at all County Commission Meetings. At that point Taylor County began the solicitation process for public input and comments on the Draft Multiyear Implementation Plan (MYP). The document was made available to the public for review and comment from November 8, 2017 until December 22, 2017 (a 45 day period). The Taylor County BOCC published NOTICE that the Draft MYP was available for the public review and comment during the 45 day period at the following locations: 1. Taylor County Administrative Complex located at 201 East Green Street, Perry, Florida 32347, from Monday through Friday during normal business hours. 2. Taylor County Grants Department located at the Perry Foley Airport, 401 Industrial Park Drive, Perry, Florida 32348. 3. Taylor County Website www.taylorcountygov.com. There were two comments received during the 45 day public comment period. The two comments were submitted via e-mail. One commenter offered technical corrections and the other raised issues associated with implementation of the project. Both comments were addressed via e-mail. Upon receipt of the comments, no revision of the MYP was needed. The final MYP was approved by resolution, by the Taylor County BOCC on January 2, 2018.</p>	
<p>6. Best Available Science, if applicable</p> <p>Directions: If the answer to the following question is "yes" complete this section. Is the proposed activity designed to protect or restore natural resources?</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>The RESTORE Act requires activities designed to protect or restore natural resources to be based on the "best available science," which is defined in the Act as science that (a) maximizes the quality, objectivity, and integrity of information, including statistical information; (b) uses peer-reviewed and publicly available data; and (c) clearly documents risks and uncertainties in the scientific basis for such projects.</p> <p>The applicant must make a determination that a project designed to protect or restore natural resources is based on the best available science. In order to support this determination, the applicant must clearly state the protection or restoration objective(s) of the project, describe the methods that will be used to achieve the objective(s), and explain how these methods are based on best available science. The response must be sufficiently detailed for Treasury to evaluate the reasonableness of the applicant's determination that the project is based on best available science. In addressing the three-pronged test in the definition of "best available science," the applicant must cite, when available, peer-reviewed, objective, methodologically sound literature sources that support the conclusion that the proposed scope of work is an effective way to achieve the stated objectives.</p>	
<p>For each literature source cited, the applicant must provide sufficient citations, including:</p> <ul style="list-style-type: none"> - Title; - Journal in which the literature source appeared, if applicable; - Publication date; - Author(s); and - Web address if downloaded or available online. 	
<p>The applicant must provide written answers to all of the following : (Submission of source materials will not satisfy the requirements for answering this question.)</p> <ul style="list-style-type: none"> - A summary of the peer-reviewed information that justifies the proposed objectives, including methods used for the proposed activity. If peer-reviewed literature sources are unavailable, the Applicant must explicitly State this and provide A brief explanation of what alternative scientific information sources were used. If the Applicant relied on publicly available data, the Applicant must cite the source of the data, the date of collection, and the size of the data set. Whenever possible, the Applicant should use publicly available data from sources such as State agencies and federal agencies, for example the U.S. Census Bureau, U.S. Fish and Wildlife Service, Environmental Protection Agency, National Oceanic and Atmospheric Administration. the Applicant must provide A link to each publicly available data source used. - A summary of how the applicant's methods reasonably support and are adaptable to Gulf Coast Region if the information supporting the proposed activity does not directly pertain to the Gulf Coast Region. - A summary of an evaluation of uncertainties and risks in achieving the project's best available science objectives over the longer term; e.g., is there an uncertainty or risk that in 5-10 years the project/program will be obsolete or not function as planned given projections of sea level rise or other environmental change such as in freshwater inflows to estuaries? 	

<p>- A summary of the literature sources' conclusions and any uncertainties or risks in the scientific basis that would apply to the proposed activity, including any uncertainties or risks that were identified by the public or by a Gulf Coast Ecosystem Restoration Council member.</p>	
<p>7. Key Personnel</p>	
<p>Directions: Key personnel should include the applicant's Authorizing Official who is authorized to sign the grant application and award, the Project Director who is responsible for the project, and the Financial Officer who is responsible for maintaining the accounting and financial records of the grant. The Direct Component Standard Terms and Conditions require the applicant to notify Treasury if there are any changes in key personnel.</p>	
<p>The Authorizing Official is Board Chairperson, Pam Feagle. The Project Director is County Administrator, LaWanda Pemberton. The Financial Officer is the Assistant County Administrator, Marsha Durden</p>	
<p>8. Consistency with the Applicant's Multiyear Plan</p>	
<p>Directions: Describe whether the proposed scope of work differs from the corresponding project/program identified in the applicant's Multiyear Plan accepted by Treasury. If no differences exist, make an affirmative statement as to their consistency.</p>	
<p>While the projects in objective, priority and scope are the same, the approach of combining the design and permitting of Keaton Beach Canal and Steinhatchee Boat Ramp Basin into one Phase I planning application was determined the best course of action after the development of the MYP. The eligibility and associated metrics and milestones remain the same. A Phase II grant application will follow the completion of this grant for the completion of the construction of the dredging project for the same two sites, Keaton Beach Canal and Steinhatchee Boat Ramp Basin, based on the deliverables from the Phase I grant.</p>	
<p>9. Possible Material Risks to Implement and Maintain the Proposed Activity</p>	
<p>Directions: List the possible material risks, e.g., operational, legal, regulatory, budgetary, or ecological risks, with a brief discussion of mitigation strategies that the applicant may need to address in order to implement and/or maintain the proposed activity. If the applicant determines that there are no material risks to implement and maintain the proposed activity, then put 'None' in the Risk column below.</p>	
Risk	Mitigation Strategy
Project goes over budget	County will cover budget shortfall with county funds
<p>10. Permits, Land Acquisition, Construction, and Relocation Assistance</p>	
<p>Directions: Answer the following items concerning permits, construction, land acquisition, and relocation assistance, if applicable.</p>	
<p>(a) Permits</p>	
<p>Does the proposed activity require any federal, tribal, state, or local permits? For potential federal permits needed, see: (https://www.permits.performance.gov/tools/federal-environmental-review-and-authorization-inventory) <input type="radio"/> Yes <input checked="" type="radio"/> No</p>	
<p>If yes, list the specific federal, tribal, state, or local permits required for this project and the status of the permits:</p>	
<p>(b) Land Acquisition and Construction Activities</p>	
<p>Will land be improved? <input type="radio"/> Yes <input checked="" type="radio"/> No</p>	
<p>If yes, answer questions i-vi</p>	
<p>Will land or interest in land be acquired? <input type="radio"/> Yes <input checked="" type="radio"/> No</p>	
<p>If yes, answer questions i-vii</p>	
<p>i. What are the legal rights that will be acquired?</p>	
<p>Please explain 'Other'</p>	
<p>ii. If an easement, what is the life of the easement?</p>	
<p>iii. Will the applicant hold title to the land? <input type="radio"/> Yes <input checked="" type="radio"/> No</p>	
<p>iv. What is the total acreage of the proposed property interest to be acquired (easement or fee title)?</p>	
<p>v. Has the applicant obtained a recent certified appraisal of the property? If yes, attach a copy of the appraisal. <input type="radio"/> Yes <input checked="" type="radio"/> No</p>	
<p>vi. Has the applicant obtained a recent title opinion or certificate? If yes, attach a copy of the title opinion or certificate. <input type="radio"/> Yes <input checked="" type="radio"/> No</p>	
<p>vii. Attach a signed statement from the seller(s) that he/she is a willing seller and has not been coerced into selling or conveying the property interest.</p>	
<p>viii. Attach the legal description of the property and the tax parcel number.</p>	
<p>(c) Relocation Assistance</p>	
<p>Will the proposed project cause the displacement of any persons, businesses, or farm operations? <input type="radio"/> Yes <input checked="" type="radio"/> No</p>	
<p>If yes, as required by Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, explain: the</p>	

number of displaced persons, including businesses and farm operations; what fair and reasonable relocation payments and advisory services will be provided to any displaced persons; and what provisions will be made to ensure that safe, decent, and sanitary replacement dwellings will be available to such persons within a reasonable period of time prior to displacement.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

Upload #1

Applicant:	Taylor County Board of Commissioners
Application Number:	RDC2020000232
Project Title:	Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp
Status:	Work in Progress
Document Title:	SOQ for Design Services



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 520
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 106 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

NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

The Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes §287.055, et seq. and the policies and procedures of Taylor County is soliciting sealed statements of qualifications from qualified professional engineering firms that are interested in providing engineering services for coastal dredging projects that require studies, design, plan production, and construction inspection/management services.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "***Sealed SOQ for Engineering Services - Taylor County Coastal Dredging***" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on Friday February 1, 2019. **All SOQs MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** SOQs will be opened and respondents announced at 6:00 P.M. local time, or as soon thereafter as practical, on Monday February 4, 2019, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

SOQ information may be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506 or downloaded from the Taylor County web site: http://www.taylorcountygov.com/government/county_bids/index.php.

The County reserves the right, in its sole and absolute discretion, to reject any or all SOQs, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFQ process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed SOQs will be accepted.**

Additional information may be obtained from:

Taylor County Engineering Department
201 East Green Street
Perry, FL 32347
(850) 838-3500, Ext 4.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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GENERAL CONSIDERATIONS

1. Statements of Qualifications must be submitted by mail or in person to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.
2. Responders, who elect to send sealed Statements of Qualifications via overnight express, must send them to the physical address of: Clerk of Court, 1st floor Courthouse, Suite 102, 108 North Jefferson Street, Perry, Florida 32347.
3. Statements of Qualifications that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and will be returned to the responder unopened.
4. Once opened no Statement of Qualification may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
5. Statements of Qualifications constitute an offer to contract, which will remain valid and in effect, for a period no less than 180 days from the date of submission.
6. It is the responsibility of the Responders to fully understand and follow all conditions and specifications contained in this request.
7. The Respondent shall be licensed to perform the required services in Florida and work in Taylor County on all areas of work outlined in this proposal.
8. Two or more firms may combine for the purpose of responding to this solicitation provided that one is designated as the "Prime" Respondent. The other firm(s) will be referred to as the "Sub-Consultant(s)". By signing and submitting the cover page with a response, the Respondent certifies that the response is made without prior understanding, agreement or connection with any corporation, firm, entity, or person submitting a response for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion, fraud, and that the individual signing the Cover Sheet has full authority to negotiate for and bind the Respondent.
9. By submitting a response, the Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this award and that it has not paid or agreed to pay any person, company,

corporation, individual, or firm other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award. Breach or violation of this provision serves as just cause to terminate the award without liability and, to deduct from the agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10. Statements of Qualifications must include a completed:
 - A. Certificate(s) of Insurance or Sworn Statement from Insurance Agent
 - B. Hold Harmless, Release and Indemnity Agreement (Only applicable when State of Florida Workers' Compensation Exemption is being used)
 - C. Florida Public Entity Crimes Statement as required by F.S. §287.133 (3) (a).
 - D. Byrd Anti-Lobbying Amendment Certification Form
 - E. Copeland Anti-Kickback Act (40 U.S.C. 3145) Certification Form
 - F. Drug Free Work Place Statement as outlined by F.S. §287.087.
11. All Statements of Qualifications require a current Certificate of Insurance listing Taylor County as an "Additional Insured" and the following coverages on the respondent: \$1,000,000 Errors and Omissions, \$1,000,000 General Liability and Workers' Compensation Insurance. Alternatively, Respondents may provide a sworn statement from an insurance agent, verifying that if the Respondent is awarded the bid, Certificates of Insurance will be issued to the Respondent in the amounts required within thirty (30) days of the acceptance of the proposal. Additionally, all proposed sub-consultants shall be insured under the Respondent's policies. All coverages for sub-consultants shall be the same as the requirements stated herein.
12. Responders shall include certification information showing Workers' Compensation Insurance/Exemption on all employees working on the project. Workers' Compensation exemptions will be accepted upon providing a current exemption certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement.
13. Any Respondent, who does not furnish the required insurance documents within thirty (30) days after acceptance of the proposal, is hereby advised that the proposed award may be revoked and negotiations initiated with the next lowest Respondent who meets all proposal specifications.
14. Federal Requirements
 - A. Use of Federal Funds – Resources and Ecosystems Sustainability Tourism Opportunities and Revived Economy of the Gulf Coast Act of 2011 (RESTORE Act)
 1. Any contract(s) awarded under this solicitation are expected to be funded in part by a grant from the U.S. Department of the Treasury. Neither the United

States nor any of its departments, agencies, or employees is or will be a party to this solicitation or any resulting contract.

2. Any Consultant(s) performing work associated with this solicitation that are paid by any Federal or State grant will sign an annual statement of compliance to both the Taylor County Code of Conduct Policy and Taylor County Conflicts of Interest Policy during the grant period.

B. Access to Records and Record Retention

1. Any Consultant(s) performing work associated with this solicitation must make available to Treasury, the Treasury Office of the Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the Consultant pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right of access also includes timely and reasonable access to Consultant's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue throughout the contract period and three (3) years (2 CFR 200.333) after closeout of Federal grant award.
2. Any Consultant performing work associated with this solicitation must retain all records pertinent to the Award of federal funds for a period of three (3) years, beginning on a date as described in 2 C.F.R. § 200.333. Records may be stored electronically or in hard copy format, although electronic format is preferred. The term "records" includes, but is not limited to the following:
 - Copies of all contracts and documents related to the contract;
 - Subcontractor awards, contracts, conflict of interest forms;
 - Site visits, reports, audits, and other monitoring of contractors;
 - All financial and accounting records;
 - Any reports, publications, and data sets related to the federally funded project; and
 - Any litigation, claim, investigation, or audit relating to any activity under this contract.

C. Compliance with Federal Regulations and Executive Orders

1. Any Consultant(s) performing work associated with this solicitation must be in compliance with all applicable Federal regulations in 2 CFR Part 200, and RESTORE Act Standard Terms and Conditions provided by the U.S. Department of Treasury, including Presidential Executive Order Numbers 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin and requires inclusion of the standard Federal Equal Employment Opportunity Construction Specifications.
2. Any Consultant(s) performing work associated with this solicitation must comply with the Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).

3. Any Consultant(s) performing work associated with this solicitation must make positive efforts to use small and minority business and women business enterprises for construction activities when available and feasible in accordance with Federal regulation 2 CFR 200.321.
4. Any Consultant(s) performing work associated with this solicitation must comply with the regulations described in the Copeland "Anti-Kickback Act" (40 U.S.C. 3145), which provides that each Consultant must be prohibited from inducing, by any means, any person employed in the construction, completion, or repairs of public work, to give up any part of the compensation to which he or she is otherwise entitled.
5. Any Consultant(s) performing work associated with this solicitation must comply with regulations described in Title VI of the Civil Rights Act of 1964, which prohibit the exclusion of participation in, deny benefits, or be subject to discrimination because of race, color, national origin, handicap, age, or religion, under any program or activity receiving federal financial assistance.
6. Any Consultant(s) performing work associated with this solicitation must certify he or she will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to an officer or employee of any agency or Congress in connection with obtaining and Federal contract, grant or any other award covered in 31 U.S.C. 1352 Byrd Anti-Lobbying Amendment.
7. Any Consultant(s) performing work associated with this solicitation must comply with the requirements of 40 U.S.C. 3701-3708 Contract Work Hours and Safety Standards Act, which apply to contracts in excess of \$100,000 that involve the employment of mechanics or laborers.
8. Any Consultant(s) performing work associated with this solicitation must comply with the requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires Consultant(s) to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

ENGINEERING SERVICES – TAYLOR COUNTY COASTAL DREDGING

The Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes § 287.055, et seq. and the policies and procedures of Taylor County, is soliciting sealed statements of qualifications from professional engineering firms that are interested in providing engineering services for various coastal dredging projects. Such projects will require, but will not necessarily be limited to; data collection, planning and engineering studies, design, permitting, preparation of construction plans and special provisions, and possible construction phase engineering inspection services. Interested firms must be experienced and proficient in providing the required services for projects of a scope and nature comparable to the specified project(s).

15. Typical Scope of Services: The scope of work to be performed under Task Orders may consist of, but will not necessarily be limited to:

A. Project Location(s) (See Exhibit A):

1. Keaton Beach Canal System, Keaton Beach FL.
2. Steinhatchee Boat Ramp Basin and River Access

B. Project Services:

1. Analyze project concept sufficiently to prepare initial project scoping, schedule and budgetary estimation
2. Conduct and present detailed Project Specifics at Public and BOCC conference meetings
3. Acquire relevant site design, vegetation, cultural & species information, survey & mapping, and quantities to prepare plans and specifications
4. Coordinate and administer pre-application meeting(s) with Relevant Regulatory Agencies
5. Coordinate and administer project deliverables to Owner (30%, 60%, 90%, Final)
6. Submit and secure required permitting, authorizations, and/or certifications from relevant Regulatory Agencies
7. Prepare Final Plans, Technical Specifications, Opinion of Probable Cost, and Bid Documents suitable for award and contract
8. Administer and manage project during design and construction/completion phases (EOR oversight, Requests for Additional Information, submittal review, project meetings, etc.)

9. Construction Engineering Inspection and/or testing as required for permitting conditions
10. Coordinate Applications for Payment for Submission, Review and subsequent Reimbursement, Grant Requirements and Auditing where appropriate.
11. Ancillary elements that are incidental to the primary services but deemed necessary to complete the Project.

Such services may be for Taylor County in-house projects, Consultant designed projects, and County Commission directed Task Orders or any combination thereof.

Contract Award:

In its sole and absolute discretion, the County may consider awarding a contract for Engineering Services to the firm deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the County shall consider such factors as the abilities of professional personnel, past performance, willingness to meet time and budget requirements, location, recent, current, and projected workloads of the firms.

Contract Term:

The contract for the requested services shall be a continuing contract for Professional Engineering Services as defined in Section 287.055(2)(g), Florida Statutes. The contract will commence on the date of execution, shall automatically renew for a maximum of five years, and end no later than September 30, 2023, or until such time it is terminated. No extensions beyond this term will be approved without written consent/approval of the County.

Task Order Assignment Procedure:

Firms selected by the County will be given an opportunity to provide engineering services to the County on an as-needed basis in accordance with Task Orders issued by the County Engineering Department. Task Orders will include a brief description of the required task and project schedule. Each firm will be requested to provide a cost proposal and projected timeline for such Task Orders for consideration.

By the end of five (5) work days of the request receipt, each firm shall e-mail (followed by mailing of the original) a proposal for requested work to the County Engineer. The County Administrator and/or a designee and the County Engineer will select the successful proposal and issue a purchase order to the selected firm for the work. The selection criteria will consider the proposal amount, project schedules, firm's capability in the type of service requested, and past performance. The County reserves the right in its sole and absolute discretion to award such task order(s) to any firm that is deemed to be in the best interest of the County.

Construction Process for Assigned Projects:

The County may wish to evaluate cost saving options for using County labor forces and equipment, a General Contractor, or a Construction Management firm to construct assigned projects. For those projects, the Consultant will be required to discuss the benefits/difficulties relative to cost with each option or a combination of these options. For each of these options, the selected firm should be prepared to provide construction administration and oversight services reviewing change orders, shop drawings and submittals for each proposed phase of construction.

Licensure and Credentials:

Firms selected by the County shall be a licensed Professional Engineering business in accordance with Florida State law and be familiar, at a minimum, with applicable State of Florida, Suwannee River Water Management District, Florida Department of Transportation, Florida Department of Environmental Protection, United States Army Corp of Engineers and Taylor County codes, regulations and laws. Use of insured and qualified sub-consultants for specialty work is acceptable.

Construction Engineering Inspection Services:

CEI services will require the following minimum requirements and Florida Department of Transportation Construction Training Qualification Program and Florida Department of Environmental Protection certifications. A higher qualified individual may be substituted, at no additional cost to the County. Where possible, inspection events that include inspection of more than one type of construction activity shall utilize an inspector that is competent in all areas to eliminate the need for additional staff on-site.

Inspector(s) will be required to submit weekly reports to the County no later than the Tuesday following the weekly oversight and inspections. The weekly reports shall document but are not limited to:

- a. Daily Construction and Inspection Activities Reports/Logs
 - i. Document Weather, Personnel, Equipment, etc.
- b. Provide detailed description of Project phase(s) where the Construction Contractor is actively working
- c. Provide % Project Progress – Time & Payments
- d. Provide MOT and Erosion Control Review
- e. Report all issues, deficiencies and areas of concern along with the Corrective Actions taken to resolve deficiencies

Certified Intermediate Maintenance of Traffic Person shall oversee and verify the Construction Contractor's proper use and setup of the necessary maintenance of traffic items as indicated in the respective FDOT Standard Index and any special

provisions of the respective project plans. This person will document and report all findings to the Project Engineer.

Earthwork Level II Inspector shall perform Earthwork inspections where required. Qualified personnel shall oversee Contractor's required testing; have knowledge of determining quantities, the density theory, road preparation, excavation, embankment utilization, and the FDOT Standard Specifications for Road and Bridge Construction. The inspector shall verify that the width and depth of each course is constructed per the construction plans and that the measurements are within the tolerances specified. Additional verification required to ensure proper horizontal alignment and vertical grade. Grades shall be within the tolerances specified by the FDOT Standard Specifications for Road and Bridge Construction and respective project plans. An Earthwork Level I Inspector, under the supervision of an Earthwork Level II Inspector, may be utilized to perform testing and oversight.

Stormwater, Erosion and Sedimentation Control Inspector shall oversee installation and maintenance of Best Management Practice(s) to control erosion and sediment within the project area. Inspector must possess a current and valid Florida Department of Environmental Protection certification is required. This person will document and report all findings with recommendations of approval, modification, or rejection to the Project Manager.

QUALIFICATION QUESTIONNAIRE

Responses to each of the following topics must be limited to a maximum of one page (12 pt type). However, should further clarification of examples be necessary, an appendix may be added to the back of the proposal provided it is properly referenced within the one-page description. Unreferenced or poorly organized appendices will not be considered. A current Standard Form 330 may be used to provide the respective information where appropriate.

1. **PROJECT UNDERSTANDING:** Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed.
2. **PROJECT TEAM:** List in detail the members of your project team and the expertise each will bring to the project. For each member include resume, responsibilities and current licensure. If applicable, include State of Florida Minority Business Enterprise Certification(s) as defined by the Florida Statutes and Minority Business Assistance Act of 1985. More than one page will be allowed for response to this question.
3. **LOCATION:** Describe how the location of your project team may benefit the County as it specifically relates to the completion of the scope of services.
4. **WORKLOAD:** Comment on your firm's current workload and how it will or will not affect potential project Task Orders.
5. **QUALIFICATION SUMMARY:** Summarize what you consider are the qualifications of your firm and/or team that make you the most qualified firm to provide Taylor County Engineering Services as described within this solicitation. Consider those areas addressed within the Evaluation / Selection criteria. Disclose any potential conflict of interest that your firm may have due to other clients, contracts or property interests in providing Engineering Services to the County.
6. **TAYLOR COUNTY WORK:** List any and all projects that your firm has completed, or that are in progress at the present time, for Taylor County within the last five (5) years. This project history should include projects in which your firm was the prime consultant, a joint consultant or a sub-consultant.
7. **PAST EXPERIENCE:** Summarize previous projects your firm has completed that are similar in nature and scope to the proposed scope of services and the outcome of the planning, design, CEI, management, etc. you provided. Please be specific as to whether the projects were expansion or stand-alone construction projects and how they were constructed (Design-Build, Construction Management, Straight Bid). Include project description and the relationship of cost estimates or time projections prepared by your firm to actual timeline and costs of completion. Each project description must also include project contact name, address, phone number and email address.
8. **QUALITY/COST CONTROLS:** Describe how you would propose to control the quality and cost of a comparable to those types listed within the scope of services. In the event of an undesirable or unacceptable work product, what actions would you take to remedy these conditions in a timely manner? What steps will your firm take to ensure that a project is completed in a timely manner?

EVALUATION / SELECTION OF PROPOSALS

A Selection Review Committee will evaluate all proposals received and;

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with up to three firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation Certificate as defined in Florida Statutes, 287.055. Selection as best qualified will be based on the following considerations:

No.	Evaluation Criteria	Points
1	Did the firm follow submittal requirements and clearly demonstrate an understanding of the purpose for the Request for Qualifications	10
2	Qualifications of personnel assigned	10
3	Women and minority participation	
4	Geographic location of the firm, including permanent office of designing engineer and project management team	
5	Current workload and potential effect on project schedule/deliverables	10
6	Past record of professional accomplishments	25
7	Financial viability and responsibility	
8	Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects	
9	Familiarity with anticipated project areas/scope of work required	20
10	Previous project experience with programs similar in size and scope	
11	Firm's capability to meet project/deliverable schedules and timing	15
12	Willingness to meet budget requirements	
13	Ability to observe and advise whether construction complies with plans and specifications	10
14	Demonstrated expertise and experience in project management, coordination and utilizing various design software	
15	Total	100

In compliance with 2 CFR 200.320(d)(1), the Selection Review Committee will consider the most qualified firm that demonstrates the knowledge, qualification and ability to complete the intended Scope of Work based on the above listed criteria provided by the proposers. A proposer's ability to successfully complete the Scope of Work should be based on their demonstrated qualifications, past accomplishments of similar work, financial responsibility, and staff availability and capacity in order to accurately determine that the project objectives will be achieved timely, feasibly, and in compliance with federal uniform guidance and RESTORE Act terms and conditions.

2. Review of all responses to the Request for Qualifications received will proceed as follows:
 - a. The Review Committee will review all written documents submitted
 - b. The Committee's ranking of prospective firms shall be based on the Evaluation / Selection criteria listed above.

- c. The Committee may request oral presentations/interviews from the Respondent when establishing the recommended priority or short list. Firms will be notified of dates and times of any interviews.
3. Direct one-on-one contact with any of the Board of County Commissioners members, the County Administrator, the County Engineer, or the County Attorney is not allowed during the short listing process unless initiated by the County to request specific information to understand information submitted in a proposal.
4. The County reserves the right to accept or reject any or all submittals that it may, in its sole and absolute discretion, deem unresponsive, or waive technicalities which best serves the overall interests of the County. The County Commission's decision on these matters shall be final.
5. The County reserves the right, before awarding a contract, to require a Respondent to submit such evidence of its qualifications, as it may deem necessary. The County shall be the sole judge of the competency of Respondents.
6. Negotiations between the County and the priority Respondents (those ranked highest on the Board approved short list) will proceed as follows:
 - a. Negotiations may be conducted by the Board of County Commissioners or at the pleasure of the Board, by the County Administrator, the County Engineer and the County Attorney
 - b. Negotiations will be held with the first place Respondent on the priority list
 - c. If no tentative agreement can be reached with the first place Respondent, then negotiations will commence with the second place Respondent on the short list
 - d. If no tentative agreement can be reached with the second Respondent, then negotiations will commence with the third Respondent
 - e. If no tentative agreement is reached with the third Respondent, then the County shall consider establishing a new short list from among the other proposals submitted
 - f. Taylor County reserves the right to negotiate with one or more firms for these services
7. The Board shall approve the terms, conditions and costs associated with a Task Order and/or the overall Contract for Engineering Services. Upon the successful negotiation of an agreement, a formal contract will be prepared and submitted to the County Commission for approval, and executed by both parties. A sample Contract for Professional Engineering Services is included in the solicitation.
8. Any cost to prepare a response to this RFQ and any subsequent presentation/interviews are solely that of the Consultant and the County assumes no responsibility for such cost incurred by the Respondent.
9. POSTING OF INTENDED DECISION/AWARD: The County's decision will be posted on http://www.taylorcountygov.com/government/county_bids/index.php. Any proposer who is adversely affected by the recommended award or intended decision must file the

following with the Taylor County Clerk of Court, 108 North Jefferson Street, Suite 102, Perry, Florida 32348:

- a. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to INSERT CONTACT), and
- b. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the County must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

SAMPLE CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract made and entered into this _____ day of _____, _____, by and between TAYLOR COUNTY, hereinafter referred to as the "County" and _____, a Florida _____, whose mailing address is _____ (herein referred to as "Consultant").

RECITALS

The County desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The professional services may include, but are not limited to the following:

- a. Planning and Engineering Studies, Data Collection, Design and Preparation of Construction Plans and Special Provisions, Construction Management Services, and Construction Engineering Inspection.
- b. Meeting with and advising elected officials and the County staff to consult on issues pertaining to assigned projects in the area of professional engineering analysis or evaluation.
- c. Any and all other professional services as directed by the County.

The County has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the County has selected the Consultant to provide consulting services, when and as-needed, and when as requested by the County, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the Consultant shall perform services with respect to County projects only when, requested and authorized in writing by the County and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the Consultant for each separate project to be negotiated between the County and the Consultant and be defined and embodied in a separate Task Order to be sequentially numbered beginning with Task Order _____. Each Task Order shall include and shall incorporate in it all of the general provisions of the Contract, together with such items and provision as may be mutually agreed upon by the parties as to each Task Order.

The Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the Consultant to provide and perform professional services to the County when and as needed, but is subject to being terminated as provided for in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.
2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:
 - a. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be duly authorized to act on the County's behalf relative to this Contract.
 - b. **"CONSULTANT"** means the firm of _____, which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Order.
 - c. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the Consultant and its employees, and any and all sub-Consultants that the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Orders thereto.
 - d. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the Consultant or sub-Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Orders thereto. The County shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Consultant and any sub-Consultant.
 - e. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the Consultant:** The County hereby engages the Consultant to provide the County with such consulting services with respect to any County Project, which from time to time, the County may request the Consultant to perform.
4. **Consulting Services:** The Consultant agrees to and shall render and perform such consulting services that shall include, but is not limited to, Architectural, Engineering, Planning, Landscape Architectural, Subsurface Utility Engineering, Construction Engineering Inspection, and Surveying and Mapping in accordance with the terms and conditions of the Contract and any and all Tasks Orders, when and as requested by the County.
5. **Request for Specific Services:** The Consultant shall perform no services to the County until specifically requested to do so by the County. Each request for services to be rendered and performed by the Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the Consultant

for such separate project to be negotiated and agreed upon between the County and the Consultant and defined by and embodied in a separate Task Order. Each Task Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the County and the Consultant.

6. **Term of Contract:** This Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the Consultant to provide and perform services to the County when and as needed and requested by the County and shall commence on the date of execution, shall automatically renew for a maximum of five years, and end no later than September 30, 2023, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the County.
7. **Compensation and Method of Payment:** The County agrees to pay the Consultant compensation for its services rendered to the County for each specific services requested by the County in an amount and method negotiated between the County and the Consultant, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated _____) or any other method as provided for in each Task Order.
8. **Insurance:** The Consultant agrees to and shall procure and maintain insurance during the term of this Contract as follows:
 - a. Comprehensive General Liability insurance covering as insured the Consultant and the County with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
 - b. Workers' Compensation insurance for the benefit of the employees of the Consultant, as required by the laws of the State of Florida;
 - c. Professional Liability insurance for "Errors and Omissions" covering as insured the Consultant with not less than a \$1,000,000.00 limit of liability.
 - d. Before commencing any work under this Contract, or any Task Order, the Consultant shall furnish to the County a certificate or certificates in a form satisfactory to the County showing that the Consultant has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the County.
9. **Indemnity:** The Consultant agrees to and shall indemnify, and hold harmless the County and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the Consultant or its agents, employees, or sub-consultants. The Consultant is not required hereunder to indemnify and hold harmless the County, its officers, agents, or employees, or any of them from liability based upon their own

negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in this Contract.

10. **Liability:** The Consultant shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the County caused by the errors, omissions or negligence of the Consultant, or by any sub-Consultant engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Orders thereto, and for any and all damages, losses, and expenses to the County arising out of the consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Orders thereto. The Consultant shall be liable and agrees to be liable for an shall indemnify, defend and hold the County harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Consultant's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Orders thereto. Nothing in this agreement shall be construed as a waiver of the County's sovereign immunity as provided for under Chapter 768 Florida Statutes.
11. **Licenses:** The Consultant agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to the Contract and any and all Task Orders thereto.
12. **Personnel:** The Consultant agrees that when the services to be provided under this Contract, or any Task Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the Consultant will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Orders thereto.
13. **Timely Accomplishment of Services:** The Consultant agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the County, and by any sub-Consultant engaged by the Consultant.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to this Contract and all Task Orders that each and every provision of law required to be inserted in this Contract and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination:** The failure of either party to comply with any provision of the Contract shall place that party in default. Prior to terminating the Contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the County to the Consultant.

The County may terminate a Task Order or the Contract without cause by first providing at least thirty (30) days written notice to the Consultant prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the County. Upon any such termination, the Consultant shall be paid for all service performed to the date of such termination.

In the event funds to finance a Task Order or the Contract become unavailable, the County may terminate the Task Order or Contract with no less than twenty-four hours notice in writing to the Consultant. The County shall be the final authority as to the availability of funds. Upon any such termination, the Consultant shall be paid for all service performed to the date of such termination.

17. **Independent Contractor:** It is understood and agreed that the Consultant is an Independent Contractor with no express or implied authority to act for or to obligate the County, except as specifically provided for in the Contract.
18. **Documents:** Original project documents prepared by the Consultant under this Contract and all Task Orders are, and shall remain, the property of the County, and shall be delivered to the County upon final completion or termination of the project covered by any specific Task Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the Consultant pursuant to this Contract and any specific Task Orders are instruments of service in respect to the project and the County shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the Consultant. Any reuse will be at the County's sole risk and without liability or legal exposure to the Consultant.

19. **Approval of Plans and Documents by the County Not Deemed Release:** Approval of the County of any plans, drawings, documents, specifications, or work prepared or provided by the Consultant under this Contract and any specific Task Order shall not constitute nor be deemed a release of the responsibility and liability of the consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the County for any error or omission in the designs, working drawings, and specifications or other documents prepared by the Consultant, its employees, agents, sub-Consultants.
20. **Effective and Binding:** The Contract shall not become effective or binding upon the County unless and until the County Commission shall have authorized its execution and any subsequent Task Order(s).
21. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the County and the Consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
22. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the Contract, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
23. **Grant Funds:** It is anticipated that the County may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The Consultant agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the County.
24. **Non-Exclusive Contract:** The parties hereto agree that this Contract is non-exclusive and the County has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the County and the Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.
25. **Successors and Assigns:** Neither the County nor the Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent the Consultant from employing such independent professional associates and consultants as the Consultant may deem appropriate to assist in the performance of services hereunder. Nothing under this Contract shall be construed

to give any rights or benefits in this Contract to anyone other than the County and the Consultant, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the County and the Consultant and not for the benefit of any other party. It is understood and agreed that the County shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

26. **Special Provisions:** It is further mutually agreed by the parties hereto that the Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Contract, after Notice to Proceed has been given by the County to commence services on any County Project identified in any Task Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The Consultant agrees to conduct the services in compliance with all of the requirements imposed by or pursuant to RESTORE Act Standard Terms and Conditions, including the following statutory, regulatory and other provisions:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- Any other applicable non-discrimination law(s).
- Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits

discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

- Treasury Title IX regulations, 31 Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities.
- Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.
- Title VII Exemption for Religious Organizations - Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.
- Protections for Whistleblowers - In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
 - a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;

- e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- Consultant agrees to comply with applicable standards, orders or regulations issued of the Clean Air Act of 1970 and Federal Water Pollution Control Act, as amended.
 - **Access to Records and Records Retention** – The Consultant agrees that the County and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers and records which are directly pertinent to any federally funded grant program or project under the contract for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the County makes final payment and all other pending matter are closed out. In addition, The Consultant must retain all records pertinent to the Award of federal funds for a period of three (3) years, in an electronic and/or hard copy format, after the final closeout of the Award is complete to remain in compliance with federal program guidelines and 2 C.F.R. § 200.333.
 - The Consultant has a “drug-free workplace” program, which will remain in effect.
 - Consultant agrees to conduct all services in compliance with all additional RESTORE Act Standard Terms and Conditions in attached **Exhibit B** to this contract.
27. **Entire Agreement:** This Contract constitutes the entire agreement between the County and the Consultant and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
28. **Parties Bound:** This Contract shall be binding upon and shall inure to the benefit of the County and Consultant, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

TAYLOR COUNTY, FLORIDA

Witness

By: _____
PAM FEAGLE, CHAIR PERSON

Print

ATTEST:

ANNIE MAE MURPHY, Clerk

Signed, sealed and delivered
In the presence of:

Witness

By: _____
CONSULTANT

Print

Print

Witness

(SEAL)

Print

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____ (Consultant), 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 Workers' Compensation exemption and Owner having agreed for Engineer to proceed with the following project, to-wit:

Engineering Services - Taylor County Coastal Dredging

The term Consultant 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, its directors, employees, attorney(s), and designated representatives

1. Consultant 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. Consultant 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. Consultant hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Consultant 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. Consultant 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:

STATE OF _____

COUNTY OF _____

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. _____
for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is _____ and my relationship to the entity
name above is _____.

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. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are 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.

8. 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, share holders, 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 office 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)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____.

NOTARY PUBLIC

My commission expires: _____

**Taylor County Board of County Commissioners
Copeland Anti-Kickback Act (40 U.S.C. 3145)
Certification Form**

_____, as a proposed consultant for **Engineering Services - Taylor County Coastal Dredging**, certify that any Consultant employee or Sub-consultant performing work on this project must comply with regulations described in the Copeland "Anti-Kickback Act" (40 U.S.C. 3145), which provides that each Consultant or Sub-consultant must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

By my signature, as the Authorized Official for the Respondent, I affirm that all Consultant and Sub-consultant employees understand and agree with the Copeland "Anti-Kickback Act" requirements described above.

Company Name

Authorized Official Name

Street Address

Signature

City, State, Zip Code

Authorized Official Title

Phone

Date

**Taylor County Board of County Commissioners
Byrd Anti-Lobbying Amendment
Certification Form**

_____, as a proposed consultant for ***Engineering Services - Taylor County Coastal Dredging***, certify that any Consultant employee or Sub-consultant performing work on this project must comply with regulations described in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), which requires that each Consultant or Sub-consultant employee certifies that he or she has not used any Federal appropriated funds to pay any person or organization for influencing or attempting to an officer or employee of any agency or Congress in connection with obtaining any Federal contract, grant or any other award.

By my signature, as the Authorized Official for the Respondent, I affirm that all Consultant and Sub-consultant employees understand and agree with the Byrd Anti-Lobbying Amendment requirements described above.

Company Name

Authorized Official Name

Street Address

Signature

City, State, Zip Code

Authorized Official Title

Phone

Date

DRUG FREE WORKPLACE FORM

The undersigned in accordance with Florida Statute 287.087, hereby certifies that

_____ does:

(Name of Individual/Business/Consultant)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities, professional or contractual services that are obligated under this solicitation/contractual arrangement a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Individual/Business/Consultant complies fully with the above requirements.

Company Name

Authorized Official Name

Street Address

Signature

City, State, Zip Code

Authorized Official Title

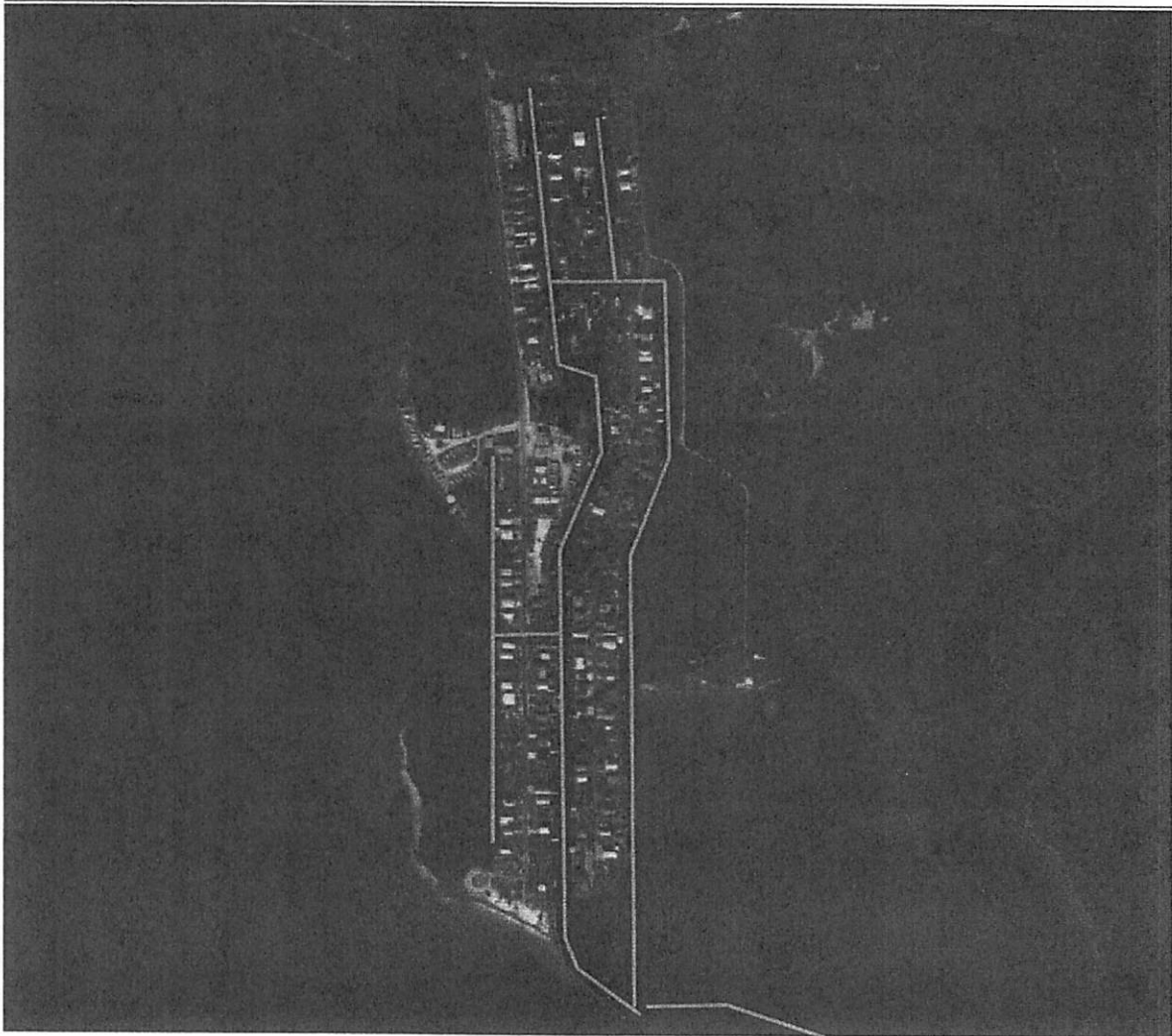
Phone

Date

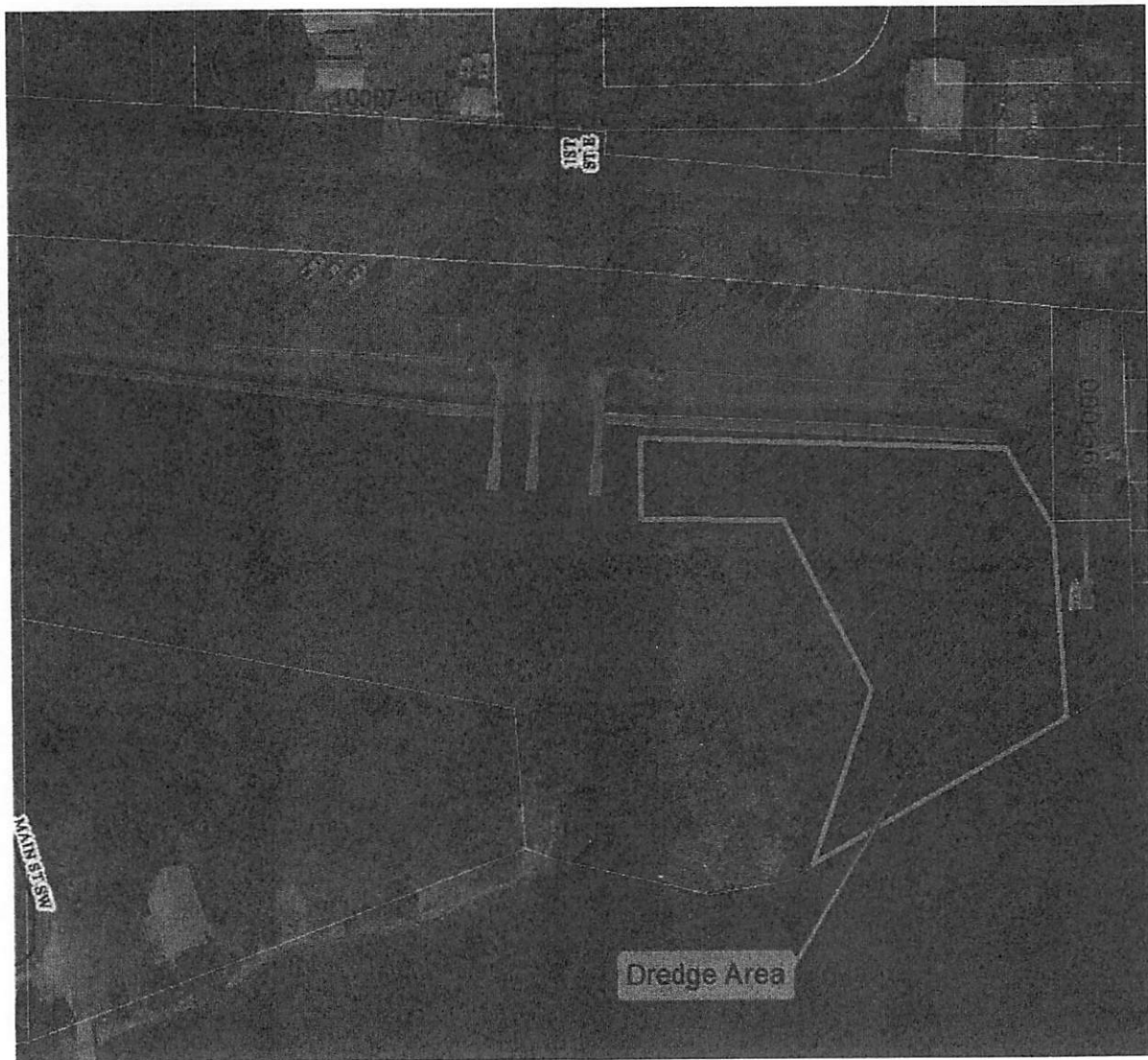
EXHIBIT A

General Project Location Maps:

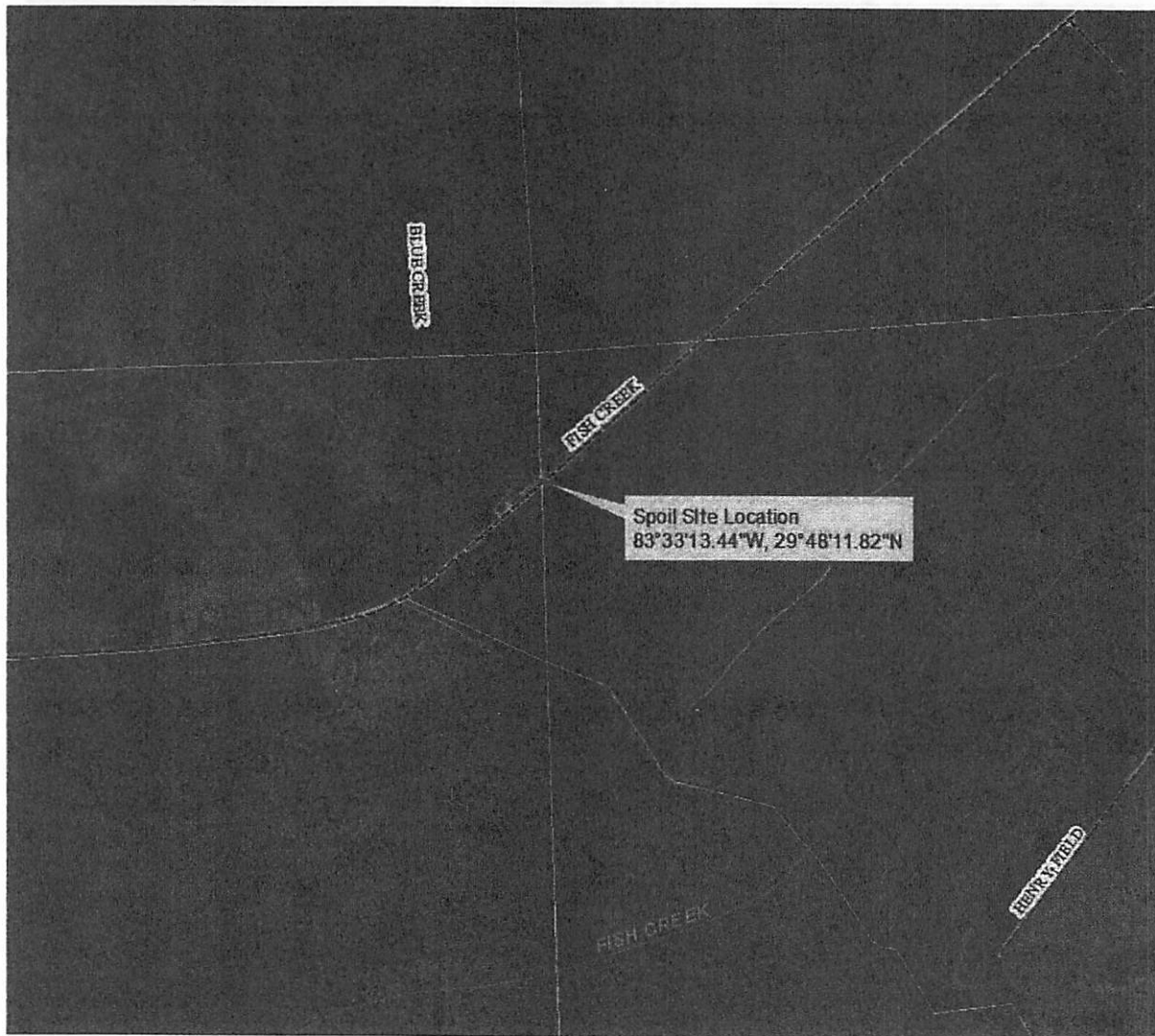
Keaton Beach Canal System (approximately 12,000 LF)



Steinhatchee Boat Ramp Basin (approximately 1 Acre)



Spoil Site (Four Rivers Site)



Upload #2

Applicant: Taylor County Board of Commissioners
Application Number: RDC2020000232
Project Title: Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp
Status: Work in Progress
Document Title: Langton Contract

**RESTORE Act Grant Writing Consultant
and Program Administration Services Agreement**

This consulting agreement made on this 31 day of May 2018, by and between Langton Associates, Inc., hereinafter referred to as "Langton", and Taylor County Board of County Commissioners hereinafter referred to as "Client" on the following terms and conditions:

RECITALS

WHEREAS, Langton is a Florida corporation engaged in the business of offering consulting support to municipalities, counties, other governmental bodies and non-profits groups, and

WHEREAS, Client is in need of professional services of RESTORE Act grant writing consultant and program administration services, per the Request for Qualifications competitive process conducted in April 2018.

WHEREAS, the parties are desirous to enter into this contract, to establish a contractual relationship and set up the fees to be charged by Langton to Client for the services rendered and to establish the guidelines for consulting work to be performed.

IT IS THEREFORE agreed as follows:

1. Langton will complete, at the satisfaction of the Client, the Scope of Work described in Exhibit A of this Agreement.

2. Langton will complete the Scope of Work during the agreed upon Agreement term of June 1, 2018 through MAY 31, 2018

3. In exchange for Langton performing these services as established herein and devoting his time, Client agrees to pay Langton professional fees in accordance with the agreed upon price structure, and pay schedule included in Exhibit B of this Agreement. All required invoices and reports will be submitted to the County Grants Administration Department in accordance with the pay schedule included in Exhibit B of this Agreement.

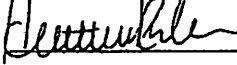
4. Langton agrees to devote the necessary time and performance of his duties for Client. Inasmuch as the professional services rendered are of a subjective nature subject to differences of opinion, mutual confidence and respect are necessary. Accordingly, this contract can be terminated by either party without cause upon giving of a thirty (30) day notice as follows:

A. As to Langton Associates, Inc.:
4830 Atlantic Boulevard
Jacksonville, Florida 32207

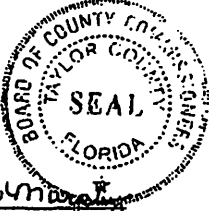
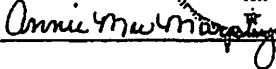
B. As to Taylor County Board of County Commissioners:
201 East Green Street
Perry, Florida 32347

5. Should litigation be necessary to enforce any provision of this agreement the legal venue shall be Taylor County.

ATTEST:




ATTEST:

Annie Mae Murphy
Clerk of Courts

LANGTON ASSOCIATES, INC

BY: 

Michael Langton, President

TAYLOR COUNTY BOCC

BY: 

Pam Feagle
Chairperson

Exhibit A
RESTORE Act Grant Writing Consultant and
Grant Administration Services Agreement
Scope of Work

The Consultant, Langton Associates, Inc., certifies to complete the following Scope of Work to the satisfaction of the Client.

Grant Writing Tasks

- Registration with grantsolutions.gov
- Preparation of Federal forms including:
 - SF-424, Cover Sheet
 - SF-424A OR SF-424C Budget Form
 - SF-424D, Assurances
 - Direct Component Financial Assistance application template
 - Restore Act Direct Component Applicant Certifications template
 - SF-LLL (Lobbying)
- Development of application narratives including:
 - Project Narrative
 - Activity name and number from Multiyear Implementation Plan (MYIP)
 - Detailed description of proposed activity, funding sources, tasks, and timeframes
 - Best available science
 - Detailed budget justification including how costs are determined, cost justification, and allocable
- Development of Attachments including:
 - Direct Component Activity Milestones Report
 - Environmental Checklist
 - Direct Component Activity Status of Performance Report template
 - Indirect Cost Rate Agreement of election to use the de minimis rate if applicable
 - Map of project area
 - FEMA floodplain map of area
 - Proposed Estimated Useful Life for infrastructure statement and method used
 - Site control documents
- Submission of grant application through grantsolutions.gov
- Application revisions as requested by Treasury staff
- Assist with execution of grant agreement if so needed

Grant Administration Tasks

- Ensure compliance with County procedures and policies, including but not limited to, the Grants Administration Handbook and 2CFR 200 Subpart E Cost Principles, 200.317-326 Procurement Policies and Contract Provisions and 200.302 and 200.305 Financial Manager
- Financial Controls which include Invoice Review, Payments, Disbursement of Funds and Program Income

- **Reporting which includes Financial Reporting (including SF-425), Programmatic Performance Reporting (including SF-PPR), Federal Compliance Reporting (Section 3, Davis Bacon, MBE, etc.), Subrecipient Reporting, and Closeout Reporting**
- **Assist with record keeping to include Access to Records and Record Retention**
- **Assist with procurement which will include pre-award and post award assistance to County to ensure local, state, and federal compliance standards are adhered to**
- **Preparation of Amendments/Modification to Grant Award, including but not limited to, timelines, adjustments to the scope of work, and budget changes**
- **Project Closeout and Final Reporting**

Exhibit B
RESTORE Act Grant Writing Consultant and
Grant Administration Services Agreement
Price Structure/Pay Schedule

Price Structure

1. Professional grant writing services will be provided to Taylor County based on 3% (three percent) of project costs detailed in the application. Grant writing services are eligible project costs under the RESTORE Act. This fee is deemed applicable and allocable under 2 CFR 200.
2. Grant administration services will be provided to Taylor County based on 7% (seven percent) of project costs detailed in the application. Grant administration services are eligible project costs under the RESTORE Act. This fee is applicable and allocable under 2 CFR 200.
3. Fee schedule is inclusive of all travel, costs and expenses incurred in performance of these professional services.
4. Langton Associates acknowledges and accepts that all fees to be paid to the firm shall be funded exclusively from RESTORE Act federal grant funds upon their authorization and availability.
5. In the event additional grant writing and administration services are required to complete projects which will be completed in part with RESTORE Act federal grant funds, the County will execute an additional contract with Langton with a Price Structure and Pay Schedule to be negotiated applicable to the grant program(s).

Pay Schedule

1. Langton Associates will submit the required invoice and report for the full 3% (three percent) professional grant writing services fee to the Taylor County Grants Administration Department upon receipt of Notice to Proceed from the U.S. Department of Treasury, after each Grant Award Agreement is executed.
2. Langton Associates will submit the required invoice and report on a monthly basis for grant administration services conducted, to the Taylor County Grants Administration Department, after receipt of Notice to Proceed from the U.S. Department of Treasury, after each Grant Award Agreement is executed with final payment due after the Scope of Work in the grant agreement is completed. Langton will be required to complete all project close-out documents and final reporting.

Professional Consultant Services Agreement - Addendum #1
For Taylor County Board of County Commissioners
Re: RESTORE Act Grant Consultant and Program Administration Services
Agreement with Langton Associates

This addendum to the original Professional Consulting Services Agreement dated May 31, 2018, is made this 5th day of July 2019, by and between Langton Associates, Inc., a for profit limited liability corporation, authorized to do business in the State of Florida, hereby recognized as the awarded bidder for RFQ No. _____ to serve as Restore Act Grant Consultant Services for the Taylor County Board of County Commissioners per the specifications and proposal guidelines in Exhibit B and whose address is 4830 Atlantic Blvd., Jacksonville, FL 32207 and hereinafter referred to as "Langton", "Consultant" and/or "Contractor" and the Taylor County Board of County Commissioners, with its principal place of business located at 201 East Green Street, Perry, Florida 32347 and hereinafter referred to as "County."

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

WHEREAS, this addendum reflects a change in Exhibit B of the original agreement dated the 31st day of May 2018, as described in item 2 below, subject to the request and authority of the County Administrator and mutual consent and acceptance of the parties; and

WHEREAS, following further dialogue, discussion and agreement between the parties in consideration of the amendment of Exhibit B and in consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows to the following:

1. Exhibit B: due to further understanding and evolution of the RESTORE Act Grant Program, and guidance from the U.S. Department of Treasury, Office of Gulf Restoration, this addendum reflects the following changes to "Exhibit B" of the original agreement, in order to justify a reasonable, allowable and allocable fee structure, as follows:

a. The Consultant will be compensated hereinafter on a fixed-fee task order/contract basis for each grant application developed and submitted. Those fees shall not exceed 3% of total grant award amount for grant writing services and 7% for grant administration services. Each fixed-fee task order will be negotiated prior to grant application development based on experience with RESTORE Act Programs, as well as project related factors including: anticipated project scope, total amount of the project cost and current stage of completion. Grant writing and grant administration services are eligible direct project costs, and deemed reasonable, allowable and allocable under 2 CFR part 200 and RESTORE Act Terms and Conditions.

b. The Consultant acknowledges and accepts that all fees to be paid will be funded exclusively from RESTORE Act federal grant funds.

c. All other terms and conditions of the original agreement in Exhibit B. Payment Terms remain in their entirety.

2. All other terms and conditions of the original agreement remain in their entirety.

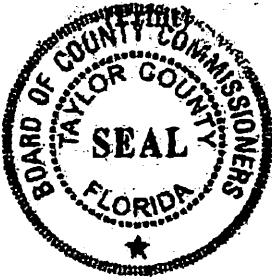
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first written above.

Taylor County Board of County Commissioners

ATTEST:

Annie Mae Murphy

NAME: Annie Mae Murphy



BY Malcolm V. Page

NAME: Malcolm V. Page
Vice Chair

APPROVED AS TO FORM:

[Signature]

, County Attorney

ATTEST:

Heather Bollen

NAME: Heather Bollen
(Print)

BY [Signature]

NAME: Michael Langton

TITLE: President/Authorized Signator

Authorized signator (s) RESTORE Act Grant Consulting Services agreement from Langton Associates has acknowledged the requirements of Treasury and has incorporated herein through its authorized signature whereby certifying the authority of the signator set forth as authorized representative of the consulting firm with full authority to execute said agreement.

Addendum #
Payment Terms

1. Grant writing and grant administration services will be provided to Taylor County as a fixed-fee contract for each grant application developed and submitted. Each fixed-fee task order will be negotiated prior to grant application development based on our experience with RESTORE Act Programs and current work with grantee counties, as well as, project related factors including: anticipated project scope, total amount of the project cost and current stage of completion. Those fees shall not exceed 3% of total grant award amount for grant writing services and 7% for grant administration services. Grant writing and grant administration services are eligible direct project costs, and deemed reasonable, allowable and allocable under 2 CFR part 200 and RESTORE Act Terms and Conditions.


2. Fee schedule is inclusive of all travel, costs and expenses incurred in performance of these professional services.

3. Langton Associates acknowledges and accepts payment terms as defined in detail above in Exhibit B of the Agreement that all fees to be paid to the firm shall be funded exclusively from RESTORE Act federal grant funds upon their authorization and availability.

Submitted, acknowledged by:

Heather Rulien

By:



Printed Name: Mike Langton, President

Consultant: Langton Associates, LLC

Dated:

7/31/2019

Upload #3

Applicant: Taylor County Board of Commissioners
Application Number: RDC2020000232
Project Title: Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp
Status: Work in Progress
Document Title: RESTORE Grant Consultant RFQ and bid package



TAYLOR COUNTY BOARD OF COUNTY

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

TED LAKEY, 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

REQUEST FOR QUALIFICATIONS FOR RESTORE ACT GRANT WRITING CONSULTANT AND PROGRAM ADMINISTRATION SERVICES

Taylor County hereby requests and invites qualified individuals and or firms to submit statements of qualifications and proposals in response to advertised RFQ to participate in a competitive process in which Taylor County will select a RESTORE Act Grant Consultant. Taylor County requires the services of an individual and/or firm to provide consultant services associated with grant writing, grant administration, technical support, and program and post-grant requirements of Federal, State, Non-profit, and other applicable sources of funding on behalf of Taylor County for projects the County has selected to complete in full or in part with RESTORE Act funds. The qualified individual and/or firm must be able to identify possible grant opportunities for RESTORE Act Projects as approved in the Multi Year Implementation Plan (MYIP), coordinate with County staff the assimilation and compilation of information and data required to put forth a concise and complete grant application, prepare the grant application, respond to questions and/or requests from the grant making organization and monitor on behalf of Taylor County the progression of the submitted application until such time the application is awarded or denied. The selected individual and/or firm will be required to abide by all applicable federal, state and local laws and ordinances which may be required in the conduct of performing such services. Determination of consultant qualifications will be through a selection process and will be based on the consultant's proposal which is to be completed and submitted in accordance with the RFQ specifications and firm's ability to provide the services outlined in the specifications related to the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economics of the Gulf Coast (RESTORE) Act of 2012. The County, at its sole discretion, intends to award a contract to the party deemed to offer the best qualifications specific to Taylor County, and the County deems best to assist in preparation and the administration of grants related to the RESTORE Act and meet the United States Treasury regulations and compliance requirements, including a thorough understanding of 2 CFR 200 requirements. Additional information concerning the proposed services being requested and the ranking criteria to be used to evaluate the proposals may be obtained from Melody Cox or Jami Boothby at (850) 838-3553 or at melody.cox@taylorcountygov.com. Written requests may be made to Taylor County Grants Department, 401 Industrial Park Drive, Perry, FL, 32348. The RFQ will also be posted on the County's website at www.taylorcountygov.com. **Eight (8) copies** (1 original and 7 copies) of the Statement of Qualifications must be submitted by mail or hand-delivered to **Taylor County Clerk of Courts at 108 N. Jefferson Street (P.O. Box 620), Perry, Florida 32347**. Submittals must be received no later than **4:00 p.m. EDT (local time) on Friday, April 13, 2018**. Submittals must be sealed and clearly marked on the outside "Restore Act Grant Writing Consultant and Program Administration Services". Submittals not clearly marked on the outside will be rejected. The firms name and address must also be clearly marked on the outside of the envelope. **The RFQ's**

will be opened at the regularly scheduled Board of County Commissioners meeting on Tuesday, April 17, 2018 at 9:00 a.m. In accordance with Section 287.133, FS, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity. Taylor County is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. Taylor County supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Accessibility. Taylor County strictly enforces open and fair competition.



TAYLOR COUNTY

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
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REQUEST FOR QUALIFICATIONS FOR RESTORE ACT GRANT WRITING CONSULTANT AND PROGRAM ADMINISTRATION SERVICES

Taylor County hereby requests and invites qualified individuals and or firms to submit statements of qualifications and proposals in response to advertised RFQ to participate in a competitive process in which Taylor County will select a RESTORE Act Grant Consultant.

Determination of consultant qualifications will be through a selection process and will be based on the consultant's proposal which is to be completed and submitted in accordance with the RFQ specifications and firm's ability to provide the services outlined in the specifications. The RFQ seeks consultant services and technical assistance associated with general guidance and support to Taylor County staff and to advise the Board of Commissioners and staff regarding the various grant programs and processes related to the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economics of the Gulf Coast (RESTORE) Act of 2012. The County, at its sole discretion, intends to award a contract to the party deemed to offer the best qualifications specific to Taylor County, and the County deems best to assist in preparation and the administration of grants related to the RESTORE Act and meet the United States Treasury regulations and compliance requirements.

SECTION 1 INTRODUCTION

Taylor County requires the services of an individual and/or firm to provide consultant services associated with grant writing, grant administration, technical support, and program and post-grant requirements of Federal, State, Non-profit, and other applicable sources of funding on behalf of Taylor County for projects the County has selected to complete in full or in part with RESTORE Act funds. The qualified individual and/or firm must be able to identify possible grant opportunities for RESTORE Act Projects as approved in the Multi Year Implementation Plan (MYIP), coordinate with County staff the assimilation and compilation of information and data required to put forth a concise and complete grant application, prepare the grant application, respond to questions and/or requests from the grant making organization and monitor on behalf of Taylor County the progression of the submitted application until such time the application is awarded or denied. The selected individual and/or firm will be required to abide by all applicable federal, state and local laws and ordinances which may be required in the conduct of performing such services.

SECTION 2 SCOPE OF WORK AND SERVICES TO BE PROVIDED BY CONSULTANT

- A. Taylor County recognizes that obtaining grant funding is a critical and important function in leveraging local funding sources to ensure proposed Restore Act Projects have sufficient

funding to complete. The County is seeking an experienced professional grant writer(s) and/or firm to work closely with the County Administrator, County Grants Department, and other applicable departments, to provide grant assistance including, but not limited to: identify possible grant opportunities (i.e. Federal, State, Non-profit, etc.); coordinate with County staff to assimilate and compile information and data required to put forth a concise and complete grant application; conduct any required environmental review(s); coordinate with funding agencies where appropriate; respond to questions and/or requests from the grant making organization(s); monitor, develop and administer agency contract(s); request, track and manage program funds in compliance with program guidelines; develop required public records; and prepare and assist with agency audits on behalf of Taylor County.

- B.** The selected firm will provide general program guidance, grant writing and application services, administration, monitoring and support to Taylor County staff and Board of Commissioners. Mandatory tasks shall include research of all current and available grant programs, examination of Taylor County's applicability and eligibility, development, grant application and monitoring of Taylor County's various RESTORE Act Grant applications that seek and secure requested funding from the Gulf Coast Ecosystem Restoration Trust Fund (Trust Fund) under the RESTORE Act.

The selected firm will work under the direction of the County Administrator and the County Grants Department, which serves as the Taylor County Restore Coordinator and advise the Commission and staff to facilitate tasks and best management practices in grant writing, application and monitoring for these grant programs and projects. The selected firm will ensure consistency between all deliverables including, but not limited to, grant applications and agree to meet all conditions required by the RESTORE Act (31 CFR 34), U.S. Treasury, audit regulations and County regulations and policies. In addition, the firm must demonstrate fluency and understanding of relevant federal, state and local laws and ordinances required for grant project implementation including, but not limited to US Department of Treasury Regulations (audit requirements and rules and regulations related to the Gulf Coast Restoration Trust Fund which was established in the Treasury of the United States by the RESTORE Act).

The selected firm must demonstrate expertise in grant management and grant-making processes. Applicants must demonstrate extensive knowledge of local environmental and economic factors which impact Taylor County.

Upon contracting with Taylor County, the selected firm shall be required to perform tasks with grant writing assistance and administration of the Restore Act Grant applications with Taylor County staff and officials and its strict compliance with the RESTORE Act ("Act") guidelines (31 CFR 34) and final U.S. Department of Treasury Regulations ("Rule"); and those tasks include but are not limited to:

- Provide support to Taylor County in its development, writing, application, pre and post monitoring of the Taylor County grants associated with the RESTORE Act,
- Investigate all grant funding sources available under the RESTORE Act for proposed projects, as well as, available leveraging opportunities not provided by the RESTORE Act to ensure selected projects have sufficient funding. The selected firm must demonstrate in-depth knowledge of all components available for funding under the Act,

- Regularly report on progress, provide updates to County Administrator and Grants Staff/RESTORE Act Coordinator and other applicable staff as requested, provide presentations and materials to County as requested,
- Represent Taylor County and interact with federal, state, local and public entities on issues pertaining to RESTORE activities, programs and processes, as directed by the County,
- Travel to Taylor County, when necessary, to meet with the Board and County staff for the development review, and implementation of RESTORE Act related issues,
- Request such other RESTORE-related assistance as deemed necessary by the County.

Grant Writing Tasks

- Registration with grantsolutions.gov
- Preparation of Federal forms including:
 - SF-424, Cover Sheet
 - SF-424A OR SF-424C Budget Form
 - SF-424D, Assurances
 - Direct Component Financial Assistance application template
 - Restore Act Direct Component Applicant Certifications template
 - SF-LLL (Lobbying)
- Development of application narratives including:
 - Project Narrative
 - Activity name and number from Multiyear Implementation Plan (MYIP)
 - Detailed description of proposed activity, funding sources, tasks, and timeframes
 - Best available science
 - Detailed budget justification including how costs are determined, cost justification, and allocable
- Development of Attachments including:
 - Direct Component Activity Milestones Report
 - Environmental Checklist
 - Direct Component Activity Status of Performance Report template
 - Indirect Cost Rate Agreement of election to use the de minimis rate if applicable
 - Map of project area
 - FEMA floodplain map of area
 - Proposed Estimated Useful Life for infrastructure statement and method used
 - Site control documents
- Submission of grant application through grantsolutions.gov
- Application revisions as requested by Treasury staff
- Assist with execution of grant agreement if so needed

Grant Administration Tasks

- Ensure compliance with County procedures and policies, including but not limited to, the Grants Administration Handbook and 2CFR 200 Subpart E Cost Principles, 200.317-326 Procurement Policies and Contract Provisions and 200.302 and 200.305 Financial Manager
- Financial Controls which include Invoice Review, Payments, Disbursement of Funds and Program Income

- Reporting which includes Financial Reporting (including SF-425), Programmatic Performance Reporting (including SF-PPR), Federal Compliance Reporting (Section 3, Davis Bacon, MBE, etc.), Subrecipient Reporting, and Closeout Reporting
- Assist with record keeping to include Access to Records and Record Retention
- Assist with procurement which will include pre-award and post award assistance to County to ensure local, state, and federal compliance standards are adhered to
- Preparation of Amendments/Modification to Grant Award, including but not limited to, timelines, adjustments to the scope of work, and budget changes
- Project Closeout and Final Reporting

SECTION 3 SUBMITTAL INFORMATION

- A. Eight (8) copies** (1 original and 7 copies) of the Statement of Qualifications must be submitted by mail or hand-delivered to **Taylor County Clerk of Courts at 108 N. Jefferson Street (P.O. Box 620), Perry, Florida 32347**. Submittals must be received no later than **4:00 p.m. EDT (local time) on Friday, April 13, 2018**. Submittals must be sealed and clearly marked on the outside “Restore Act Grant Writing Consultant and Program Administration Services”. Submittals not clearly marked on the outside will be rejected. The firms name and address must also be clearly marked on the outside of the envelope. **The RFQ’s will be opened at the regularly scheduled Board of County Commissioners meeting on Tuesday, April 17, 2018 at 9:00 a.m.**

Questions regarding this RFQ should be addressed in writing at least ten (10) days prior to the specified submittal date to:

Ms. Melody Cox
Grants Director
401 Industrial Park Drive
Perry, FL 32348
(850) 838-3553 or at melody.cox@taylorcountygov.com

If there are any corrections, or any ambiguity, inconsistency, errors or clarification of an interpretation, it will be issued as addenda. Addenda’s will be posted at www.taylorcountygov.com a minimum of seven (7) days prior to the submittal deadline. County will not be responsible for any oral clarifications. No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with County employees prior to the opening of the qualifications. Only those communications which are in writing from the County may be considered as a duly authorized expression on behalf of the Board of Commissioners.

No response will be considered unless received on or before the date and time listed above. The delivery of the response to the County prior to the deadline is solely and strictly the responsibility of the responder. **Submittals received after the closing time will be returned unopened to sender.**

It is the responsibility of each responder to examine this RFQ carefully and to judge all of the circumstances and conditions which may affect its response to ensure that their response clearly and directly responds to each of the requirements listed. Any data furnished by the County is for informational purposed only. Responses submitted early by responders may be withdrawn or modified

prior to the response deadline. Such requests must be in writing. Modifications received after the response deadline may or may not be considered.

The County reserves the right to request any supplementary information and/or clarification of information it deems necessary in order to effectively evaluate the responder's experience, qualifications, or substantiate any information contained in the responder's response.

B. Drug Free Workplace

Florida Statutes 287.087, on Drug Free Work Place, 287.133(3)(a) on Public Entity Crimes, and Section 287.134, on Discrimination, as a whole and/or as shown below will be complied with and will be incorporated as terms of a Restore Act Grant Writing Consultant and Program Administration Services entered with Taylor County:

287.087. Preference to business with drug-free workplace programs:

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the products or contractual services that are under proposal a copy of statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED IN THE PROPOSAL.

C. Public Entity Crimes

287.133. Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) A person or affiliate who has been placed in the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. 287.134. Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

E. Insurance

1. Professional Liability Insurance: Policy in the amount of \$1,000,000 per claim for consultant services.
2. Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
3. Commercial General Liability: Occurrence Form Required: (Consultant) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL Insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

4. Commercial Automobile Liability Insurance: (Consultant) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
5. Special Requirements/Evidence of Insurance:
 - a. A copy of the Consultant's current certificate of insurance MUST be provided with the response to this RFQ. A formal certificate shall be provided upon announcement that a Consultant has been awarded the work as called for in this document. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 1. "Taylor County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" shall be named as "Additional Insured" on all policies except Worker's Compensation.

F. Submittal Requirements

Proposals shall be limited to not more than fifty (50) single-sided pages, excluding the table of contents, Drug Free Workplace Certification, Certificate of Insurance, and Public Entity Crimes Documents and any section dividers. The proposal shall address the following:

- (1) **Transmittal Letter:** Introduction to firm and team and other information that should be considered.
- (2) **Company Overview:** Proposer shall include a comprehensive description of the business history and number of years in operation, number of employees, when firm was established, principals of firm and any other related information. The proposer shall include any experience in Restore Act, federal and/or state grant writing and program administration consulting services, specifically in the state of Florida. Provide a statement that the firm is properly licensed to practice in the State of Florida.
- (3) **Project Manager and Project Team:** Provide a narrative describing the role and qualifications of the Project Manager/Engineer and primary point-of-contact to be assigned to the County under this role. In addition, provide the role and qualifications for each key individual staff member for this assignment. The Proposer shall provide five (5) Restore Act and federal grant experience references (contact and telephone number required) for the Project Manager and a federal grant experience reference for each key staff listed. In addition, list all supporting team members and their office locations. Provide an organization chart showing the lines of communication, authority and assigned responsibility. For each individual shown on the organization chart, identify their company affiliation and provide a summary of their respective qualifications.

- **(4) Representative Projects:** Identify and describe relevant projects that the firm has completed and the year in which they were completed. Include references for each of the projects (contact and telephone number required). Relevant project experience shall be assignments undertaken as part of the Restore Act and the Department of Treasury. Projects involving canal dredging will also be considered relevant.
- **(5) Environmental/Permitting Experience:** Describe the firm's experience with environmental resource permits, environmental studies, permitting and mitigation. Include a list of the specific regulatory agencies with whom the firm has worked.
- **(6) Regulatory Compliance Experience:** Describe the firm's experience with regulatory compliance including but not limited to: Part 200 Code of Federal Regulations, Florida Single Audit Act requirements, Davis-Bacon Act recordkeeping, Federal Fair Labor Standard Acts, Copeland Anti-Kickback Act, and all applicable federal and state reporting and compliance standards with an emphasis on Restore Act and the Department of Treasury.
- **(7) Proof of Insurance:** Provide evidence of professional liability insurance for the primary firm, Worker's Compensation, Workers' Compensation, Commercial General Liability, and Commercial Automobile Liability Insurance as outlined in Section 3 Item D.
- **(8) Drug Free Workplace Certification:** Firm must complete and sign Drug Free Workplace Certification which is part of the RFQ package and as outlined in Section 3 Item B.
- **(9) Public Entity Crimes Statement:** Firm must complete and sign as per Section 3 Item C.
- **(10) Summary:** Provide a summary of your organization and identify unique strengths, special equipment, specialized knowledge, or other factors that you feel may be important to the selection process.

The County will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

- G. There shall be no dollar units of total costs included in the statement of qualifications.**
- H. Respondents, their agents and associated shall refrain from contacting or soliciting any County Official and that contact may be made ONLY with the individual(s) in this document for additional information and clarification.**
- I. Responding to this RFQ will in no way be construed as a commitment on the part of the County. The County reserves the right to reject any or all responses. The County is not responsible for any costs incurred during the preparation and submittal of a response to this RFQ.**
- J. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and Taylor County. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent**

from its obligation to honor its response and to perform completely in accordance with its response.

- K. The County reserves the right to reject any and all submitted responses and to waive any informalities or irregularities in the submittal process which are in the best interest of the County.
- L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.
- M. The successful respondents shall be required to demonstrate experience or knowledge of completing federal reporting requirements through federal agencies, such as the U.S. Department of Treasury (including SF-425 Federal Financial Report, SF-PPR Status of Performance Report and Milestones Form, and Operation Self-Assessment Form).
- N. The successful respondents shall be required to demonstrate experience in conducting monitoring of local government and sub-recipients internal controls (according to 2 CFR 200 requirements) and performance.
- O. The successful respondents shall be required to demonstrate experience in completing financial management controls both internally and through federal agencies (ex. U.S. Department of Treasury ASAP Payment System).
- P. The successful respondents shall hold harmless, indemnify, and defend the County, its commissioners, employees, representatives, and agents, against any claim, action, loss damage, injury, liability, costs and expense of whatsoever kind or nature arising out of or incidental to this work.
- Q. The successful respondents shall not be allowed to substitute project team members and or consultants named in this response without the prior written permission of the County.
- R. The successful respondent/contractor shall acknowledge and accept contract language that affirms the resulting contract will be funded exclusively by RESTORE Act federal grant awards and shall be strictly subject to those terms and conditions of any grant award(s).
- S. The successful respondent/contractor as well as all subcontractors (if permitted by Taylor County) and to be utilized by this Grant Consultant, shall be required to comply with 2 CFR 200.321 requirements for contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- T. In the event of any legal action resulting from this RFQ, the venue will be Taylor County, Florida.

SECTION 4 SELECTION PROCEDURE

A Consultant Selection Committee will be established to review and evaluate all qualification statements submitted. The evaluation of the responses to the RFQ will be made on the basis of

comparative fulfillment of the above criteria. Total scoring is a mathematical summation of the criteria scores from each evaluator.

A firm may be selected from the qualifications statements, upon recommendation of the Consultant Selection Committee, or if deemed necessary, the County may short-list up to three firms for formal presentations and further consideration by the Board of Commissioners. Firms not short-listed will be notified. The format and date of the presentation will be established at the time of short-listing, if applicable.

If desired by the Consultant Selection Committee or the Board of Commissioners, the short-listed firms will make personal presentations to the Taylor County Board of Commissioners and staff. Presentations by each firm will be limited to the proposed Project Manager and Principle in Charge. Presentations may take up to 20 minutes and should focus on the firms understanding of the qualifications required to successfully assist the County with grant writing and the administration of RESTORE Act/Department of Treasury funding.

Qualification Statements will be evaluated and scored according to the following point system:

Section	Points Possible
1. Transmittal letter	5
2. Company Overview	15
3. Project Manager and Project Team	15
4. Representative Projects	20
5. Environmental/Permitting Experience	10
6. Regulatory Compliance Experience	10
7. Restore Act and Related Grant Experience	5
8. Drug Free Work Place Certification	5
9. Proof of Required Insurance	5
10. Summary	10
Total Points	100

Following final approval ranking of the firms by the County, contract negotiations will be conducted by staff with the highest ranked firm. If satisfactory negotiations with the highest ranked firm are not possible, staff will begin negotiations with the second ranked firm and continue, as such, until satisfactory negotiations are completed. **All contracts will be executed by the Taylor County Board of Commissioners.**

SECTION 5 ADDITIONAL CONSIDERATIONS

- A. The County reserves the right to waive informalities or irregularities and to accept or reject any and all submittals with or without cause. The County intends to accept the proposal that, in its sole judgement, represents the best interest of the County. The County reserves the right to solicit additional engineering services for any projects, should the County deem it to be in their best interest.

- B. Respondents agree that contracts and negotiations shall be governed by the laws of the State of Florida and the venue for any legal action will be Taylor County, Florida.
- C. Any material submitted in response to this RFQ will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proponent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statute §119.07.
- D. No Contingency Fees: By responding to this solicitation, each Respondent warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

Taylor County is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. Taylor County supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Accessibility. Taylor County strictly enforces open and fair competition.

End of RFQ Instructions



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

TED LAKEY, 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

REQUEST FOR QUALIFICATIONS FOR RESTORE ACT GRANT WRITING CONSULTANT AND PROGRAM ADMINISTRATION SERVICES

ADDENDUM #1

The following item is **removed** from the RFQ requirements:

E. Insurance

1. Professional Liability Insurance: Policy in the amount of \$1,000,000 per claim for consultant services.

ALL OTHER INSURANCE REQUIREMENTS AND LIMITS WILL REMAIN THE SAME.

The following item is amended on the RFQ:

F. Submittal Requirements

- (7) **Proof of Insurance**: Provide evidence of professional liability insurance for the primary firm, Worker's Compensation, Worker's Compensation, Commercial General Liability, and Commercial Automobile Liability Insurance as outlined in Section 3 Item D.

Amend To:

- (7) **Proof of Insurance**: Provide evidence of Worker's Compensation, Commercial General Liability, and Commercial Automobile Liability Insurance for the primary firm as outlined in Section 3 Item E.



Langton Consulting

Grant Writing, Grant Administration, Public Affairs
Serving Florida for over 37 Years

Proposal for Taylor County

Request for Qualifications

RESTORE Act Grant Writing Consultant and
Program Administration Services

Submission Deadline: **Friday, April 13, 2018 4:00
p.m.**

Langton Associates, Inc.
4830 Atlantic Blvd., Jacksonville, FL 32207
(P) 904.598.1368 (F) (904) 598-1837
Contact: Michael Langton, President
milangton@langtonconsulting.com



March 26, 2018

Taylor County Clerk of the Courts
108 N. Jefferson Street
PO Box 620
Perry, Florida 32347



Dear Sirs and Madams:

Langton Consulting is pleased to submit this proposal to provide RESTORE Act Grant Writing Consultant and Program Administration Services to Taylor County. Our firm has extensive experience serving local government clients, including Taylor County, throughout Florida for over 37 years.

Langton Consulting is a small firm of professionals with a wide breadth of experience and expertise. We are selective with the clients we pursue and are not in the business of amassing an extensive client list. We service a few select clients with the highest priority, focus and attention. The guiding principals of our relationship with our local government clients include:

- * No grant is too small. No grant is too big. We pursue any and all grants that are of interest to our client.
- * Single point of contact between client and firm. While we provide a Team of consultants to work in a client's behalf, a Project Manager is assigned to each client to facilitate strong and immediate communication linkages.
- * Each client is treated as if they are our only client. Accessibility to our Team and quick response to our clients needs are of paramount importance.

Langton Consulting, Florida's oldest and largest public affairs consulting firm, is comprised of a professional team with a combined total of over 90 years in the grants business. Our associates specialize in grant writing, grant administration and intergovernmental relations and have been serving clients nationally since 1981. Within the last five years, our efforts have secured more than \$125 million for our clients to fund both ongoing programs and new initiatives. In the course of 37 years of service, the amount of client awarded grants exceeds \$400 million. Our team has administered over \$300 million in Federal and State grant programs. Since 2012, we have played an intricate role in securing and administering over \$4.6 million for the development of the Florida State Expenditure Plan to implement RESTORE Act Spill-Impact Component (Pot 3) funding for the twenty-three (23) counties, including Taylor County, affected by the Deepwater Horizon oil spill. Between October 2017 and February 2018, Langton Consulting successfully worked with the County's Grants Department to create the required Internal

RESTORE Act policies and procedures to implement RESTORE Act funding, as well as the development, submission and approval of the County's RESTORE Act Multi-Year Implementation Plan for RESTORE Act Direct Component (Pot 1) funding.

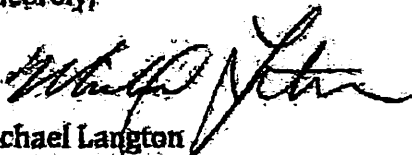
The Project Manager in this proposal is Michael Langton, President of *Langton Consulting*, who will be assisted by four (4) additional experienced grant writers and grant administrators.

While we maintain expertise in nearly all Federal Government and State of Florida grant programs, some of our greatest successes and strongest relationships are in the following areas:

- * Public Works and Infrastructure
- * Transportation
- * Coastal Management
- * Emergency Management and HMGP
- * Economic Development
- * RESTORE Act
- * Triumph Gulf Coast, Inc.
- * Disaster Recovery
- * Historic Preservation
- * Parks and Recreation

By my signature, I affirm that all terms and conditions of the RFQ are understood and acknowledged and we agree to be bound by the terms and conditions of the RFQ. Further, I certify that the information and data submitted is true and complete to the best of my knowledge. I am an authorized principal of the responding firm and am qualified to represent *Langton Consulting*.

Sincerely,



Michael Langton
President
Langton Consulting
4830 Atlantic Blvd.
Jacksonville, FL 32207
p: 904-598-1368
f: 904-598-1897
e: mlangton@langtonconsulting.com

Company Overview



Langton Consulting has provided professional grant consulting services to our clients since 1981. Michael Langton, the firm's President, began the firm after working in the grants industry for both public and private agencies. After establishing the firm, Langton became familiar with the funding side of grants in his service as a member of the Florida House of Representatives. Langton Consulting, Florida's oldest and largest public affairs consulting firm, is comprised of a professional team with a combined total of over 90 years in the grants business. Within the last five years, our efforts have secured more than **\$125 million** for our clients to fund both ongoing programs and new initiatives. In the course of over 37

years of service, the amount of client awarded grants exceeds **\$400 million**. To date, our team has successfully administered over \$300 million in Federal and State grant funding.



Langton employs five (5) full-time grant professionals and numerous associate consultants. Langton provides grant research, grant writing and grant administration services to Florida counties and municipal local governments, to ensure that all Federal, State and private foundation grant funding is successfully procured and managed within compliance of grantor agency regulations and guidelines. Langton's vast experience with writing and managing Federal, State and private foundation grants has benefitted over 50 Florida local governments to date.

GRANT RESEARCH

Langton Consulting specializes in grant identification by determining each client's individual needs through on-site interviews and the development of a **Needs Assessment** and **Strategic Grants Plan**. The information captured in these two documents will create a solid basis for specific and in-depth research to secure grant funding for the highest prioritized projects. Twice a month, our clients receive an exclusive **SMARTGrants™** e-mail alert with the most up-to-date grant funding currently on the market to ensure that no grant opportunities are overlooked.

GRANT WRITING

Our grant writing team, lead by executive grant professionals Michael Langton, President and Lisa King, Vice President, has provided grant writing services to over fifty (50) local governments and organizations. Our services have provided over \$125 million in funding to our clients in the last five years and over \$300 million in the last ten years. Unlike other firms that only specialize in specific program areas such as engineering, housing, or community development, we offer knowledge and expertise in a broad range of Federal and State agency programs. Our grant professionals are continuously updated on the status of established funding sources as well as new programs through

continuously updated on the status of established funding sources as well as new programs through professional events, conferences, publications, access to a complete database of state and federal programs, and personal contact with key legislative staff members. Our network of contacts in Washington, D.C. and Tallahassee, Florida, as well as our proximity to Tallahassee, enable us to provide our clients with the most accurate, up-to-date information and resources available. All five (5) of our full-time grant professionals are members of the national Grants Professionals Association (GPA), and our two executive grant professionals are **Grant Professional Certified** through the national Grants Professional Certification Institute.

The **Langton** team specializes in the following program areas:

- RESTORE Act
- Triumph Gulf Coast, Inc.
- Community Development
- Public Infrastructure
- Economic Development
- Coastal Management
- Emergency Management
- Energy Conservation
- Environmental Protection
- Hazard Mitigation
- Health and Human Services
- Historic Preservation
- Homeland Security
- Land Acquisition
- Parks and Recreation
- Public Safety
- Transportation
- Cultural Institutions



GRANT ADMINISTRATION

Our grant administration team, lead by Heather Pullen, Senior Public Affairs Consultant and former Florida Small Cities CDBG Program staffer, has administered over \$300 million in Federal grant funding under the CDBG-DR, HERA, ARRA and RESTORE Act recovery funding programs since 2006. Since 2015, our grant administration team has administered over \$4.6 million in planning grant funds for the Florida Gulf Consortium's RESTORE Act Spill-Impact (Pot 3) for the development of the Florida State Expenditure Plan.

The **Langton** team's responsibilities include:

- General Technical Support
- Financial Management
- Policies and Procedures
- Procurement
- Recordkeeping
- Reporting
- Monitoring



- Close-outs
- Liaison services to Federal grantor agencies

RESTORE ACT SPILL-IMPACT AND DIRECT-COMPONENT (POTS 1 and 3)

In 2012, the Langton team became involved in the early stages of RESTORE Act funding development by attending many Federal and State sponsored meetings regarding Florida's portion of the recovery funding resulting from the 2010 Deepwater Horizon Oil Spill. In 2014, Langton Consulting partnered with Environmental Science Associates (ESA) through a competitive RFP process to provide professional grant writing and grant administration services to the Gulf Consortium to develop the Florida State Expenditure Plan (FSEP) to implement RESTORE Act Spill-Impact (Pot 3) funding for the twenty-three (23) counties affected by the oil spill. Since 2015, the Langton team, in partnership with ESA, is in the process of drafting the FSEP and providing planning grant management services to ensure that all Federal regulations and guidelines are in compliance with award agreement requirements.

The *Langton* team's responsibilities include:

- Preparation of Administrative Grant Application
- Preparation of Planning State Expenditure Plan (PSEP)
- Gulf Consortium Goal Setting Workshop
- Compile Preliminary Project List
- Planning Grant Management Services
 - Policies and Procedures
 - Financial Management
 - Procurement
 - Recordkeeping
 - Reporting
 - Close-Out
- Screen, Attribute and Map the Preliminary Project List
- Conduct Project Leveraging Analysis
- Develop Project Sequencing & Implementation Strategy
- Complete revisions to the Draft FSEP
- Conduct stakeholder and public engagement process



In May 2017, the Langton team, lead by Melissa Beaudry, Public Affairs Consultant, was competitively selected by **Gulf County** to provide professional grant writing and grant administration services for all RESTORE Act Direct-Component (Pot 1) activities and for Triumph Gulf Coast, Inc. opportunities. The Langton team is currently in the process of working with County and Treasury staff to develop and submit a grant application to utilize RESTORE Act Pot 1 funding. The Langton team also assisted County staff to close-out their planning assistance grant used to create their RESTORE Act Pot 1 Multi-Year Implementation Plan (MYP).

In October 2017, Langton Consulting entered a contract with **Taylor County** to assist the County's Grants Department with the development, submission and approval of their initial RESTORE Act Direct Component (Pot 1) Multi-Year Implementation Plan (MYP) and create/update all current County policies and procedures based on Federal regulations, Executive Orders, and RESTORE Act Pot

1 Program guidelines. In January 2018, all of the required policies and procedures were approved and adopted by the Taylor County BCC and on March 7, 2018 the U.S. Department of Treasury approved the MYP and granted permission to move forward with the process of submitting grant applications to implement the projects within.

TRIUMPH GULF COAST, INC.

Langton Consulting staff has been involved in Triumph Gulf Coast, Inc. funding since the beginning of its development. Our Project Manager, Michael Langton, has attended many of the Triumph Gulf Coast, Inc. Board Meetings in 2017 and has shared his extensive knowledge and best practices of RESTORE Act activities and processes to assist the Board in the development of the Program's grant application process. In November 2017, Langton staff assisted several eligible RESTORE Act grantees with submission of their Pre Applications for Triumph Gulf Coast funding.

Operation Statement

Langton Associates, Inc. aka "Langton Consulting," home office based in Jacksonville, Florida, has provided uninterrupted services to its clients since 1981. Langton Associates, Inc. FL Document #76790 is currently in good standing with the State of Florida and is properly licensed to do business in the State of Florida. Our latest Annual Report was filed on January 22, 2018.

Project Manager and Project Team

Michael Langton, President, GPC* Project Manager



For nearly forty years Michael Langton has built his career around grants. Michael's introduction to grant funding began with the City of Jacksonville's Community Development Block Grant program in 1974. He later moved to healthcare, running the grants and lobbying department at Shands Jacksonville Hospital. He became familiar with the funding side of grants in his service as a member of the Florida House of Representatives. He was Co-Sponsor of the William Sadowski Act, which enacted the SHIP Program.

As President and Project Manager at Langton Consulting, Michael has played a pivotal role in securing over \$400 million dollars in grant funding from Federal, State and private foundation funding sources over the last 36 years. He manages the day-to-day operations, leads a staff of five (5) full-time grant professionals and acts as the firm's lead marketing consultant and point-of-contact for many of our local government clients.

Aside from his managerial role at Langton Consulting, Michael has written over \$20 million in successful grants in the last five years in areas such as public works and infrastructure, economic development, and capital project funding.

Michael is also the Project Manager for all RESTORE Act Pot 3 and Triumph Gulf Coast, Inc. tasks and activities and will also lead all contracted activities under this project as well. Between October 2017 and February 2018, Michael was the Project Manager for Taylor County RESTORE Act Grant Consultant Services where he lead his team to complete Taylor County's RESTORE Act Multi-Year Implementation Plan.

Consultant References:

Walton County, Florida

Contact: Bill Williams, RESTORE Act Coordinator

Phone: (850) 227-6422

E-mail: wilbilly@co.walton.fl.us

Taylor County, Florida

Contact: Melody Cox, Grants Department Director

Phone: (850) 838-3553

E-mail: melody.cox@taylorcountygov.com

**Lisa King, Senior Vice President, GPC*
Grant Writing**

Lisa began her grant career with Langton Consulting in 1991. Having worked as Congressional staff and then staff to Mike Langton in the Florida House of Representatives, she developed an understanding for the funding end and legislative process of grant development. After joining Langton Consulting, Lisa's focus centered on environmental land acquisition, historic preservation, recreation facilities grants, coastal management and cultural facilities.



As a Florida native she was able to put her talents to use in assisting local governments in the fields of recreation, coastal management and cultural facilities programs. She has further developed experience in obtaining community visioning grants and facilitating these projects. Her expertise has been key to obtaining funding for the development of over 50 parks as well as construction and renovation of civic centers, art galleries and environmental learning centers. King authored the successful Communities Trust application on behalf of the City of Key West for acquisition of the Key West Botanical Gardens addition. Her passions include environmental projects and historic preservation and her vast experience includes lobbying for such programs in Tallahassee and Washington D.C. as a registered lobbyist. She is past Chair of Jacksonville's Planning Commission and was recognized as a "Woman of Influence" by the Jacksonville Business Journal in 2016.

Consultant Reference:

Seminole County, Florida

Contact: George Woodring, Grants Administrator

Phone: (407) 665-7168

E-mail: gwoodring@seminolecountyfl.gov

***Grants Professional Certified through the Grants Professionals Certification Institute.**

**Heather Pullen, Senior Public Affairs Consultant
Grant Administration**

Heather joined the Florida Department of Community Affairs staff in 2006 with a focus CDBG-DR grant management, assisting local government recipients with successfully implementing their 2004 and 2005 Disaster Recovery Program grants, by supplying technical assistance through workshop planning and on-site monitoring visits. In 2008, Ms. Pullen joined the Florida Small Cities Community Development Block Grant Program Operations Unit where she managed the FloridaPAPERS Request for Funds system, managed federal reporting, including HUD Disaster Recovery Grant Reporting, and approved



consolidated plans for grantees throughout the state. She then joined the firm in 2009 and has since focused on managing and implementing HUD's Neighborhood Stabilization Program (NSP) monitoring federal compliance issues, providing technical assistance and program guidance, and completing the Environmental Review Process for state and federal recipients.

In 2015, Heather took on the role as Planning Grant Administrator for the Gulf Consortium PSEP Grant for the development of the Florida State Expenditure Plan where she manages the day-to-day grant administration operations of financial management, policies and procedures, procurement, recordkeeping, reporting, and monitoring. Heather also provides technical assistance services for several of our local government clients by conducting workshops, presentations, and one-on-one sessions with Department staff on the important grant management topics, such as 2 CFR Part 200 (The Bible of Grant Management).

Between October 2017 and February 2018, Heather worked with the Taylor County Grants Department to develop and adopt all of the necessary policies and procedures to implement RESTORE Act funding.

In March of 2018, Heather joined the National Grants Management Association in order to extend her networking capabilities and prepare for professional certification as a Certified Grants Management Specialist.

Consultant References:

Florida Gulf Consortium

Contact: Grover Robinson, Chairman (Assistant: Becky Azelton)

Phone: (850) 595-4940

E-mail: grobins@myescambia.com

Taylor County, Florida

Contact: Melody Cox, Grants Department Director

Phone: (850) 838-3553

E-mail: melody.cox@taylorcountygov.com

Krysten Bennett, Public Affairs Consultant Grant Writing

Having served as a Public Affairs Consultant with Langton Consulting from 2004-2010, Krysten is thrilled to once again be part of the Langton family. During her original years with Langton, she secured more than \$5.8 million in Federal, State and Foundation funds for local government projects and non-profit entities with public agency partners. Perhaps her most notable project while with Langton Consulting was the facilitation of the Palm Beach County Homeless Advisory Board



and its seven working committees, for which she assisted in the development of and, subsequent authoring of the *Ten-Year Plan to End Homelessness in Palm Beach County*.

Krysten began her career in the non-profit sector as an arts administrator and first began learning the art of grant writing as a member of Atlanta Ballet's development staff, during which time she secured an elusive and prestigious award for the company from the National Endowment for the Arts. She has since served as Director of both The Women's Board of Wolfson Children's Hospital and, most recently, the Riverside Arts Market, where her responsibilities included composing foundation and corporate sponsorship proposals.

Though cultural programming, historic preservation and environmental preservation are areas of strong personal interest, Krysten's past grant writing success includes the topics of education, library services, parks and recreation, social services and emergency management. Her open mind and sense of adventure are her two favorite qualities, and she aims to bring her passion for life-long learning to her interaction with clients and to her writing.

Consultant Reference:

Panama City, Florida

Contact: Jeff Brown, City Manager (Assistant: Sharon Churchwell)

Phone: (850) 872-3001

E-mail: jbrown@pcgov.org

Melissa Beaudry, Public Affairs Consultant Grant Writing

Melissa began grant writing when she was a student at Florida State University studying Urban and Regional Planning and International Affairs. She was a student leader for several organizations and wrote various Local and National Private Foundation grants including, Clinton Foundation, Jenzabar Foundation and Gates Foundation, to support the work of the student organizations. She then continued to expand her grant writing and management capabilities as the Outreach Director for North Florida Land Trust where she managed a Wells Fargo Foundation grant and wrote several others for environmental preservation.

In 2015, Melissa joined the Langton Associates team as a grant writer working on grants ranging from children's mental health, fire and safety, economic development and access to healthy foods. She has also taken on the role of Lead Planner for the State Expenditure Plan for the State of Florida, outlining the allocation of \$300 Million for environmental and economic recovery for the Gulf Coast of Florida. Her experience in both environmental and economic recovery played a pivotal role in the development of the Project Leveraging Analysis and Project Sequencing of RESTORE

Act Pot 3 funding during the development of the Florida State Expenditure Plan. Melissa has secured over \$2 Million in direct funding for her clients since joining the firm and her specialties include: environmental restoration and preservation, public health, sustainability and innovation and community economic development.

Consultant Reference:

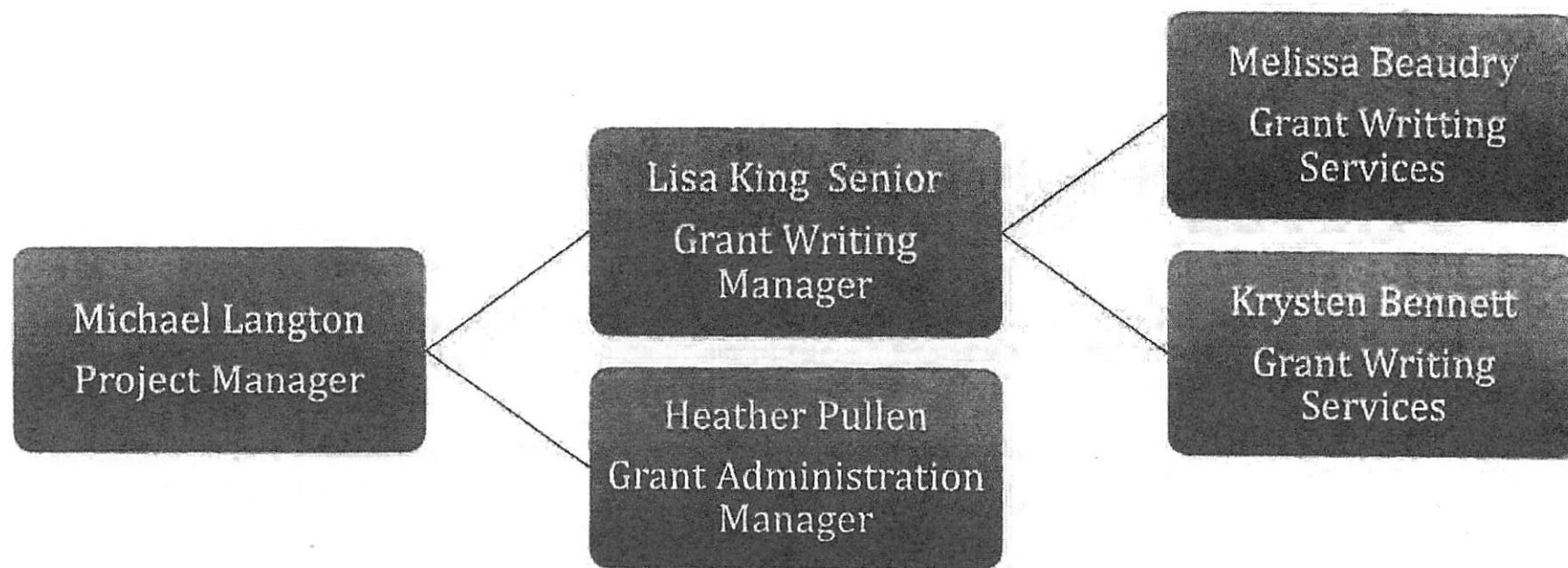
Gulf County, Florida

Contact: Warren Yeager, RESTORE Act Coordinator

Phone: (850) 229-6144

E-mail: wyeager@gulfcounty-fl.gov

Langton Consulting Organizational Chart
Taylor County RESTORE Act Grant Writing Consultant and
Program Administration Services



Langton Consulting Organizational Chart

Taylor County RESTORE Act Grant Writing Consultant and Program Administration Services

Michael Langton, Project Manager

Responsibilities include: Lead contact, contract liaison, staff supervision, task organization

Lisa King, Grant Writing Manager

Responsibilities include: Receive grant writing requests, manage grant writing task assignments, manage grantsolutions.gov registrations, proofread/edit grant applications, provide technical assistance to grant writing services staff

Melissa Beaudry, Grant Writing Services

Responsibilities include: Preparation of federal forms, development of application narratives, development of attachments, grant application submission through grantsolutions.gov, application revisions (when necessary), technical assistance to County staff on pre-award and post-award requirements

Krysten Bennett, Grant Writing Services

Responsibilities include: Preparation of federal forms, development of application narratives, development of attachments, grant application submission through grantsolutions.gov, application revisions (when necessary), technical assistance to County staff on pre-award and post-award requirements

Heather Pullen, Grant Administration Manager

Responsibilities include: Federal regulatory and Treasury RESTORE Act guidelines compliance, financial controls, financial and performance reporting through grantsolutions.gov, other required Federal regulatory reporting, create and maintain an off-site recordkeeping system, technical assistance with procurement, preparation of amendments/modifications to Award Agreement and MYP, project closeout and final reporting

Representative Projects

RESTORE Act/BP Oil Spill Related Funding Grant Writing Projects

Project Name: Florida Planning State Expenditure Plan (PSEP)
Client: Florida Gulf Consortium
Funding Source: RESTORE Act Spill-Impact Component Program (Pot 3)
Grantor: Gulf Coast Ecosystem Restoration Council
Status: Approved on May 21, 2015.
Amount Awarded: No dollar amount applicable.
Reference: Grover Robinson, Chairman (T): (850) 595-4940 (E):
grobins@co.escambia.fl.us

Project Name: Administrative Grant Application - Florida Planning State Expenditure Plan (PSEP)
Client: Florida Gulf Consortium
Funding Source: RESTORE Act Spill-Impact Component Program (Pot 3)
Grantor: Gulf Coast Ecosystem Restoration Council
Status: Awarded on June 30, 2016.
Amount Awarded: \$4,640,675.00
Reference: Grover Robinson, Chairman (T): (850) 595-4940 (E):
grobins@co.escambia.fl.us

Project Name: St. Joseph Peninsula Beach Restoration Project
Client: Gulf County, Florida
Funding Source: RESTORE Act Direct-Component Program (Pot 1)
Grantor: U.S. Department of Treasury
Status: In Progress
Amount Requested: \$2.8 million
Reference: Warren Yeager, RESTORE Act Coordinator (T): (850) 229-6144 (E):
wyeager@gulfcounty-fl.gov

Project Name: Port of Port St. Joe Enhancement Project
Client: Gulf County, Florida
Funding Source: Triumph Gulf Coast (BP Oil Spill) Lawsuit Settlement
Grantor: Triumph Gulf Coast, Inc.
Status: Under Review by Grantor
Amount Requested: \$29.8 million
Reference: Warren Yeager, RESTORE Act Coordinator (T): (850) 229-6144 (E):
wyeager@gulfcounty-fl.gov

Project Name: US 331 and US Highway 90 Water and Wastewater Expansion Project
Client: Walton County, Florida
Funding Source: Triumph Gulf Coast (BP Oil Spill Lawsuit Settlement)
Grantor: Triumph Gulf Coast, Inc.
Status: Under Review by Grantor
Amount Requested: \$27.1 million
Reference: Bill Williams, RESTORE Act Coordinator (T): (850) 227-6422 (E): wilbilly@co.walton.fl.us

Project Name: Walton County Broadband Initiative Pilot Project
Client: Walton County, Florida
Funding Source: Triumph Gulf Coast (BP Oil Spill Lawsuit Settlement)
Grantor: Triumph Gulf Coast, Inc.
Status: Under Review by Grantor
Amount Requested: \$900,000.00
Reference: Rick Wilson, Program and Projects Manager, (T): (850) 892-8155 (E): wilrick@co.walton.fl.us

Project Name: Walton County Research & Education at Owl's Head Farms, Phase 1
Client: Walton County, Florida
Funding Source: Triumph Gulf Coast (BP Oil Spill Lawsuit Settlement)
Grantor: Triumph Gulf Coast, Inc.
Status: Under Review by Grantor
Amount Requested: \$10 million
Reference: Bill Williams, RESTORE Act Coordinator (T): (850) 227-6422 (E): wilbilly@co.walton.fl.us

RESTORE Act Multi-Year Implementation Plans (MYPs)

Project Name: Taylor County RESTORE Act MYP (Initial)
Client: Taylor County, Florida
Funding Source: RESTORE Act Direct-Component Program (Pot 1)
Grantor: U.S. Department of Treasury
Status: Approved March 7, 2018
Amount Requested: \$4,076,136.56
Reference: Melody Cox, Grants Department Director (T): (850) 838-3553 (E): melody.cox@taylorcountygov.com

Project Name: Gulf County RESTORE Act MYP (Amendment-01)
Client: Gulf County, Florida
Funding Source: RESTORE Act Direct-Component Program (Pot 1)
Grantor: U.S. Department of Treasury
Status: In Progress

Amount Requested: \$5.6 million

Reference: Warren Yeager, RESTORE Act Coordinator (T): (850) 229-6144 (E):
wyeager@gulfcountry-fl.gov

RESTORE Act Grant Administration Projects

Project Name: Florida Planning State Expenditure Plan (PSEP)

Client: Florida Gulf Consortium

Funding Source: RESTORE Act Spill-Impact Component Program (Pot 3)

Grantor: Gulf Coast Ecosystem Restoration Council

Status: In Progress

Amount Awarded: \$4,640,675.00

Reference: Grover Robinson, Chairman (T): (850) 595-4940 (E):
grobins@co.escambia.fl.us

Project Name: Planning Assistance Grant

Client: Gulf County, Florida

Funding Source: RESTORE Act Direct-Component Program (Pot 1)

Grantor: U.S. Department of Treasury

Status: Closed Out

Amount Awarded: \$560,400.66

Reference: Warren Yeager, RESTORE Act Coordinator (T): (850) 229-6144 (E):
wyeager@gulfcountry-fl.gov

Project Name: RESTORE Act Policies and Procedures & Other Technical Support

Client: Taylor County, Florida

Funding Source: County General Revenue Funding

Status: Completed February 2018

Amount of Contract: \$25,000.000

Reference: Melody Cox, Grants Department Director (T): (850) 838-3553 (E):
melody.cox@taylorcountygov.com

Environmental Permitting Experience

As a full service grant writing and grant administration provider, Langton Consulting has worked with County and municipal local governments to complete the environmental review requirements for such Federal and State agencies such as U.S. Department of Housing and Urban Development (HUD), Florida Department of Economic Opportunity, and the Florida Department of Environmental Protection. These types of environmental review include:

- Tier One - Broad reviews of Unspecified Site Strategies and Categorical Exclusions
- Tier Two - Site-Specific Review Checklists

In regards to environmental resource permits, environmental studies, permitting and mitigation, Langton Consulting uses licensed and certified environmental sub-contractors to complete these items at no additional costs to the local government client.

Regulatory Compliance Experience

- Experience with 2 CFR 200
- Florida Single Audit Act requirements
- Davis-Bacon Act (recordkeeping)
- Federal Fair Labor Standard Acts
- Coneland Anti-Kickback Act
- All applicable federal and state reporting and compliance standards with an emphasis on RESTORE Act and the Department of Treasury

2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Langton Consulting's experience with utilizing the new regulations in 2 CFR 200 dates back to before December 24, 2014 when they became the law of the land. In July of 2014, we began conducting extensive research on the proposed new regulations to build a comprehensive database of presentations for our local government clients. We have conducted trainings and workshops for over twenty (20) Florida local governments, including Taylor County, to update their internal policies, procedures, and processes to maintain compliance when implementing Federal funding. Today, we have over thirty (30) presentations in the database that is available to our clients and will be conducted by our staff at no additional cost. In direct relation to the RESTORE Act, we have assisted most, if not all, of the twenty-three (23) Florida counties eligible to receive RESTORE Act funding, by creating templates for all required policy and procedural changes based on guidance from the U.S. Department of Treasury and the Gulf Coast Ecosystem Restoration Council.

Florida Single Audit Act Requirements

While Langton Consulting does not provide auditing services to our clients, we are experienced with the audit process and will assist Taylor County will properly procuring an auditor to perform these duties and oversee the audit process as a County liaison. As a part of our grant administration services, we will work with the auditor to ensure that all financial records are maintained in accordance with all applicable Federal, State and RESTORE Act regulations, terms and conditions. Since it is apparent that Taylor County will be expending over both the State threshold of \$500,000 and the Federal threshold of \$750,000 each fiscal year, Langton Consulting will provide these services throughout the negotiated contract period.

Davis-Bacon Act

The Davis-Bacon Act only applies to RESTORE Act projects in two situations:

1. Davis-Bacon Act-related provisions are applicable for a construction project if it is the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and
2. Davis-Bacon Act-related provisions are applicable for a construction project regardless of where it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions.

Therefore, the applicability of this Act will have to be determined prior to a readiness to proceed for each construction project. Langton Consulting does have past experience conducting field interviews through prior work on Community Development Block Grant funded projects and will assist Taylor County with properly conducting the interviews, maintaining complete and accurate records, and reporting this information to the Department of Treasury, when necessary.

Federal Fair Labor Standards Act

As a part of grant administration services provided to Taylor County, Langton Consulting will work with any procured contractors and sub-contractors to provide any necessary training in regards to recordkeeping and reporting information related to the FLSA. Furthermore, Langton Consulting will work with the Taylor County Grants Department to ensure that all procurement documents contain the clauses required in the FLSA prior to advertisement.

Copeland Anti-Kickback Act

Langton Consulting will work with Taylor County Grants Department to enforce the Copeland Anti-Kickback Act regulations, as stated in the County's Grant Management Plan that was adopted by the Taylor County BOCC in January 2018.

Other Federal and State Regulatory Compliance Requirements

Langton Consulting will work with the Taylor County Grants Department to maintain compliance with the following regulations, terms and conditions that apply to RESTORE Act funded programs and projects:

1. RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (Updated August 2017)
2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 CFR 200
3. Treasury's RESTORE Act regulations, 31 CFR, part 34

4. Government-wide Debarment and Suspension, 31 CFR, Part 19
5. Government-wide Requirements for Drug-Free Workplace, 31 CFR, Part 20
6. New Restrictions on Lobbying, 31 CFR, Part 21
7. Reporting Subaward and Executive Compensation Information, 2 CFR, Part 170
8. Award Term related to Trafficking in Persons, 2 CFR, Part 175
9. Executive Orders 11375 and 11246, Equal Employment Opportunity



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2018

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 of this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER	MATTHEW E. CARLUCCI STATE FARM INS. 3707 HENDRICKS AVE. JACKSONVILLE, FL 32207	CONTACT NAME PHONE (904) 388-5844 FAX (904) 388-1838 E-MAIL ADDRESS: MORGANMATT@CARLUCCI.COM
INSURED	LAKITON ASSOCIATES INC. 4930 ATLANTIC BLVD JACKSONVILLE, FL 32207	INSURANCE A: State Farm Fire and Casualty Company 25148 INSURANCE B: State Farm Florida Insurance Company 10738 INSURANCE C: State Farm Mutual Automobile Insurance Company 25178 INSURANCE D: INSURANCE E: INSURANCE F:

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.

LINE	TYPE OF INSURANCE	APPLICABLE PERIOD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		88-BE-V058-B-B	08/25/2017	08/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex. Insurance) \$ 300,000 MED. EXP. (Any one person) \$ 5,000 PERSONAL & AD. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP. & AGG. \$ 2,000,000 HIRED/NON-OWNED \$ 1,000,000
B	AUTOMOBILE LIABILITY <input 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		462 9583-F10-58U	12/10/2017	08/10/2018	COMBINED SINGLE LIMIT (Ex. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> RETENTION		98-BG-D738-B-B	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	98-BT-P882-S-F	05/21/2017	05/21/2018	<input checked="" type="checkbox"/> PER. <input checked="" type="checkbox"/> STATUTE <input checked="" type="checkbox"/> OPT. ER EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EX-EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 5,000,000
C	EMPLOYERS NON-OWNED AUTO & HIRED AUTO		C40 6097-B12-58	02/12/2018	08/12/2018	CSL \$ 3500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Taylor County BQCC
201 East Green Street
Perry, Florida 32347

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

Matthew Carlucci

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DRUG FREE WORKPLACE CERTIFICATION
(This form must be completed and attached to proposal)

Preference shall be given to businesses with drug-free work place programs. In order to have a drug-free work place program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in paragraph #1.
4. In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Langton Associates, Inc.
Company Name

Michael Langton
Authorized Signature

59-2247694
Federal I.D. Number or SSN

Michael Langton, President
Printed Name

**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. _____
for RESTORE Act Grant Writing Consultant and Administration Service.
2. This sworn statement is submitted by Langton Associates, Inc.
(Name of entity submitting sworn statement)
Whose business address is 4830 Atlantic Boulevard, Jacksonville, FL
32207 _____ and
(if applicable) its Federal Employer Identification Number (FEIN) is 59-2247694
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)
3. My name is Michael Langton _____ and my relationship to the entity
named above is President of Langton Associates, Inc. _____.
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 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. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the
entity and who has been convicted of a public entity crime. The term "affiliate" includes those
officers, directors, executives, partners, shareholders, employees, members, and agents who
are 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 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)C, 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 in the management of an entity.

8. 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.)

- X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliates 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, and agents who are in the management of an 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 on 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.)

Michael Langston
(Signature)

3/26/2018
(Date)

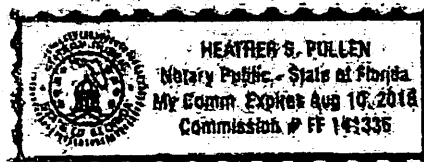
STATE OF Florida

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Michael Langston
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this 26th
day of March, 2018.

Heather S. Pullen
NOTARY PUBLIC

My commission expires: 8/10/2018



Summary

Langton Consulting is a small firm composed of multi-talented consultants with extensive background knowledge and first-hand experience working in the public and private government sectors, specifically RESTORE Act Programs. The following is a list of unique strengths that gives Langton Consulting the competitive edge over other grant writing and grant administration firms:

- ❖ Consultants with direct experience working in grant management on the State government level.
- ❖ Consultants with over 30 years combined grant writing experience.
- ❖ Four (4) consultants who are members of the national Grant Professionals Association.
- ❖ Two (2) consultants who are Grant Professional Certified through the Grant Professionals Certification Institute.
- ❖ One (1) consultant who is a member of the National Grants Management Association.
- ❖ Networking experts with contacts at all Federal and State RESTORE Act Agencies.
- ❖ Extensive background and institutional knowledge in all RESTORE Act Programs and funding sources.
- ❖ Direct experience with Taylor County RESTORE Act Direct-Component Program (Pot 1) projects listed in the approved Multi-Year Implementation Plan.
- ❖ An established relationship with the Taylor County Grants Department staff.
- ❖ A database containing over 175 different grant opportunities that can be leveraged toward RESTORE Act funded projects.
- ❖ Has written over \$68 million in grants and plans funded by the RESTORE Act and other related BP Oil Spill funding sources.
- ❖ Has administered over \$4.7 million in RESTORE Act Program funding.
- ❖ Staff is already pre-registered and trained to use www.grantsolutions.gov.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3566 Phone
(850) 838-3548 Fax

TED LAKEY, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3601 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 187
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

REQUEST FOR QUALIFICATIONS FOR RESTORE ACT GRANT WRITING CONSULTANT AND PROGRAM ADMINISTRATION SERVICES

ADDENDUM #1

The following item is removed from the RFQ requirements:

E. Insurance

1. Professional Liability Insurance: Policy in the amount of \$1,000,000 per claim for consultant services.

ALL OTHER INSURANCE REQUIREMENTS AND LIMITS WILL REMAIN THE SAME.

The following item is amended on the RFQ:

F. Submittal Requirements

- (7) **Proof of Insurance:** Provide evidence of professional liability insurance for the primary firm, Worker's Compensation, Worker's Compensation, Commercial General Liability, and Commercial Automobile Liability Insurance as outlined in Section 3 Item D.

Amend To:

- (7) **Proof of Insurance:** Provide evidence of Worker's Compensation, Commercial General Liability, and Commercial Automobile Liability Insurance for the primary firm as outlined in Section 3 Item E.

Taylor County, Florida
Request for Qualifications for Restore Act
Grant Writing Consultant and Program Administration Services

April 13, 2018 @ 4:00 P.M.

Presented by:
Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
(850) 681-3717 Office
(850) 224-7206 Fax

David Jahosky, Managing Director
djahosky@govserv.com



GOVERNMENT SERVICES GROUP, INC.

WeServeGovernments.com

Water, Wastewater and
Utility Management

Special Assessment
and Support

Financial Management
Consulting

Information
Management

Grants Management
Services

April 13, 2018

Ms. Melody Cox
Grant Director
Taylor County
401 Industrial Park Drive
Perry, FL 32348

Re: RFQ for Restore Act Grant Writing Consultant and Program Administration Services

Dear Ms. Cox,

Government Services Group, Inc. (GSG) is pleased to submit our proposal for Grant Services to Taylor County, Florida. GSG has successfully managed and implemented over 60 community development programs for governments throughout Florida. Since 1996, GSG has proudly provided professional services for over 160 Florida municipalities.

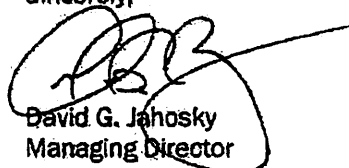
GSG's grant administration team has over 85 combined years of experience which includes administering programs, regular Community Development Block Grant (CDBG) programs, Small Cities CDBG, Housing Rehabilitation, Neighborhood Revitalization, SHIP, Entitlement CDBG, Disaster Recovery and others. We know the benefits a successful grant program will bring to the Taylor County because we've done it in other communities.

GSG has assisted governments in the areas of community development, housing rehabilitation, disaster recovery, special assessments, utility services, economic development, financial management and compliance management. GSG prides itself on being able to provide quality professional services in an efficient and cost-effective manner. The goal of GSG is to ensure that our clients are satisfied and that the programs we operate on behalf of the governments we serve are successfully implemented, on time and within the prescribed budgets. We have completed many Neighborhood Revitalization Grants very similar to yours and will be able to assist you in navigating the program rules and requirements to have a successful outcome.

We have the requisite knowledge and expertise to carry out all administrative functions related to all programs. We have implemented CDBG Grant programs within the state inclusive of large urban areas and smaller rural areas. We typically close out projects ahead of schedule because we pride ourselves on efficiency. Additionally, our team members are experienced in coordinating with the Florida Department of Economic Opportunity and understand the intricacies associated with carrying out all grant-related compliance and reporting responsibilities.

GSG would like to extend our sincere appreciation for your consideration of this proposal response. We look forward to working with Taylor County Grant Administrator project. Should you have any questions or concerns, please contact me at 407-383-9642.

Sincerely,



David G. Jahosky
Managing Director

Corporate Headquarters • 1500 Mahan Drive • Suite 250 • Tallahassee, FL 32308 • T 850.681.3717 • F 850.224.7206
Longwood Office • 280 Wekiva Springs Road • Suite 2070 • Longwood, Florida 32779 • T 407.629.6900 • F 407.629.6963

Table of Contents


Years of Experience Administering State of Florida Small Cities CDBG Projects.....	1
GSG's Value to Taylor County.....	1
Company Overview.....	2
Firm Background and Experience.....	2
Capabilities.....	2
Grants Management Services.....	3
Project Manager and Project Team.....	6
Location and Accessibility.....	6
Representative Projects.....	7
Environmental/Permitting Experience.....	10
Regulatory Compliance Experience.....	11
Program Oversight.....	11
Procurement.....	12
Construction Management.....	12
Financial and Data Accountability.....	13
Leveraging Experience.....	13
Grant Close-Out.....	14
Recommended Quality Assurance and Technical Procedures.....	14
Program Planning, Design, and Development.....	14
Restore Act and Related Grant Experience.....	15
Restore Act Experience.....	15
Other Relevant Grants Management Experience.....	15
Taylor County Experience.....	16
Appendix A.....	17
Appendix B.....	22
Appendix C.....	27

Years of Experience Administering State of Florida Small Cities CDBG Projects


GSG's Value to Taylor County


GSG team members bring over 85 combined years of experience working with various federal, state and local community & economic development programs. GSG has a broad spectrum of experience in administering programs such as Small Cities Community Development Block Grant (CDBG), CDBG Entitlement programs, Housing Rehabilitation, Neighborhood Revitalization, Commercial Revitalization, Economic Development, Disaster Recovery, Neighborhood Stabilization, Sewer Connections, State Housing Initiatives Partnership (SHIP) and a myriad of other programs. We have the requisite knowledge and expertise to carry out all administrative functions related to all programs. We typically close-out projects ahead of schedule because we pride ourselves on efficiency. GSG has a great rapport with the U.S. Department of Housing and Urban Development (HUD), Florida Department of Economic Opportunity (DEO), and other State agencies. We understand the intricacies associated with carrying out grant-related administrator, compliance and reporting responsibilities. Choosing our firm to be your grant administrator for your Restore Act projects and other related programs has several advantages because our firm possesses the following attributes:

- Expertise with interpreting federal and state rules and regulations which increases our ability to negotiate our way through an overwhelmed system effectively.
- A full-service, turnkey operation that implements programs from start to finish, handling programming, financial institutions, construction services and public outreach.
- Expertise in administering complex community development programs. We move projects forward in an efficient and accountable manner.
- A thorough and comprehensive understanding of the functionality and operational aspects of local governments and what it takes to implement successful governmental programs.
- Demonstrated track record of providing solutions to difficult community development needs.
- Having the first-hand experience of administering CDBG programs from the ground up gives us the ability to anticipate and resolve any challenges that may surface as projects materialize.




WHAT GSG OFFERS TAYLOR COUNTY, FLORIDA






We understand the challenges faced by the County. We understand your goals and priorities.




Team with over 85 years of combined CDBG and other Federal grant experience helping Florida City and County governments.

MILLIONS MANAGED



Over the past 20 years, GSG has successfully administered over \$100 million and managed millions of dollars of CDBG and other grant program appropriations.



STRUCTURED AND EFFICIENT WORK PLAN

GSG has a proven, structured and efficient work plan that ensures the timely completion of all grant-related tasks. This includes the development of a detailed work plan, the establishment of a clear line of communication, and the implementation of a rigorous quality control system. This approach ensures that all grant-related tasks are completed in a timely and efficient manner, resulting in the successful completion of all grant-related projects.

Company Overview

Firm Background and Experience

Government Services Group, Inc. (GSG) is a Florida based consulting service provider to government entities. Incorporated in 1996, GSG prides itself on 20 years of serving Florida Governments with smart, effective, and efficient service. GSG is comprised of 3 divisions: Community Services Division, Government Services Division, and Municipal Services Division. All divisions provide specialized services to municipalities, cities, counties, and special districts. Across divisions, our general areas of service include stormwater, water and wastewater, grants management, community development, fire services, revenue enhancement and program administration. In each service area, GSG has perfected particular capabilities, offering deliverables that may be tailored according to specific client needs.

GSG is designated as a small business under the federal System for Award Management (SAM). GSG's team of 50 highly experienced professionals offers a unique perspective because we have worked in government and the private sector for both large and small entities. Not only have we been in our client's shoes, but we have also been in their communities and neighborhoods. During GSG's 20 years of service, 60 counties, 89 cities and 15 special districts have experienced benefits. GSG currently serves 160 clients in Florida. For nearly 17 years, we have managed one of the largest "single purpose" government entities in Florida, the Florida Governmental Utility Authority (FGUA). The FGUA services more than 120,000 utility customers. GSG is also the contract administrator with the Department of Defense for a 50-year contract to manage all utility assets at MacDill Air Force Base in Tampa, Florida.

Taylor County's Restore Act grant will assist the county in providing greatly needed improvements. With GSG's experience administering all types of state and federal grants, we will be able to help the county complete these improvements and have a successful and rewarding experience.

Capabilities

GSG specializes in providing state and local governments with grants management services related to housing rehabilitation, economic development, disaster recovery, neighborhood revitalization, and commercial revitalization. Within those areas, GSG provides construction management and inspection, eligibility and intake, environmental review, Davis-Bacon Labor Standards and more. GSG has assisted over 60 governments with carrying out various programs related to the Community Development Block Grant (CDBG) Program, Disaster Recovery, the HOME Investment Partnerships Program (HOME), the State Housing Initiatives Partnership (SHIP), the Neighborhood Stabilization Program (NSP) and other supplemental programs that are leveraged with various community development programs.

GSG has been performing the type of services requested under this Request for Proposal for 20 years. The CDBG grant and loan experts at our firm possess over 85 years of community development and grant administration experience. They have managed and administered projects ranging from housing rehabilitation to mainstream infrastructure developments such as wastewater treatment plants and more. Furthermore, when Taylor County hires GSG, our resources, including grants and loan specialist, communication specialist, graphic designer, data specialist and administrative staff will be working succinctly to ensure all facets of the Restore Act projects successfully meet County goals.

As an added benefit, the utilization of GSG support professionals provides uniquely focused and administered service solutions that are carefully crafted. GSG administration services will benefit the County's Restore Act projects and individual residents. We understand how to enhance each project's elements to achieve goals specific to the Restore Act program and other programs as may come online at the County's discretion.

Grants Management Services

The Treasury Department requirements are complex, confusing, and intimidating. Our 20 plus years of successful administration of all types of State and Federal grants will make this a rewarding and successful experience for the County. Some of the more intimidating regulations involve the successful completion of the Environmental Review, the preparation of construction documents, and the collection and review of the Davis Bacon Certified Payrolls and Employee Interviews. We are experts with all of the above having completed many projects successfully with never having a community made to reimburse the funding agency for non-compliance.

GSG provides a full range of services are designed to suit the uniqueness of each governmental entity. Customizing products and services has been critical to GSG's success as a premier consulting firm. Understanding that each client's needs may differ, GSG possesses the versatility and expertise to craft a plan and solutions that satisfy the demands of our clients. We have developed core competencies in many federal and state programs such as regular CDBG (entitlement programs), small cities CDBG, Disaster Recovery, HOME and Florida's SHIP program.

The following table provides an overview of our Grants Management Services.

Disaster Recovery	<ul style="list-style-type: none">• GSG provides comprehensive assistance to governmental entities for the implementation of large-scale federal disaster recovery programs such as the Community Development Block Grant (CDBG) Disaster Recovery Initiatives. Disaster Recovery projects include housing replacement and rehabilitation, rehabilitation of single family and multi-family housing units, infrastructure, public facilities, and Affordable Housing.
Economic Development	<ul style="list-style-type: none">• GSG has assisted clients with public/ private partnerships for the purpose of attracting businesses to locate and/or expand in a particular community. Economic Development includes Economic Development Planning, securing much-needed resources for local communities and provides funding for infrastructure development programs, and incentive packages for businesses, job creation.
Neighborhood Revitalization	<ul style="list-style-type: none">• GSG provides assistance with securing and managing state and federal grant and loan programs for infrastructure improvements and developments for low-to-moderate income residential communities. Activities include, but are not limited to, water wastewater, sidewalks and beautification programs.
Housing Rehabilitation	<ul style="list-style-type: none">• GSG assists with securing and administering federal and state programs to rehabilitate homes for low-to-moderate income households. Programs include the Community Development Block Grant (CDBG) Program, Neighborhood Stabilization Program, State Housing Initiative Program and the Housing Choice Voucher (HCV) Program, formerly known as Section 8.
Commercial Revitalization	<ul style="list-style-type: none">• GSG has assisted clients with applications for HUD CDBG Grant funding for limited rehabilitation and Façade improvements for designated downtown commercial areas.

In addition to our Grants Management Services, GSG provides our clients with the following services.



Construction Management and Inspection

- GSG provides construction inspection in the areas of federal and state funded housing and infrastructure projects to ensure grant related construction requirements are met. Also included are all services necessary to procure construction contractors, preparation of bid documents, bid construction contracts and manage construction contracts once awarded.

Intake and Eligibility

- GSG assists governmental entities and private businesses serving governmental entities in the analysis of grant participants for eligibility in receiving grant assistance from federal and state programs in areas such as housing rehabilitation and disaster recovery. Also included is project analysis to ensure it meets all federal and state grant requirements for funding.



Environmental Review

- GSG assists with preparation of documents and/or oversight of contractors providing environmental review services necessary to receive a Finding of No Significant Impact for federally funded grant programs.

Davis-Bacon Labor Standards

- GSG services include the necessary monitoring expertise to ensure compliance with this standard on federally funded construction contracts. Services include, but are not limited to, ordering wage decisions, adding additional job classifications when needed, review of certified payrolls, on-site employee interviews, providing technical assistance to contractors, developing corrective action plans and ensuring all Davis-Bacon Labor Standard documents

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

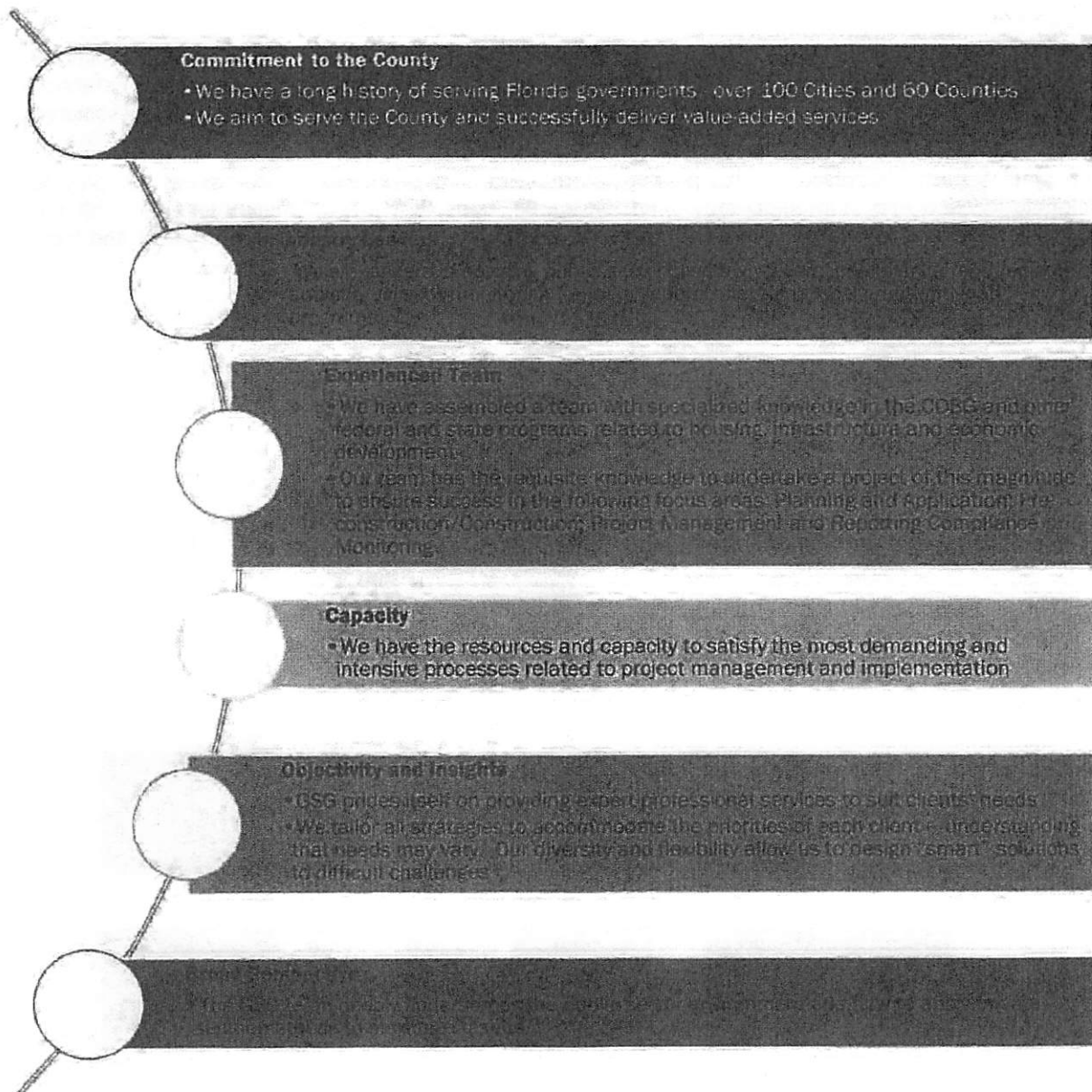
FOR LABORERS AND MECHANICS
EMPLOYED ON FEDERAL OR FEDERALLY
ASSISTED CONSTRUCTION PROJECTS

THE DAVIS-BACON ACT (40 U.S.C. 3141-3145) requires that contractors and subcontractors on federal construction projects pay their workers the prevailing wage for the work they are performing. The Department of Labor publishes prevailing wage surveys for various construction trades and occupations. Contractors are required to pay their workers at least the prevailing wage for the work they are performing. If a contractor fails to pay the prevailing wage, the Department of Labor may take action against the contractor, including debarment from future federal construction projects.

1-800-4-USAID (4862)
WWW.DHS.GOV

We believe that the quality of our services separates us from our competitors. GSG has established rigorous standards against which performance is measured so that quality drives everything we do. We have a number of organizational and functional processes to maintain the quality of our work and deliverables issued under the firm's name. In addition to our internal quality controls and processes, we recognize that the ultimate measure of this project's quality is to meet task requirements and to ensure that the Taylor County is satisfied. To that end, our quality control approach integrates quality throughout the project lifecycle, in tandem with our

project management methodology. Our methodology is based on aggressively planning, monitoring, assessing and improving our performance to meet and exceed client expectations. Performance metrics must be addressed early as part of task planning and be measurable as the task progresses. The following figure illustrates the key strengths GSG brings to the Taylor County to ensure quality delivery of the proposed services.



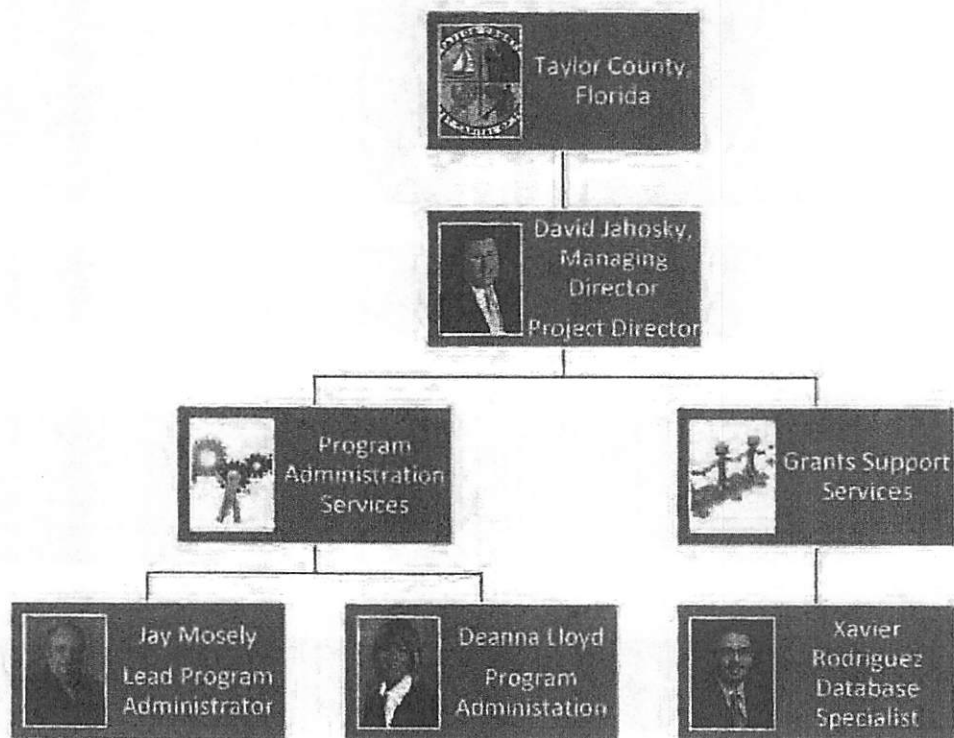
Our experience with State and Federal grant programs will enable us to assist the County in navigating the complexities of Treasury Department rules and regulations. The successful implementation and completion of the Restore Act grant programs will mean much-needed infrastructure improvements and will greatly improve the quality of life for Taylor County residents.

Project Manager and Project Team

The GSG professionals that have been selected to meet the needs and goals of Taylor County consist of highly skilled and experienced project managers and consultants as well as the support of database specialists. They are vastly experienced in evaluating the unique and dynamic characteristics associated with the administration of State and Federal.

The project team assembled for this project has the capability and capacity to successfully provide uniquely focused and individually structured service solutions that are carefully integrated with the County's needs. Collectively, the project team has extensive experience working with state and local governments on all types of grant-related programs administration services.

Below is an organizational chart of GSG's Proposed Project Team.



Below is an overview of GSG's Proposed Project Team. Resumes have been included in Appendix A.

Key Team Members	Role on the Engagement	Relevant Experience
David Jahosky Managing Director	Project Director	Over 25 years' experience managing complex projects, including numerous CDBG grant projects, for state and municipal governments. Led the Regulatory Compliance efforts, including grants management services to local governments, for a "Big 4" Accounting Firm prior to joining GSG in June 2017. David, prior to joining GSG, led a project team for an internal controls assessment (Green Book) for Charlotte County's receipt of federal funds for the Restore Act program.
James "Jay" Moseley Sr. Consultant	Project Manager Day-to-day contact for the County	Over 30 years' experience. Jay has led numerous Small Cities CDBG program projects during his tenure with GSG. Jay has participated in numerous State of Florida Department of Economic Opportunity grant-related programs. Jay has over 30 years' experience with infrastructure inspections.
Deanna Lloyd Project Manager	Project Team Member	Deanna is an experienced Grant Writer and Grant Administrator. She has over 20 years' experience in grant management services as well as experience as an Intergovernmental Liaison and serving as the Executive Director for a Not-for-Profit entity prior to joining GSG.
Xavier Rodriguez Database Specialist	Project Team Member	Xavier has over 10 years' experience serving numerous government clients in the State of Florida. Xavier is a Geographic Information Systems (GIS) Specialist. Xavier collaborates with the team to drive efficiencies through advanced data analysis, data management, and providing the team technical support.

Location and Accessibility

Our professionals are located in Gainesville, Key West, Longwood, and Tallahassee, Florida. Team members travel throughout Florida on a regular basis. The project team is fully accessible and committed to spending as much time as needed to ensure the success of the program.

During the duration of the program, the GSG Project Manager, Jay Moseley will perform the requested and required services outlined in this Proposal from our Tallahassee and Gainesville office locations. GSG's corporate headquarters is located at 1500 Mahan Drive, Suite 250, Tallahassee, Florida. Our Gainesville office is located at 1223 NW 16th Avenue, Gainesville, Florida 32601. The Gainesville office will serve as the primary location.

Representative Projects

Please see Appendix B for GSG's Favorable Client Reference Letters. GSG's work experience and success in the development, implementation, and administration of grant programs similar to those requested in the County's RFP are listed below.

FLORIDA SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM	
St. Lucie County, Florida	
Service Dates:	2008 to 2011
Program/Project Allocation:	\$750,000
Project Activities	Housing Rehabilitation
Services Provided	Application development; program administration and management; funding agency coordination; construction management; inspections and financial management
<p><i>"I've have had the privilege and opportunity to work with the staff of Government Services Group, Inc., formerly Meridian Community Services, since 2008...I can honestly say I can call them at any time and receive excellent customer service with or without their services under contract. I would recommend Government Services Group, Inc. as a consultant for tasks associated with Federal and State Housing and Disaster Grants."</i></p> <p>Diana Wesloski, Housing Manager January 8, 2016</p>	
Citrus County, Florida	
Service Dates:	August 2009 - 2013
Program/Project Allocation:	\$2 million
Project Activities:	Acquisition, rehabilitation and resale of single family homes and acquisition and rehabilitation under a rental strategy
Services Provided:	General program oversight and implementation; construction management; procurement of services and contractors; environmental review analyses, NSP technical assistance; grant reporting and financial management; program design and document preparation; compliance review and assessment
<p><i>"Citrus County Housing Services has had the pleasure of working with the Community Services Division of Government Services Group, Inc.Throughout the business relationship, we have had with Government Services Group, Inc. they have proven to be a top-notch firm that far exceeded our expectations of them. With their outstanding customer relations, attention to detail and timely project management and completion, this is a company we look forward to working within the future."</i></p> <p>Pat Wilkerson, Acting Housing Director January 6, 2016</p>	

FLORIDA SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Wakulla County, Florida

Service Dates:	March 2013 to February 2015 November 2015 to November 2017
Program/Project Allocation:	\$750,000
Project Activities:	Housing Rehabilitation
Services Provided:	Successfully rehabilitated four homes, and demolished and replaced eight homes in the unincorporated areas of Wakulla County. The project was completed within budget and time constraints.

"I have had the pleasure of working with Government Services Group, Inc. formerly known as Meridian Community Services Group, Inc. for over two years It is because of Government Services Group, Inc. that we can make the Housing Choice Voucher Program available again to those citizens in our community in need. Wakulla County has enjoyed working with Government Services Group, Inc. thus far and feels they will continue to provide invaluable service to the County and its citizens."

David Edwards, County Administrator
December 9, 2014

Alachua County, Florida

Service Dates:	November 2015 to January 2017
Program/Project Allocation:	\$750,000
Project Activities:	Housing Rehabilitation
Services Provided:	Successfully rehabilitate five homes, and demolished and replaced eight homes in the unincorporated areas of Alachua County. The project was completed within budget and time constraints.

"I have had the opportunity to work with the Staff at Government Services Group Inc., formerly known as Meridian Community Services Group, Inc. since 1997. This firm has a well-qualified and professional staff with an excellent working relationship with county staff and with the State of Florida Department of Economic Opportunity which serves as the pass-through agency for all of the federal funding that Alachua County receives from the U.S. Department of Housing and Urban Development."

Tom Webster, Housing Program Manager
October 20, 2014

Taylor County, Florida

Service Dates:	December 2010 – June 2012
Program/Project Allocation:	\$750,000
Project Activities:	Housing Rehabilitation
Services Provided:	Application development; program administration and management; funding agency coordination; construction management and inspections and financial management
Leveraged Resources:	SHIP funds

"Government Services Group, Inc. (formerly Meridian Community Services Group Inc.) has worked with us for seven years and has done an excellent job..... We recently executed a new contract with GSG and we look forward to our continued relationship with them. We know with their expertise and commitment to excellence we are in good hands."

Melody Cox, Grants Director
October 10, 2014

FLORIDA SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM	
Town of Brooker, Florida	
Service Dates:	July 2011 - June 2012
Program/Project Allocation:	\$600,000
Project Activities:	Neighborhood Revitalization
Services Provided:	Administration Services, Environmental Review Preparation, Infrastructure Installation Plan and Bid Review, Construction Completion Inspection, Davis Bacon Payroll Review, Employee Interviews, Close Out Preparation
<p>"GSG [Meridian] is very thorough and make Town's staff job easy.....very pleased with the level of service.....very professional."</p> <p>Gene Melvin, Mayor January 28, 2013</p>	

Environmental/Permitting Experience

Our staff has attended numerous training opportunities provided by HUD and has successfully prepared more than twenty environmental reviews for federal grant programs. While the environmental review process can be intimidating and extensive, we believe we can successfully navigate the obstacles and provide you with an environmental review record that is tailored to your needs and meets all state and federal requirements.

Over the past 22 years, our team has completed or prepared hundreds of environmental assessments for federally funded projects. These statutory worksheets are required by the Florida Department of Economic Development for the determination and documentation of environmental and other regulatory compliance matters.

GSG's project Director led a project team for an internal controls assessment (Green Book) for Charlotte County's receipt of federal funds for the Restore Act program. Additionally, he led projects with the U.S. Department of Energy, Florida Department of Economic Development, Florida Department of Health, Southwest Florida Water Management District and the Mississippi Department of Environmental Quality that produced studies pertaining to permitting, operational, or environmental quality issues. GSG's project Director has led numerous studies with Florida City and County governments related to environmental permitting or growth management issues. Below is a representative list of the clients.

Counties

- Alachua County, FL
- Leon County, FL
- Martin County, FL
- Miami-Dade County, FL
- Orange County, FL
- Palm Beach County, FL
- Pinellas County, FL

Cities

- Atlanta, GA
- Miami, FL
- New York, NY
- Orlando, FL
- Pensacola, FL
- Tallahassee, FL
- Tampa, FL

Regulatory Compliance Experience

Program Oversight

Based on our recent project experiences with other Federal grant program clients, GSG has illustrated the primary duties we perform as part of our grant writing and administration services. To provide the quality level of services that our firm is accustomed to providing and an adequate continuum of technical assistance, we assure the County that we will deploy a team of experts that are competent and committed to carrying out the statement of work. As a part of our general program oversight strategy, GSG will be diligent and effective in performing the following responsibilities:

- Provide grant writing services as applicable and desired to assist the county in providing the services necessary as identified in the MYIP.
- Communicating with the County's representatives, sub-recipients, and local governments as necessary and affiliated vendors as the County deems appropriate
- Collecting data to support reporting functions
- Providing expertise to the County to support reporting functions of the program requirements
- Ensuring the timely expenditure of program funding and the appropriate accounting of program funds
- Financial tracking for and reporting to the County relative to the project

GSG's Grants Administration Services



Coordinating the development of the Grant Workplan with County Staff and Engineering Staff as required



Completing the documentation necessary to finalize contract between the County and Treasury Dept.



Coordinating the implementation of Project Design, Permitting, and Bidding with County Staff and the Engineer Staff



Managing the construction process, coordination with the Staff, Engineer, and Contractor to ensure project completion as required



Reviewing payment requests for compliance with program requirements, and assisting in preparation of documentation to Treasury for County reimbursement



Submitting required close out documents as necessary from County to Treasury

- General project monitoring and administration activities to ensure compliance with regulations.
- Monitoring the construction process, conducting inspections, monitoring the bidding process, reviewing change orders and coordinating general construction efforts of Taylor County and its contractors.
- Conducting project management and compliance reviews.

Procurement

- GSG will ensure that all procurements conducted by the County will be consistent and compliant with 2 CFR 200 in addition to applicable statutory state and/or local procurement regulations. GSG has managed many local government programs that were required to comply with 2 CFR 200 procurement provisions.
- A checklist will be used to monitor the procurement process to verify the following components:
 - There is appropriate notice to the public regarding the services that are solicited to be procured.
 - The contractor is not on the Excluded Parties List.
 - The venue for publishing the request for services is appropriate.
 - There is no limiting language in the publication that restricts competition.
 - There is a transparent and unbiased scoring and evaluation process in place.
 - Bids are received and evaluated in accordance with local procurement procedures.
 - Ensure that single source procurements are conducted in accordance with the provisions of 2 CFR 200, if applicable.
 - Ensure that the appropriate clauses of 2 CFR 200 are included in the contract language after award (breach of contract, termination, and records retention).

Construction Management

Once the bids are accepted and the General Contractor is selected, construction activities may commence. GSG will play a critical role in assisting with the following construction process activities:

- Hosting a pre-construction conference with the General Contractor, representatives of the County and other involved parties to inform of program requirements such as Minority Business Enterprise (MBE) Section 3 and other statutory regulations.
- Ensuring that the General Contractor develops a construction management timetable, construction schedule and milestones and draw schedule before commencement of construction activities.
- GSG will conduct regular progress and draw inspections to determine appropriateness and compliance with the applicable program rules.
- As the General Contractor requests payment for services, GSG will ensure that work has been verified and the appropriate signoffs are made prior to recommending disbursement of any funds. Funds will be disbursed in accordance with the draw schedule supplied by the contractor prior to construction commencement.
- In the event of any "change orders," GSG will ensure that they are processed in accordance with program requirements.

Financial and Data Accountability

GSG understands that maintaining the integrity of data and financial systems will be critical to the success of the program. Each system should accurately reflect the most current programmatic and financial information of the activities undertaken under the program. We have, as a part of our team, the necessary expertise to assist the County with establishing the financial and data infrastructure that will provide the mechanism to produce reports for Treasury Department and management. We will make sure that the financial systems that are established will appropriately interface with the systems that have been memorialized at the County's level so that the processes and systems are not mutually exclusive. Although the programmatic data will be maintained separately, the financial data will be accumulated utilizing the same or comparable systems as to not duplicate efforts.

As checks and balances, GSG will conduct both desktop and on-site reviews of the County's financial management systems and evaluate the financial control mechanisms in place. Financial controls should be instituted to maintain the integrity of the financial accountability process. Having adequate systems and controls in place will ensure that disbursements are handled adequately and information necessary for program reporting is accessible and readily available.

- As GSG conducts financial monitoring the following components will be reviewed for compliance:
 - Review of financial records reflecting revenues and expenditures
 - Review of check registers, general ledgers and account statements
- Internal control review (identifying signature authority, institutional financial approval process and separation of duties)
- Documenting program income, if applicable
- Review of change orders and invoices in comparison with program budget
- Review of the timely payment of invoices
- Reconciliation of the general ledger to the final budget
- Reconciliation of the cash disbursements ledger to the budget expenditures
- Determining practicality of administrative costs

In the event the records cannot be reconciled, GSG will immediately notify representatives of the County of recommendations to remedy any financial findings.

Leveraging Experience

Our experience can help your community obtain valuable resources. Our approach can provide the highest quality administration services while maximizing grant and low-interest loan opportunities to meet a variety of community and economic development needs. In a climate where many financial resources are necessary to make projects viable, it is imperative that aggressive steps are taken to maximize existing resources and seek other resources to complement those efforts. GSG will explore options to secure additional funding as leverage through avenues available at the federal, state or local government levels.

Grant Close-Out

GSG will work closely with the County to assemble standard close-out packages to submit upon completion of projects. Close-out packages will include final certifications and funding drawdowns. Projects will not be deemed completely closed until appropriate documentation is received such as financial audits, beneficiary data, etc. GSG will compile and assemble all information and submit to the County and the Treasury Department for appropriate processing, archiving and retention.

Recommended Quality Assurance and Technical Procedures

We believe that the quality of our services separates us from our competitors. GSG has established rigorous standards against which performance is measured so that quality drives everything we do. We have a number of organizational, functional and technical processes to maintain the quality of our work and deliverables issued under the firm's name. In addition to our internal quality controls and technical processes, we recognize that the ultimate measure of this project's quality is to meet task requirements and to ensure that the County is satisfied. To that end, our quality assurance approach integrates quality throughout the project life cycle in tandem with our project management methodology. Performance metrics must be addressed early as part of task planning and be measurable as the task progresses. Our recommended quality assurance and technical procedures include the below approach.

Program Planning, Design, and Development

Prior to implementing any community development, a thorough operational and administrative process must be developed to ensure the fluidity of information and that all compliance factors are addressed that would produce the relevant performance outcomes as may be determined by the rules and regulations. Upon engagement, GSG would conduct the following as a pre-cursor to any program implementation:

- Meet with appropriate County representatives to determine directives
- Determine applicability of existing policies, rules and regulations and revise as necessary
- Review and/or re-creation of program forms
- Review any audit or monitoring reports to determine compliance

Restore Act and Related Grant Experience

GSG has extensive experience addressing complicated issues of service delivery alternatives, increasing performance measures, the development of compliance procedures that meet all local, state and federal standards and financial and funding solutions for grant programs. GSG Project Director is recognized as an expert in the costing of local government services and the development of appropriate performance indicators for grant programs. GSG has acquired a deep understanding of Grant Compliance and the impact appropriate procedure have on the amount of monies received, the effectiveness of the programs themselves and the elimination on non-compliance issues.

Restore Act Experience

Prior to joining GSG in July 2017, GSG's Project Director led a "Big-4 Accounting Firm" engagement for Charlotte County, Florida. The team performed a risk assessment for the RESTORE Act Grant and related services. The Risk Assessment was requested of the County by the U.S. Treasury resulting from receiving RESTORE Act funding. The deliverable was a study of the internal control over compliance requirements for Federal awards in accordance with 2 CFR Part 200, § 200.62. As stipulated in § 200.62, internal control over compliance requirements for Federal awards means a process implemented by a non-Federal entity designed to provide reasonable assurance regarding the achievement of the following objectives for Federal awards:

- Transactions are properly recorded and accounted for, in order to:
 - Permit the preparation of reliable financial statements and Federal reports;
 - Maintain accountability over assets; and
 - Demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the Federal award;
- Transactions are executed in compliance with:
 - Federal statutes, regulations, and the terms and conditions of the Federal award that could have a direct and material effect on a Federal program; and
 - Any other Federal statutes and regulations that are identified in the Compliance Supplement; and
- Funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

Other Relevant Grants Management Experience

GSG's Project Director has lead numerous engagement for state and local government agencies. He has assisted clients in identifying gaps in compliance and help clients with mitigation strategies to achieve program goals. To gain an understanding of the current state, these engagements typically;

- Reviewed documentation supporting existing processes, tools, and information systems.
- Performed a walkthrough of the process and review controls as applicable. Provided observations and process improvements to current processes/procedures.

In several engagements, the team compared the organizations' pre-payment verification processes to program requirements established by the cognizant agency. Reviewed documentation to identify potential gaps in existing processes compared to federal requirements and identified recommendations to enhance existing processes.

GSG's Project Director served as the Regional Engagement Director for over 40 performance audits of entities awarded grants from the U.S. Department of Energy (DOE) under the American Recovery and Reinvestment Act. The performance audits were performed in accordance with Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that the team plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for findings and conclusions based on our audit objectives. The scope of the audits included:

- **Financial Capability** - assessed financial conditions and capability to perform on government assistance awards, and ability to meet cost share requirements.
- **Indirect and Fringe Benefit Rates** - reviewed elements of proposed indirect or fringe benefit rates for allowability, allocability and reasonableness in accordance with 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments; 2 CFR 230, Cost Principles for Non-Profit Organizations, or Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles and Procedures.
- **Post-Award Accounting Systems** - determined whether accounting systems and practices were in substantial compliance with 10 CFR 600, Federal Financial Assistance Requirements, and Federal Acquisition Regulations related to accounting for, billing and reporting grant costs. Assessed the entities' ability to submit billings that were allowable, allocable and reasonable.
- **Project Cost Verification and Incurred Cost Audits** - determined the accuracy, allowability, allocability and reasonableness of reported total project costs. The audits were conducted in accordance with 2 CFR 225, 2 CFR 230, or FAR 31.

Taylor County Experience

In addition to the grants management expertise and services outlined by GSG, we also have specific working knowledge of the County. GSG has been assisting the County on its CDBG-SHIP Program since 2008. The County specific knowledge, along with our technical and industry knowledge positions provides additional value to the County. Since the GSG team is familiar with the County stakeholders, we will be able to make an immediate impact by shorting our project ramp up time, understanding the roles and responsibilities of the County personnel will reduce our learning curve, and we have demonstrated our ability to deliver on time and within the project budget.

Appendix A

RESUMES

DAVID G. JAHOSKY, MANAGING DIRECTOR
JAY F. "JAY" MOSELEY, SENIOR CONSULTANT
DEANNA LLOYD, PROJECT MANAGER
XAVIER RODRIGUEZ, SUPPORT SPECIALIST



DAVID G. JAHOSKY

Managing Director Government and Community Services

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Specialization

David specializes in critical funding and service delivery alternatives including government accounting and costing, cost optimization, performance measurement and policy development.

Professional Awards & Associations

- Association of Government Accountants
- Florida Government Finance Officers Association
- Project Management Institute

Professional Experience

- 20 years serving local and state governments.
- Invited speaker for Florida League of Cities, Court Clerks and Finance Officer Associations.
- KPMG National Instructor for Cost Optimization, Government Costing, and Project Management.
- Assessed various organizations management processes, including people, processes, and technology.
- Analyzed various state and local governments operating and capital costs, internal management practices, external reporting, and interagency billing practices. Analysis included peer comparison and explored opportunities to improve the efficiency of operations.



Background

Mr. Jahosky oversees both the Government and Community Services Division of Government Services Group. David brings highly specialized experience helping local governments become more efficient and focused with everything from staffing analysis to program and funding and accounting. From studies to identify costing optimization and revenue recovery to grant compliance and performance audits, David has helped local and state governments develop the processes and policies necessary for greater efficiency in both human and financial resources. As important, he's helped them develop performance measures to ensure that goals and projects are met. His experience supporting local governments uniquely qualifies him to facilitate community services including disaster recovery, neighborhood stabilization and revitalization and economic development. Frequently, these programs require extensive and specific auditing and compliance procedures—a highly specialized skill that Mr. Jahosky brings to Government Services Group and its clients.

Education

Mr. Jahosky has a Master's from the University of Florida in Public Administration and a Bachelor's Degree in Political Science.

Accomplishments

- Regional Engagement Director for over 40 performance audits of entities awarded grants from the U.S. Department of Energy (DOE) under the American Recovery and Reinvestment Act.
- David has supervised or prepared hundreds of city, county, special district, and state cost allocation plans in the United States.
- David recently served as the co-engagement partner for the engagement with the State of Georgia, Governor's Office of Workforce Development (GOWD). As part of this project, KPMG is assisting GOWD in the transition of the Workforce Investment Act (WIA) grant management responsibilities from the Georgia Department of Labor (GDOL) to GOWD.
- David previously served on a statewide project with the Florida Association of Court Clerks (FACC) to assess counties' compliance with Title IV-D (Child Support Enforcement). This project required onsite compliance assessments with all 67 county clerk offices throughout the State and coordination with the Florida Department of Revenue.
- David has led numerous management studies for state and local governments. These studies identified current service levels, development of key performance indicators, and opportunities to adjust service levels to increase effectiveness.



JAMES F. "JAY" MOSELEY

Project Manager

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Email JMoseley@govserv.com

Specialization

Jay focuses on managing community development projects inclusive of disaster recovery, housing, infrastructure and economic development through the CDBG program.

Certifications & Training

- HUD Moseley Certified Environmental Training
- Lead Based Paint Inspection and Risk Assessment
- Certified Hurricane and Wind Mitigation Inspection
- Certified Housing Rehabilitation Specialist
- Attended numerous training programs for State of Florida - Department of Economic Opportunity grant related programs for application and implementation
- Received special training in HUD Environmental Review Procedures and Requirements

Professional Experience

- Developed home purchase guidelines for first time homebuyers for the City of Gainesville/ Alachua County SHIP program
- Conducted first time home buyer training classes regarding home inspection for Neighborhood Housing Development Corporation

Background

James F. "Jay" Moseley is a Project Manager for the Community Services Division at Government Services Group, Inc. (GSG). Mr. Moseley has over 20 years of experience in disaster recovery, housing rehabilitation, neighborhood stabilization, economic development, project administration and managing. Mr. Moseley began his career as a consultant; involved in grant related projects, government project administration and managing multiple projects within relevant grant related guidelines. Mr. Moseley was also the project inspector for Universal Engineering Sciences, Inc. In that role, he was responsible for inspecting major projects such as schools, hotels, conference centers, hospitals, and bridges. He inspected and reported on all aspects of the construction process including foundations, soils, concrete, structural steel, and roof systems. Along with inspections, his responsibilities included facilitation between the owners, engineers and contractors. He is currently involved in many disaster related projects throughout Florida.

Accomplishments

- Manages Neighborhood Stabilization projects in Citrus and Alachua Counties.
- Manages Housing Rehabilitation projects in Alachua and Wakulla Counties
- Manages DREF project in St. Lucie County.
- Managed previous disaster projects after multiple hurricanes in 2004.
- Managed disaster recovery projects in Desoto County and Charlotte after Hurricane Charley.
- Provided construction management, inspection and Davis-Bacon Compliance monitoring in Lake Butler for the City's Commercial Revitalization CDBG project.
- Managed disaster recovery projects in Key West after Hurricane Wilma. Projects included single and multi-family projects.
- Managed multiple housing projects for Alachua County and Jefferson County, along with a disaster project in Jefferson County after Hurricane Fay.



DEANNA LLOYD

Project Manager

Government Services Group, Inc. 22968
Overseas Hwy
Cudjoe Key, Florida 33042

Phone 305-745-2062
Fax 305-745-2064
Email DLloyd@govserv.com

Specialization

Deanna Lloyd assists GSG clients with CDBG program administration and the implementation of various grant-funded projects.

Certifications

- Green Building Practices

Professional Experience

- Over 20 years' experience in grant administration
- Former Executive Director of non-profit organization Florida Keys Land and Sea Trust

Background

Deanna Lloyd is a Project Manager within the Community Services Division of Government Services Group, Inc. (GSG). Ms. Lloyd has more than 20 years of experience in grant administration. Her experience with local government includes working directly with the Building, Planning and Land Use Departments, plus serving as a County Grants Manager for over ten years. Her tenure as Grants Manager provided her with a detailed understanding of County operations. She has conducted funding research through project implementation until program close-out and has worked with housing, environmental and recreational programs throughout Monroe County. Ms. Lloyd's knowledge of non-profit administration and the challenges they face, as well as her wide range of administrative experience, brings another level of expertise to GSG clients.

Education

Ms. Lloyd has completed course work in Elementary Education and History at Ohio University and has completed successful course work in Business Management at Florida Keys Community College and St. Leo University.

Accomplishments

- Assists in the implementation of program administration requirements for housing rehabilitation, neighborhood revitalization and other various economic development projects in the Monroe County, Key West, City of Marathon and Village of Islamorada.
- Serves as the Key West office liaison for GSG clients in the Florida Keys. Facilitates all management and administrative needs such as drafting grant proposal correspondence, undertaking associated tasks upon grant award, maintaining program files, configures files for audit review and executes daily operation tasks.
- Communicates with homeowners and project-related individuals. Evaluates project-related information and documentation while maintaining program files.
- Prepares grant applications for the development of affordable housing.
- Served as the chief administrator of non-profit organization, led and supervised a staff of 8 employees.
- Developed partnerships to provide historical, cultural, environmental, and educational programs to Monroe County residents and visitors to the Florida Keys.



XAVIER RODRIGUEZ

Database Analyst

Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308

Fax 850-681-3717
Phone 850-224-7206
Cell 850-228-1629
Email XRodriguez@govserv.com

Specialization

Xavier Rodriguez is responsible for ensuring the accurate development and maintenance of project data.

Professional Experience

- Administered system program assessments for Florida Agency for Health Care Administration
- Specialized in planning and evaluation for the Florida Department of Health

Technical Skills

- Languages: C++, Java, JavaScript, PHP, SQL, Visual Basic, XHTML
- Networking: TCP/IP, DNS, DHCP, IIS, FTP, SFTP
- Software: Adobe Suite (Dreamweaver, Photoshop, Illustrator), Business Intelligence, ERSI ArcGIS, I2
- Analyst's Notebook, MS Visual Studio, MS SQL Server, MS Office Suite (Access, Excel, Project, Visio)
- Systems: Windows (98, 2000, Server 2003, XP, Vista, 7)

Background

Xavier Rodriguez is a Database Analyst in the Government Services Division at Government Services Group, Inc. (GSG). With over 10 years of experience in intelligence analysis, Mr. Rodriguez understands geographical information systems (GIS) and solves a wide range of practical problems through location analytics. As a database analyst, he is responsible for ensuring the accurate development and maintenance of project data for GSG clients. Mr. Rodriguez defines and manages database organization, standards, controls and procedures. Prior to GSG, Mr. Rodriguez provided complex computer-programming support for full-scale fraud and abuse investigations.

Education

Mr. Rodriguez has a Bachelor of Science (BS) degree in Information Technology from Florida State University.

Accomplishments

- Obtain real property data maintained by County Property Appraisers.
- Collaborate with project managers on the development of complex rule sets through data analysis.
- Design, develop and maintain web applications.
- Devise and create necessary visual maps and graphs, using GIS software, related applications and map datasets.
- Diagnose data needs and provide ongoing technical support for project requirements, and required outputs for client vendors.
- Assisted with audit of Medicaid claims recovering millions worth of Medicaid overpayment.
- Accelerated management reviews by acquiring, storing, organizing, and delivering information.
- Designed and streamlined complex work processes causing 80% more efficiency.

Appendix B

FAVORABLE CLIENT REFERENCES LETTERS FROM OTHER COMMUNITIES

When reviewing our favorable Client References and prior to 2014, Government Services Group, Inc. acquired Meridian Community Services Group, Inc.

**BOARD OF
COUNTY
COMMISSIONERS**



**COMMUNITY
SERVICES**

BETH RYDER
DIRECTOR

January 8, 2016

To whom it may concern:

I have had the privilege and opportunity to work with the staff of Government Services Group, Inc., formerly Meridian Community Services, since 2008. From 2008 to the date of this letter, the staff has provided consulting services for a variety of grants including NSP, CDBG/Disaster Funding, Small Cities, SHIP, and RCMP.

Each of these grants has their own challenges, regulations, citizen and political duties. Throughout these grant responsibilities it was comforting to know Government Services Group staff were there to assist and continue to provide assistance even if the grant has been closed. I can honestly say I can call them at any time and receive excellent customer service with or without their services under contract.

I would recommend Government Services Group, Inc. as a consultant for tasks associated with Federal and State Housing and Disaster Grants.

Sincerely,

Diana Wesloski
Housing Manager



Board of County Commissioners

Community Services

Housing Services

2804 W. Marc Knighton Court #12

Lecanto, FL 34461

(352) 527-7520 Fax (352) 527-7521

January 6, 2016

To Whom It May Concern:

Citrus County Housing Services has had the pleasure of working with the Community Services Division of Government Services Group, Inc. The firm has provided grant administration services for two federally funded projects, including the Neighborhood Stabilization Program (NSP), and Community Development Block Grant (CDBG) Housing Rehabilitation program. Although both programs are governed by stringent regulatory requirements, Government Services Group, Inc. has exhibited a standard of excellence that is beyond exceptional.

On both projects, we immediately took note of the courtesy, professionalism and keen sense of detail demonstrated by staff, both in the office and out in the field. All necessary documents were submitted in a timely manner each and every time, and were free of standard errors.

Throughout the business relationship we have had with Government Services Group, Inc. they have proven to be a top-notch firm that far exceeded our expectations of them. With their outstanding customer relations, attention to detail and timely project management and completion, this is a company that we look forward to working with in the future.

Feel free to contact me if you have any questions.

Regards,

Pat Wilkerson
Acting Housing Director

PNW:jp



December 9, 2014

Re: Reference for Government Services Group, Inc.

**BOARD OF
COUNTY COMMISSIONERS**

Ralph Thomas
Chairman, District 1

Randy Merritt
Vice-Chairman, District 2

Howard Kessler, M.D.
District 3

Jerry Moore
District 4

Richard Harden
District 5

J. David Edwards
County Administrator

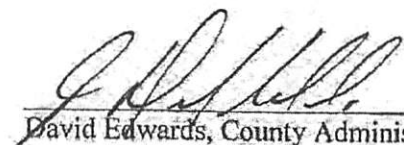
Heather J. Encinosa
County Attorney
(850) 224-4070

To whom it may concern:

I have had the pleasure of working with Government Services Group, Inc. formally known as Meridian Community Services Group, Inc. for over two years. They handle a variety of programs on behalf of Wakulla County such as Housing Choice Voucher (Section 8) program and also the State Housing Initiative Partnership (SHIP) program. Government Services Group, Inc. was chosen to administer the Counties housing programs because of their experience and knowledge with the Community Development Block Grant (CDBG) program regulations and their hands on experience with working with local governments. It is because of Government Services Group, Inc. that we are able to make the Housing Choice Voucher program available again to those citizens in our community in need.

Wakulla County has enjoyed working with Government Services Group, Inc. thus far and feels that they will continue to provide invaluable service to the County and to its citizens.

Sincerely,



David Edwards, County Administrator



ALACHUA COUNTY DEPARTMENT OF GROWTH MANAGEMENT

10 S.W. 2nd Avenue First Floor Gainesville, Florida 32601-6294

Tel: (352) 374-5249 Fax: (352) 338-3224

Home Page: www.alachuacounty.us

Steven Lachnicht, AICP
Director
Growth Management

Richard Wolf
Assistant Director
Growth Management

Ken Zeichner, AICP
Principal Planner
Comprehensive Planning

Tom Webster
Housing Program
Manager

Brenda Wheeler
Development Review
Manager

Jeffrey Hays
Transportation
Planning Manager

Benny Beckham
Zoning Administrator

October 20, 2014

To whom this may concern:

I have had the opportunity to work with the staff at Government Services Group Inc., formerly Meridian Community Services Group Inc. since 1997. At the time, I was the Citrus County Housing Director when this firm was hired to administer a CDBG flood buyout program. This firm was also hired by Citrus County to administer CDBG Housing Rehabilitation and other grants while I served in Citrus County.

The staff of this firm has implemented FFY 2005, 2008, and 2011 CDBG Housing Rehabilitation Programs in Alachua County and was recently hired to serve as consultant for the FFY 2013 CDBG Housing Rehabilitation Program. The staff has done an excellent job of reviewing and ranking the client applications, preparing work orders, conducting contractor bid walk-throughs, overseeing the work until completed and closing out the grant in a timely manner. Alachua County has also utilized the skills of this staff in the implementation of the Neighborhood Stabilization Program 1 and Neighborhood Stabilization Program 3 grants. These two grants involved complex state and federal regulations, a steep learning curve and a very limited time frame to execute the grant. As our grant consultant, the staff evaluated numerous foreclosed homes for potential acquisition, coordinated obtaining surveys, appraisals, lead based paint inspections, environmental reviews, SHPO reviews, and made recommendations regarding acquisition. The grant consultant generated work orders, led contractor walk-throughs for bidding, attended the bid openings, provided bid recommendations, generated rehabilitation contracts, and ensured the work was done properly and on a timely basis.

This firm has a well-qualified and professional staff with an excellent working relationship with county staff and with the State of Florida Department of Economic Opportunity which serves as the pass through agency for all of the federal funding that Alachua County receives from the U.S. Department of Housing and Urban Development.

Please contact me if you have any questions or need additional information.

Sincerely,

Tom Webster,
Housing Programs Manager



Appendix C

FORMS

CERTIFICATE OF LIABILITY INSURANCE

DRUG FREE WORKPLACE CERTIFICATION FORM

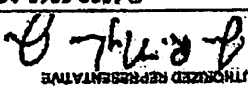
SWORN STATEMENT CONCERNING PUBLIC ENTITY CRIMES

TAYLOR COUNTY - ADDENDUM #1

The ACORD name and logo are registered marks of ACORD

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ACORD 25 (2016/03)

AUTHORIZED REPRESENTATIVE 	Taylor County, Florida 108 N Jefferson Street Perry, FL 32347
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	

CANCELLATION

CERTIFICATE HOLDER

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Taylor County, a Political Subdivision of the State of Florida and its Agents, Employees, and Volunteers shall be named as "Additional insured" on all policies except Workers Compensation.
--

A. COMMERCIAL GENERAL LIABILITY		B. AUTOMOBILE LIABILITY		C. UMBRELLA / EXCESS LIABILITY		D. WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY		E. PROFESSIONAL LIABILITY	
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POLICY NUMBER: 6807621H602 POLICY EFFECT DATE: 11/01/2017 POLICY EXPIRATION DATE: 11/01/2018	POLICY NUMBER: 6807621H602 POLICY EFFECT DATE: 11/01/2017 POLICY EXPIRATION DATE: 11/01/2018	POLICY NUMBER: 6807621H602 POLICY EFFECT DATE: 11/01/2017 POLICY EXPIRATION DATE: 11/01/2018	POLICY NUMBER: 6807621H602 POLICY EFFECT DATE: 11/01/2017 POLICY EXPIRATION DATE: 11/01/2018	POLICY NUMBER: 6807621H602 POLICY EFFECT DATE: 11/01/2017 POLICY EXPIRATION DATE: 11/01/2018	POLICY NUMBER: 6807621H602 POLICY EFFECT DATE: 11/01/2017 POLICY EXPIRATION DATE: 11/01/2018	POLICY NUMBER: 6807621H602 POLICY EFFECT DATE: 11/01/2017 POLICY EXPIRATION DATE: 11/01/2018	POLICY NUMBER: 6807621H602 POLICY EFFECT DATE: 11/01/2017 POLICY EXPIRATION DATE: 11/01/2018	POLICY NUMBER: 6807621H602 POLICY EFFECT DATE: 11/01/2017 POLICY EXPIRATION DATE: 11/01/2018	POLICY NUMBER: 6807621H602 POLICY EFFECT DATE: 11/01/2017 POLICY EXPIRATION DATE: 11/01/2018

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.

COVERAGES		CERTIFICATE NUMBER		REVISION NUMBER	
INSURER: The Phoenix Insurance Company INSURER: Auto Owners Insurance Company INSURER: The Travelers Indemnity Company INSURER: Zenith Insurance Company INSURER: Landmark American Insurance Company INSURER: 33138	INSURER: The Phoenix Insurance Company INSURER: Auto Owners Insurance Company INSURER: The Travelers Indemnity Company INSURER: Zenith Insurance Company INSURER: Landmark American Insurance Company INSURER: 33138	INSURER: The Phoenix Insurance Company INSURER: Auto Owners Insurance Company INSURER: The Travelers Indemnity Company INSURER: Zenith Insurance Company INSURER: Landmark American Insurance Company INSURER: 33138	INSURER: The Phoenix Insurance Company INSURER: Auto Owners Insurance Company INSURER: The Travelers Indemnity Company INSURER: Zenith Insurance Company INSURER: Landmark American Insurance Company INSURER: 33138	INSURER: The Phoenix Insurance Company INSURER: Auto Owners Insurance Company INSURER: The Travelers Indemnity Company INSURER: Zenith Insurance Company INSURER: Landmark American Insurance Company INSURER: 33138	INSURER: The Phoenix Insurance Company INSURER: Auto Owners Insurance Company INSURER: The Travelers Indemnity Company INSURER: Zenith Insurance Company INSURER: Landmark American Insurance Company INSURER: 33138

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 constitute an endorsement to the certificate holder in lieu of such endorsement(s).

PRODUCER: East Basin Agency, Inc. Post Office Box 12038 Tallahassee, FL 32317	INSURER: Government Services Group Inc. Kelly Lindsey 1600 Mahan Dr., #250 Tallahassee, FL 32308
--	--

CERTIFICATE OF LIABILITY INSURANCE

GOVSEIR-01

JUL15

 DATE: 03/22/2018
 DATE: 03/22/2018

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS -- In accordance with Florida Statute Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that under a bid a copy of the statement specified in subsection 1 above.
4. In the statement specified in subsection 1, notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available to whom is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this entire section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.


Authorized Signature and Title

3/21/2018
Date

David G. Jahosky, Managing Director
Printed Name and Title

**SWORN STATEMENT CONCERNING
PUBLIC ENTITY CRIMES**

Taylor County, Florida has elected to follow section 287.133, Florida Statutes, concerning Public Entity Crimes. Accordingly, this form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

1. This sworn statement is submitted to Taylor County, Florida by David G. Jahosky, Managing Director for Government Services Group, Inc., whose business address is 1500 Mahan Drive, Suite 250, Tallahassee, Florida 32308 and its Federal Employer Identification Number (FEIN) is 59-3419105.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect 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, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The terms "affiliate" includes those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts 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. You must indicate which statement applies.

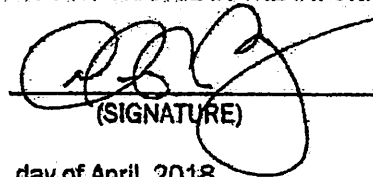
- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

6. I understand that "Judgment" as defined in paragraph 55.01, Florida State Statutes, means any sum of money that was awarded by judgment against any person(s) or entity under the control of any natural person who is active in the management of the entity.

Has your entity or person(s) in management had judgment entered against it?

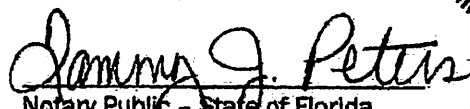
- ☒ No
☐ Yes (If yes, provide a copy of the judgment)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(SIGNATURE)

Sworn to and subscribed before me this 11 day of April, 2018.

Personally known ✓
Or produced identification


Notary Public - State of Florida
My Commission Expires: August 31, 2021



MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
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

TED LAKEY, 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 187
Perry, Florida 32348
(850) 584-8113 Phone
(850) 584-2433 Fax

REQUEST FOR QUALIFICATIONS FOR RESTORE ACT GRANT WRITING CONSULTANT AND PROGRAM ADMINISTRATION SERVICES

ADDENDUM #1

The following item is removed from the RFQ requirements:

E. Insurance

1. Professional Liability Insurance: Policy in the amount of \$1,000,000 per claim for consultant services.

ALL OTHER INSURANCE REQUIREMENTS AND LIMITS WILL REMAIN THE SAME.

The following item is amended on the RFQ:

F. Submittal Requirements

- (7) **Proof of Insurance**: Provide evidence of professional liability insurance for the primary firm, Worker's Compensation, Worker's Compensation, Commercial General Liability, and Commercial Automobile Liability Insurance as outlined in Section 3 Item D.

Amend To:

- (7) **Proof of Insurance**: Provide evidence of Worker's Compensation, Commercial General Liability, and Commercial Automobile Liability Insurance for the primary firm as outlined in Section 3 Item E.

17

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to discuss and approve awarding a contract to Langton Consulting for Grant Writing And Program Administration Services for RESTORE Act and other applicable grants associated with the completion of canal dredging projects per recommendation of the RQF Review Committee.

MEETING DATE REQUESTED: May 7, 2018

Statement of Issue: The Board received Request For Qualifications (RFQ's) at the April 17, 2018 meeting from Langton Consulting and Government Services Group to assist the County with grant writing services and the administration of RESTORE Act funding. The Review Committee is recommending Langton Consulting to provide the services outlined in the RFQ.

Recommended Action: The Bid Committee recommends selecting Langton Consulting to provide grant writing and administrative services for RESTORE Act funding.

Fiscal Impact: The professional services would be funded 100% with RESTORE Act funds.

Budgeted Expense: Y/N Not Applicable- see above item.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County received RFQ's at the April 17, 2018 meeting from Langton Consulting and Government Services Group (GSG). The Review Committee was Ted Lakey, LaWanda Pemberton, and Melody Cox. Langton had an average score of 79.67 and GSG had an average score of 58.67.

The County submitted the required MYIP to the U. S. Department of Treasury and it has been approved to move forward with writing the grant for Phase 1 of the canal dredging as previously approved by the Board. If approved by the Board, Langton Consulting will assist the

**County with the grant writing process and the
administration thereof.**

**Attachments: Committee Scoring Sheets and Current Allocation Available from the
Department of Treasury**

Taylor County
RFQ-Restore Act Grant Writing Consultant
and Program Administration Services

Proposer A: Government Services Group (GSG)

Proposer B: Langton Consulting

<u>Criteria</u>	<u>Proposer A</u>	<u>Proposer B</u>
Transmittal Letter (5 Points)	3	5
Company Overview (15 Points)	10	15
Project Manager and Project Team (15 Points)	7	14
Representative Projects (20 Points)	5	15
Environmental/Permitting Experience (10 Points)	7	3
Regulatory Compliance Experience (10 Points)	10	10
Restore Act and Related Grant Experience (5 Points)	0	5
Drug Free Work Place Certification (5 Points)	5	5
Proof of Required Insurance (5 Points)	5	5
Summary (10 Points)	1	10
Total Score (100 Possible)	46	67

Ranking: #1 LANGTON CONSULTING
#2 GOVERNMENT SERVICES GROUP (GSG)

Reviewer: TED LAKEY

Signature Ted Lakey Date 4/18/18

Taylor County
RFQ-Restore Act Grant Writing Consultant
and Program Administration Services

Proposer A: Government Services Group (GSG)

Proposer B: Langton Consulting

	GSG	Langton
Criteria	Proposer A	Proposer B
Transmittal Letter (5 Points)	4	5
Company Overview (15 Points)	10	15
Project Manager and Project Team (15 Points)	8	15
Representative Projects (20 Points)	8	15
Environmental/Permitting Experience (10 Points)	10	4
Regulatory Compliance Experience (10 Points)	10	10
Restore Act and Related Grant Experience (5 Points)	3	not submitted
Drug Free Work Place Certification (5 Points)	5	5
Proof of Required Insurance (5 Points)	5	5
Summary (10 Points)	10 resumes	10
Total Score (100 Possible)	73	84

Ranking: #1 Langton Consulting
 #2 Government Services Group

Reviewer: Lallanda Pemberton

Signature Lallanda Pemberton Date 4/20/18

Taylor County
RFQ-Restore Act Grant Writing Consultant
and Program Administration Services

Proposer A: Government Services Group (GSG) -1

Proposer B: Langton Consulting

Criteria	Proposer A	Proposer B
Transmittal Letter (5 Points)	1	5
Company Overview (15 Points)	7	15
Project Manager and Project Team (15 Points)	7	15
Representative Projects (20 Points)	10	20
Environmental/Permitting Experience (10 Points)	10	3
Regulatory Compliance Experience (10 Points)	5	10
Restore Act and Related Grant Experience (5 Points)	2	8 <i>Two included</i>
Drug Free Work Place Certification (5 Points)	5	5
Proof of Required Insurance (5 Points)	5	5
Summary (10 Points)	5 <i>Responses not included</i>	10
Total Score (100 Possible)	57	88

Ranking: #1 Langton Consulting
 #2 Government Services Group

Reviewer: Melody Cox

Signature Melody Cox Date 4-17-2018

GSG had a well put together proposal however, I did not feel they had any cited Restore ACT experience or much experience with working directly with the Dept. of Treasury.

GULF COAST RESTORATION TRUST FUND
Trust Fund Allocations as of April 09, 2018¹
(Includes Transocean and Anadarko Penalty and Interest Payment Deposits and April 2018 BP Penalty Deposit)²

RESTORE Act Components ³	Gross Allocations Available ²	Obligations and Transfers ⁶	Net Allocations Available ⁴
Direct Component	\$ 486,150,200.01	\$ 90,650,575.81	\$ 395,499,624.20
Comprehensive Plan Component ⁵	421,365,858.58	\$ 178,108,261.00	\$ 243,257,597.58
Spill Impact Component	416,700,171.43	\$ 77,200,000.00	\$ 339,500,171.43
NOAA Science Program ⁵	37,057,857.85	\$ 18,246,114.00	\$ 18,811,743.85
Centers of Excellence Research Grants Program ⁵	37,057,857.90	\$ 19,176,426.00	\$ 17,881,431.90
Total	\$ 1,398,331,945.77	\$ 383,381,376.81	\$ 1,014,950,568.96

¹ BP made its first annual payment in April 2017 and is expected to continue to make annual payments through mid-2031 pursuant to a consent decree entered on April 4, 2016 under the Federal Water Pollution Control Act, of which 80% of the total will be deposited into the Gulf Coast Restoration Trust Fund and invested. The estimated deposits total \$4.4 billion plus penalty interest scheduled for payment in 2032. The estimated BP deposits are not included in these tables.

² These totals include all Transocean and Anadarko civil penalty and penalty interest payments and the second of 15 BP annual civil penalty payments pursuant to judgments and consent decrees issued by the United States District Court for the Eastern District of Louisiana under the Clean Water Act. The BP annual payment is adjusted for Fiscal Year 2018 sequestration, pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended.

³ The Department of the Treasury Office of Gulf Coast Restoration (Treasury) administers the RESTORE Act's Direct Component and Centers of Excellence Research Grants Program; the Gulf Coast Ecosystem Restoration Council (Council), a new independent federal entity created under the RESTORE Act, administers the Comprehensive Plan and Spill Impact Components; and the Department of Commerce National Oceanic and Atmospheric Administration (NOAA) administers the NOAA RESTORE Act Science Program.

⁴ The Net Allocations Available are the net amounts remaining after obligations issued by Treasury under the Direct Component and Centers of Excellence Research Grants program and obligations by or transfers to the Council and NOAA out of their Trust Fund allocations based on their requests.

⁵ These totals do not include the Fiscal Year 2018 earned interest on the trust fund. The RESTORE Act requires that Treasury allocate the prior fiscal year's earned interest to the Comprehensive Plan (50%), NOAA's Science Program (25%), and Centers of Excellence Research Grants Program (25%). Under the Final Rule, Treasury shall allocate the funds within 10 days after the federal fiscal year end.

⁶ These totals may include reductions to reflect actual grant expenditures or budget revisions resulting in a deobligation of funds.

Direct Component Allocations as of April 09, 2018¹
(Includes Transocean and Anadarko Penalty and Interest Payment Deposits and April 2018 BP Deposit)²

State/Entity	Gross Allocations Available ²	Obligations ⁶	Net Allocations Available ⁴
Alabama	\$ 97,230,040.00	\$ 174,159.00	\$ 97,055,881.00
Florida Counties ⁶	\$ 97,230,040.00	\$ 10,599,565.49	\$ 86,630,474.51
Louisiana (70%)	\$ 68,061,027.99	\$ 25,602,755.88	\$ 42,458,272.11
Louisiana Parishes (30%) ⁶	\$ 29,169,012.02	\$ 3,302,345.47	\$ 25,866,666.55
Mississippi	\$ 97,230,040.00	\$ 50,654,264.97	\$ 46,575,775.03
Texas	\$ 97,230,040.00	\$ 317,485.00	\$ 96,912,555.00
Total	\$ 486,150,200.01	\$ 90,650,575.81	\$ 395,499,624.20

⁶ See supplemental pages for Direct Component allocations available to the Gulf Coast Region Florida Counties and Louisiana Parishes.

Centers of Excellence Research Grants Program Allocations as of April 09, 2018¹
(Includes Transocean and Anadarko Penalty and Interest Payment Deposits and April 2018 BP Penalty Deposit)²

State/Entity	Gross Allocations Available ²	Obligations ⁶	Net Allocations Available ⁴
Alabama ⁵	\$ 7,411,571.58	\$ -	\$ 7,411,571.58
Florida ⁵	\$ 7,411,571.58	\$ 4,707,093.00	\$ 2,704,478.58
Louisiana ⁵	\$ 7,411,571.58	\$ 4,202,509.00	\$ 3,209,062.58
Mississippi ⁵	\$ 7,411,571.58	\$ 4,036,236.00	\$ 3,375,335.58
Texas ⁵	\$ 7,411,571.58	\$ 6,230,588.00	\$ 1,180,983.58
Total	\$ 37,057,857.90	\$ 19,176,426.00	\$ 17,881,431.90

GULF COAST RESTORATION TRUST FUND

Treasury-Administered Direct Component

Florida Trust Fund Allocations as of April 09, 2018 ¹

(Includes Transocean and Anadarko Penalty and Interest Payment Deposits and April 2018 BP Penalty Deposit) ²

Florida County	Allocation of Florida's Direct Component Share	Gross Allocations Available ²	Obligations ⁴	Net Allocations Available ³
Disproportionately Affected	75%			
Bay	15.101453084%	\$ 11,012,361.62	\$ 1,262,657.34	\$ 9,749,704.28
Escambia	25.334760043%	\$ 18,474,748.00	\$ 4,395,423.91	\$ 14,079,324.09
Franklin	8.441253238%	\$ 6,155,575.41	\$ 453,555.46	\$ 5,702,019.95
Gulf	6.743202296%	\$ 4,917,313.72	\$ 499,221.84	\$ 4,418,091.88
Okaloosa	15.226456754%	\$ 11,103,517.52	\$ -	\$ 11,103,517.52
Santa Rosa	10.497314919%	\$ 7,654,907.62	\$ 380,950.08	\$ 7,273,957.62
Wakulla	4.943148294%	\$ 3,604,668.81	\$ 398,036.88	\$ 3,206,631.93
Walton	13.712411372%	\$ 9,999,437.29	\$ -	\$ 9,999,437.29
Subtotal	100.000000000%	\$ 72,922,529.99	\$ 7,389,845.43	\$ 65,532,684.56
Not disproportionately impacted	25%			
Charlotte	5.162%	\$ 1,254,753.66	\$ 455,932.28	\$ 798,821.38
Citrus	4.692%	\$ 1,140,508.37	\$ -	\$ 1,140,508.37
Collier	7.019%	\$ 1,706,144.12	\$ -	\$ 1,706,144.12
Dixie	3.484%	\$ 846,873.67	\$ -	\$ 846,873.67
Hernando	4.982%	\$ 1,211,000.14	\$ 175,000.00	\$ 1,036,000.14
Hillsborough	13.339%	\$ 3,242,378.76	\$ -	\$ 3,242,378.76
Jefferson	3.834%	\$ 931,949.94	\$ -	\$ 931,949.94
Lee	8.776%	\$ 2,133,227.08	\$ -	\$ 2,133,227.08
Levy	3.894%	\$ 946,534.44	\$ 54,443.98	\$ 892,090.46
Manatee	6.809%	\$ 1,655,098.35	\$ -	\$ 1,655,098.35
Monroe	8.297%	\$ 2,016,794.11	\$ -	\$ 2,016,794.11
Pasco	7.079%	\$ 1,720,728.64	\$ 976,026.80	\$ 744,701.84
Pinellas	11.002%	\$ 2,674,312.25	\$ 1,548,317.00	\$ 1,125,995.25
Sarasota	7.248%	\$ 1,761,808.32	\$ -	\$ 1,761,808.32
Taylor	4.383%	\$ 1,065,398.16	\$ -	\$ 1,065,398.16
Subtotal	100.000%	\$ 24,307,510.01	\$ 3,209,720.06	\$ 21,097,789.95
Total		\$ 97,230,040.00	\$ 10,599,565.49	\$ 86,630,474.51

¹ BP made its first annual payment in April 2017 and is expected to continue to make annual payments through mid-2031 pursuant to a consent decree entered on April 4, 2016 under the Federal Water Pollution Control Act, of which 80% of the total will be deposited into the Gulf Coast Restoration Trust Fund and invested. The estimated deposits total \$4.4 billion plus penalty interest scheduled for payment in 2032. The estimated BP deposits are not included in these tables.

² These totals include all Transocean and Anadarko civil penalty and penalty interest payments and the second of 15 BP annual payments pursuant to judgments and consent decrees issued by the United States District Court for the Eastern District of Louisiana under the Clean Water Act. The BP annual payment is adjusted for Fiscal Year 2018 sequestration, pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended.

³ The Net Allocations Available are the net amounts remaining after obligations issued by Treasury under the Direct Component.

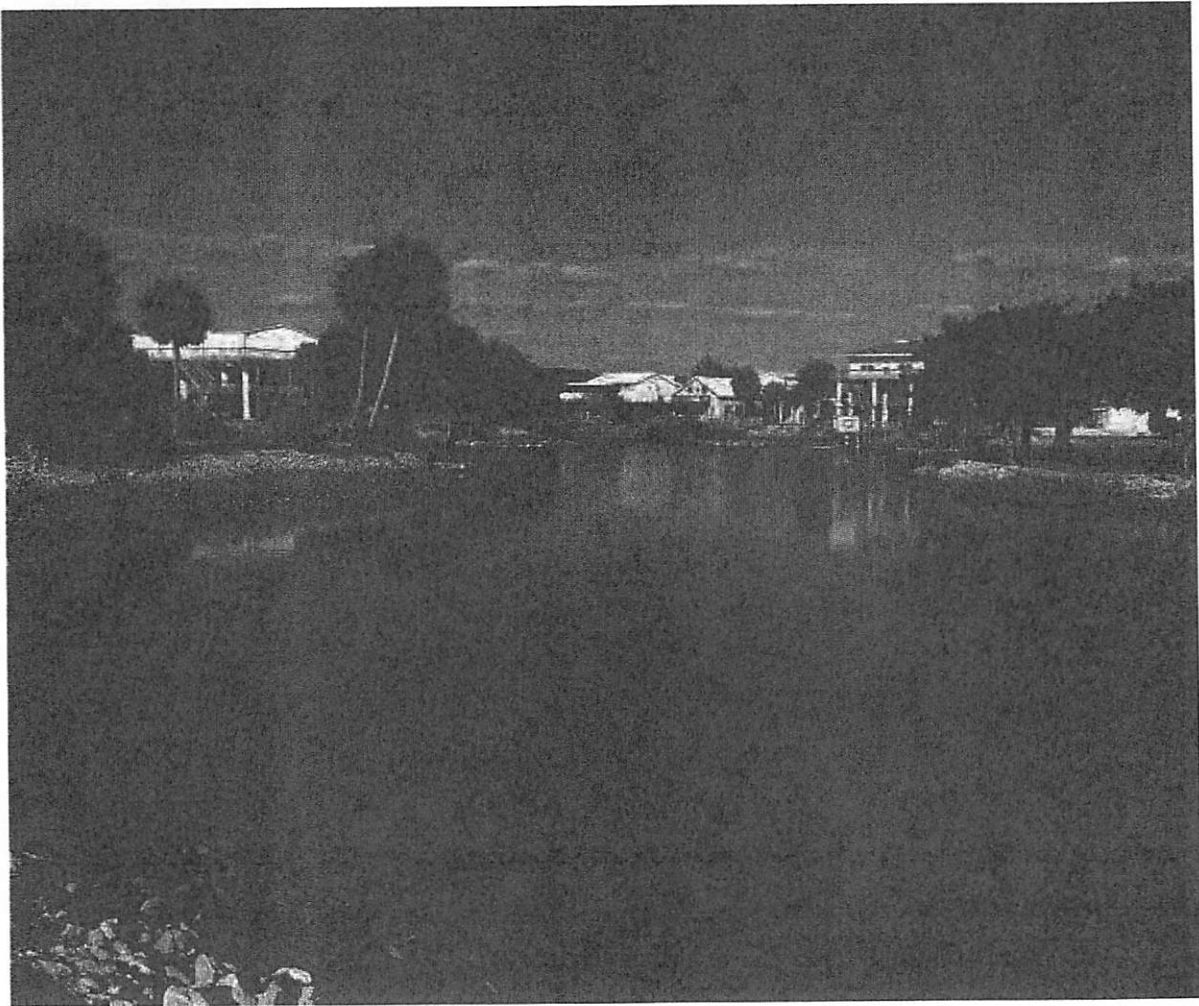
⁴ These totals may include reductions to reflect actual grant expenditures or budget revisions resulting in a deobligation of funds.

GULF COAST RESTORATION TRUST FUND

Treasury-Administered Direct Component				
Louisiana Trust Fund Allocations as of April 09, 2018 ¹				
(Includes Transocean and Anadarko Penalty and Interest Payment Deposits and April 2018 BP Penalty Deposit) ²				
Louisiana Entity	Allocation of Louisiana's Direct Component Share	Gross Allocations Available ²	Obligations ⁴	Net Allocations Available ³
State of Louisiana	70%	\$ 68,061,027.99	\$ 25,602,755.88	\$ 42,458,272.11
Louisiana Parish	30%			
Ascension	2.42612%	\$ 707,674.51	\$ -	\$ 707,674.51
Assumption	0.93028%	\$ 271,353.29	\$ -	\$ 271,353.29
Calcasieu	5.07063%	\$ 1,479,052.70	\$ -	\$ 1,479,052.70
Cameron	2.10096%	\$ 612,829.21	\$ -	\$ 612,829.21
Iberia	2.55018%	\$ 743,862.13	\$ -	\$ 743,862.13
Jefferson	11.95309%	\$ 3,486,597.43	\$ -	\$ 3,486,597.43
Lafourche	7.86746%	\$ 2,294,860.69	\$ 514,630.00	\$ 1,780,230.69
Livingston	3.32725%	\$ 970,525.31	\$ -	\$ 970,525.31
Orleans	7.12875%	\$ 2,079,386.85	\$ -	\$ 2,079,386.85
Plaquemines	17.99998%	\$ 5,250,416.28	\$ 772,400.00	\$ 4,478,016.28
St. Bernard	9.66743%	\$ 2,819,892.94	\$ 1,055,744.47	\$ 1,764,148.47
St. Charles	1.35717%	\$ 395,873.12	\$ -	\$ 395,873.12
St. James	0.75600%	\$ 220,517.94	\$ -	\$ 220,517.94
St. John the Baptist	1.11915%	\$ 326,445.83	\$ -	\$ 326,445.83
St. Martin	2.06890%	\$ 603,477.14	\$ -	\$ 603,477.14
St. Mary	1.80223%	\$ 525,693.66	\$ -	\$ 525,693.66
St. Tammany	5.53058%	\$ 1,613,216.15	\$ -	\$ 1,613,216.15
Tangipahoa	3.40337%	\$ 992,728.85	\$ 674,571.00	\$ 318,157.85
Terrebonne	9.91281%	\$ 2,891,469.34	\$ -	\$ 2,891,469.34
Vermilion	3.02766%	\$ 883,138.65	\$ 285,000.00	\$ 598,138.65
Subtotal	100.00000%	\$ 29,169,012.02	\$ 3,302,345.47	\$ 25,866,666.55
Total		\$ 97,230,040.01	\$ 28,905,101.35	\$ 68,324,938.66
¹ BP made its first annual payment in April 2017 and is expected to continue to make annual payments through mid-2031 pursuant to a consent decree entered on April 4, 2016 under the Federal Water Pollution Control Act, of which 80% of the total will be deposited into the Gulf Coast Restoration Trust Fund and invested. The estimated deposits total \$4.4 billion plus penalty interest scheduled for payment in 2032. The estimated BP deposits are not included in these tables.				
² These totals include all Transocean and Anadarko civil penalty and penalty interest payments and the second of 15 BP annual payments pursuant to judgments and consent decrees issued by the United States District Court for the Eastern District of Louisiana under the Clean Water Act. The BP annual payment is adjusted for Fiscal Year 2018 sequestration, pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended.				
³ The Net Allocations Available are the net amounts remaining after obligations issued by Treasury under the Direct Component.				
⁴ These totals may include reductions to reflect actual grant expenditures or budget revisions resulting in a deobligation of funds.				

Upload #4

Applicant: Taylor County Board of Commissioners
Application Number: RDC2020000232
Project Title: Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp
Status: Work in Progress
Document Title: PER report



CANAL DREDGING IN TAYLOR COUNTY PRELIMINARY ENGINEERING REPORT

Taylor County Board of County Commissioners | September 2016

**CANAL DREDGING IN TAYLOR COUNTY
PRELIMINARY ENGINEERING REPORT**

Prepared for

Board of County Commissioners

Taylor County, Florida

Prepared by

Jones Edmunds & Associates, Inc.

730 NE Waldo Road

Gainesville, Florida 32641

Certificate of Authorization #1841

Jones Edmunds Project No. 20445-017-01

September 2016

Walter A. Nickel, PE

Florida PE No. 68638

TABLE OF CONTENTS

1	INTRODUCTION.....	1-1
1.1	Purpose	1-1
1.2	Background	1-8
1.3	Existing Conditions.....	1-8
2	ENGINEERING REPORT	2-1
2.1	Spoil Quantity Estimate.....	2-1
2.2	Staging and Dewatering Site.....	2-2
2.3	Disposal Site Evaluations.....	2-3
2.4	Permitting Requirements.....	2-7
2.5	Preliminary Probable Estimated Costs	2-8
3	CONCLUSIONS.....	3-1

LIST OF FIGURES

Figure 1-1	Project Locations.....	1-2
Figure 1-2	Dekle Beach Canals.....	1-3
Figure 1-3	Keaton Beach Canals	1-4
Figure 1-4	Cedar Island Canals.....	1-5
Figure 1-5	Dark Island Canals.....	1-6
Figure 1-6	Steinhatchee Boat Ramp Area	1-7
Figure 2-1	Trapezoidal Canal Typical Section	2-2
Figure 2-2	V-Bottom Canal Typical Section	2-2
Figure 2-3	Potential Disposal Sites North	2-5
Figure 2-4	Potential Disposal Sites South.....	2-6

LIST OF TABLES

Table 2-1	Estimated Dredge Volume	2-2
Table 2-2	Potential Spoil Sites Identified in 2002 PER	2-3
Table 2-3	Additional Potential Spoil Disposal Sites	2-4
Table 2-4	Conceptual Cost Estimate Summary	2-9

APPENDICES

Appendix A	Survey Report
Appendix B	Dredging Plan and Typical Sections Figures
Appendix C	Cost Estimate by Project Site

ACRONYMS AND ABBREVIATIONS

CF	Cubic Foot
CY	Cubic Yard
ERP	Environmental Resource Permit
FAC	Florida Administrative Code
FDEP	Florida Department of Environmental Protection
FS	Florida Statute
LF	Linear FootNAVD 88 North American Vertical Datum of 1988
MLW	Mean Low Water
PER	Preliminary Engineering Report
RESTORE	Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies
SPGP	State Programmatic General Permit
SRWMD	Suwannee River Water Management District
TIITF	Trustees of the Internal Improvement Trust Fund
TIN	Triangulated Irregular Network
USACE	US Army Corp of Engineers

1 INTRODUCTION

1.1 PURPOSE

The purpose of this PER is to analyze the requirements and costs for canal dredging in five locations in Taylor County, Florida, shown in Figure 1-1. These five locations are as follows:

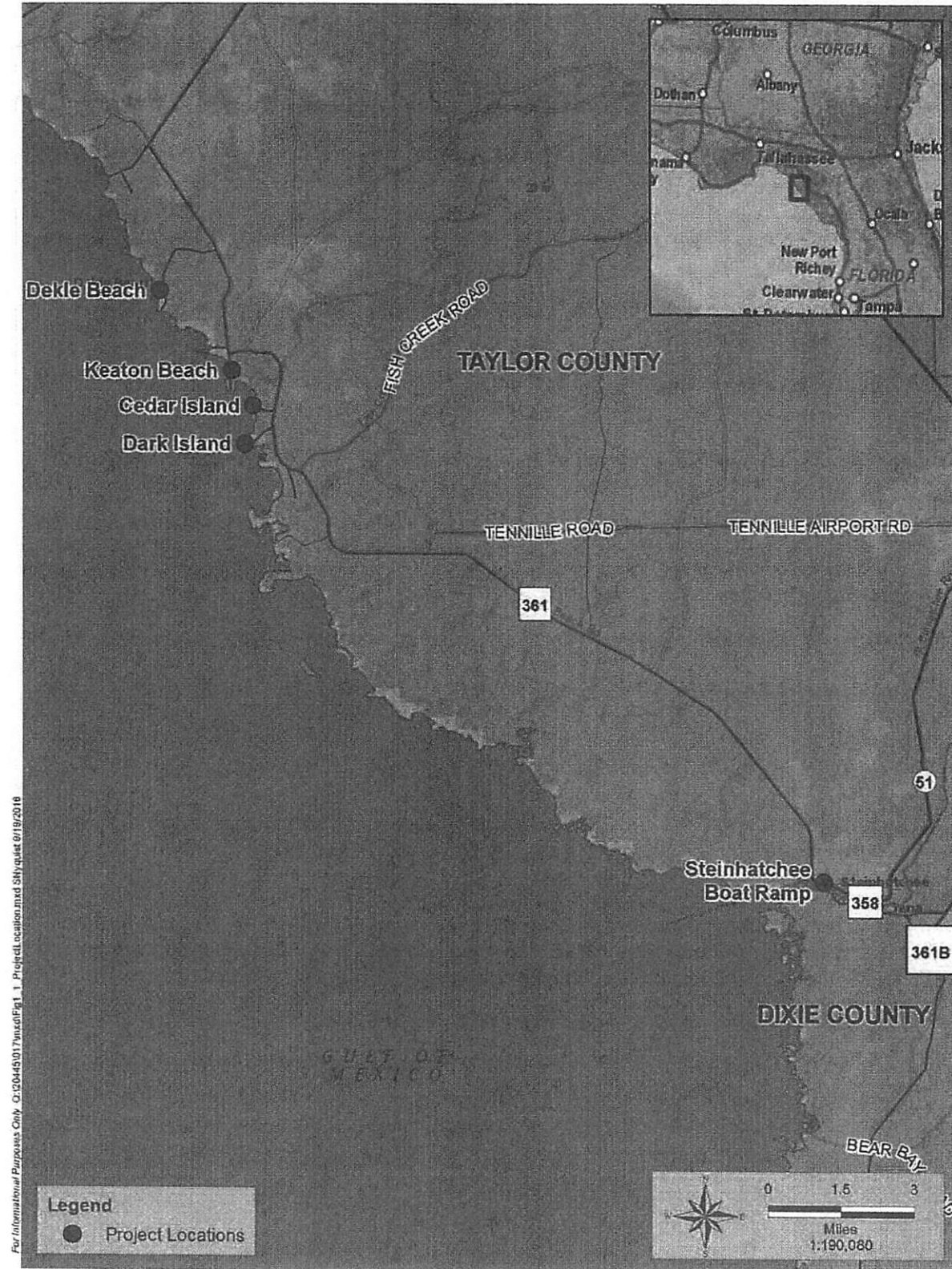
- Dekle Beach canals (Figure 1-2).
- Keaton Beach canals (Figure 1-3).
- Cedar Island canals (Figure 1-4).
- Dark Island canals (Figure 1-5).
- Steinhatchee Boat Ramp area (Figure 1-6).

These five coastal communities have experienced chronic issues with boating access during low tides. Therefore, these areas must be dredged to improve boating access. This PER considers dredging approximately 5 miles of canals in Taylor County and discusses the following:

- Estimated quantity of dredged material.
- Potential disposal sites.
- Permitting requirements.
- Estimated dredging costs.

The 2012 RESTORE Act dedicates 80% of all administrative and civil penalties related to the Deepwater Horizon oil spill to a Gulf Coast Restoration Trust Fund. Those funds can be used to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, and economy of the Gulf Coast region. The United States Department of the Treasury administers the RESTORE Act and related grant programs. Taylor County could receive approximately \$3 million through grants for specific projects over a period of 15 to 17 years. The County has approximately \$600,000 in RESTORE Act funds that it will use on an initial test project of a canal dredging feasibility study, which includes this PER. Jones Edmunds & Associates, Inc. expects that RESTORE Act funds will fund the dredging project discussed in this PER; therefore, we did not investigate additional funding. Further, RESTORE Act grants could potentially fund future maintenance dredging projects.

Figure 1-1 Project Locations



For Informational Purposes Only. O:\20445\017\msd\Fig1_1_ProjectLocations.mxd SHY/quiet 8/19/2018

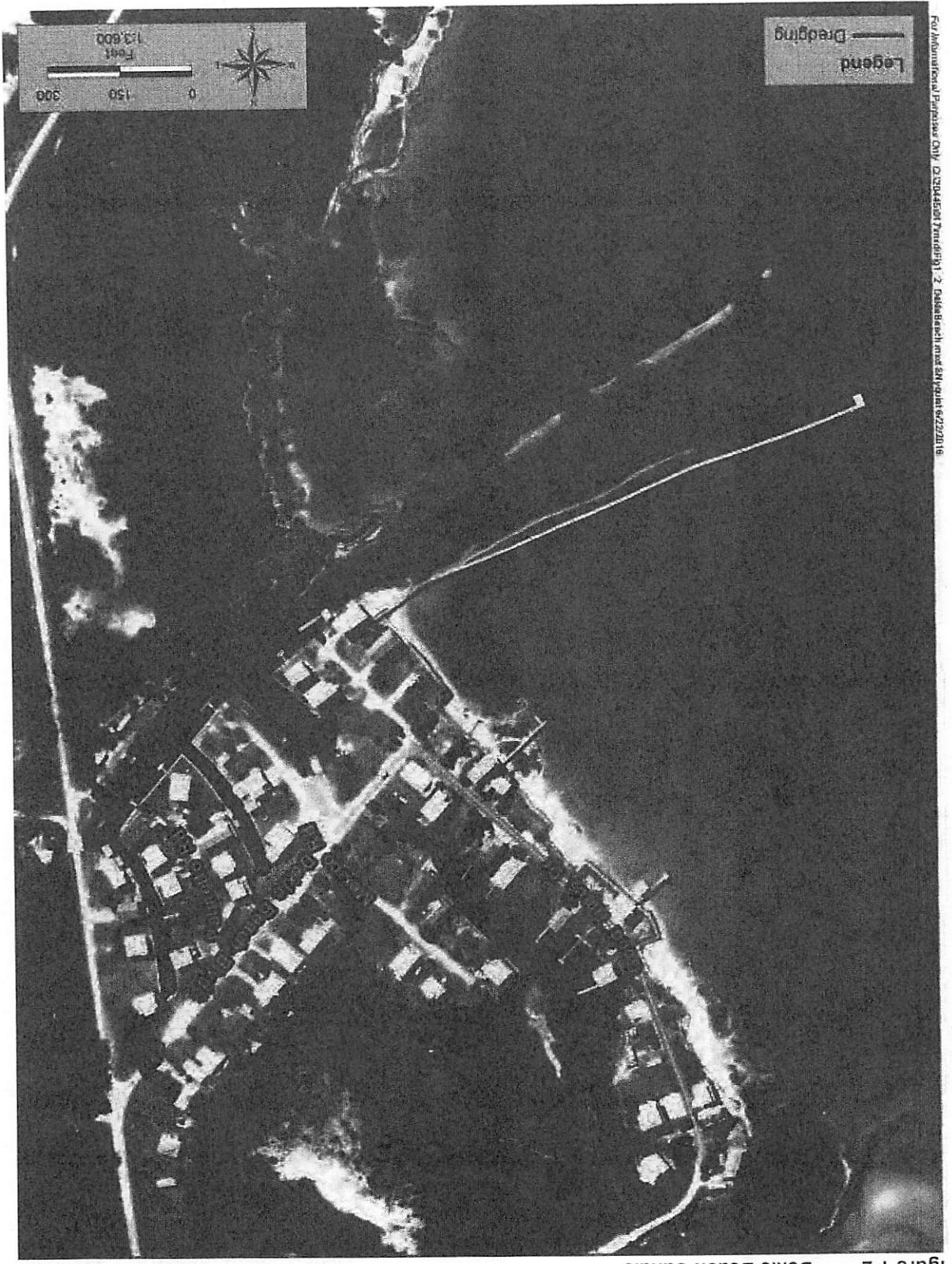


Figure 1-2 Dekle Beach Canals

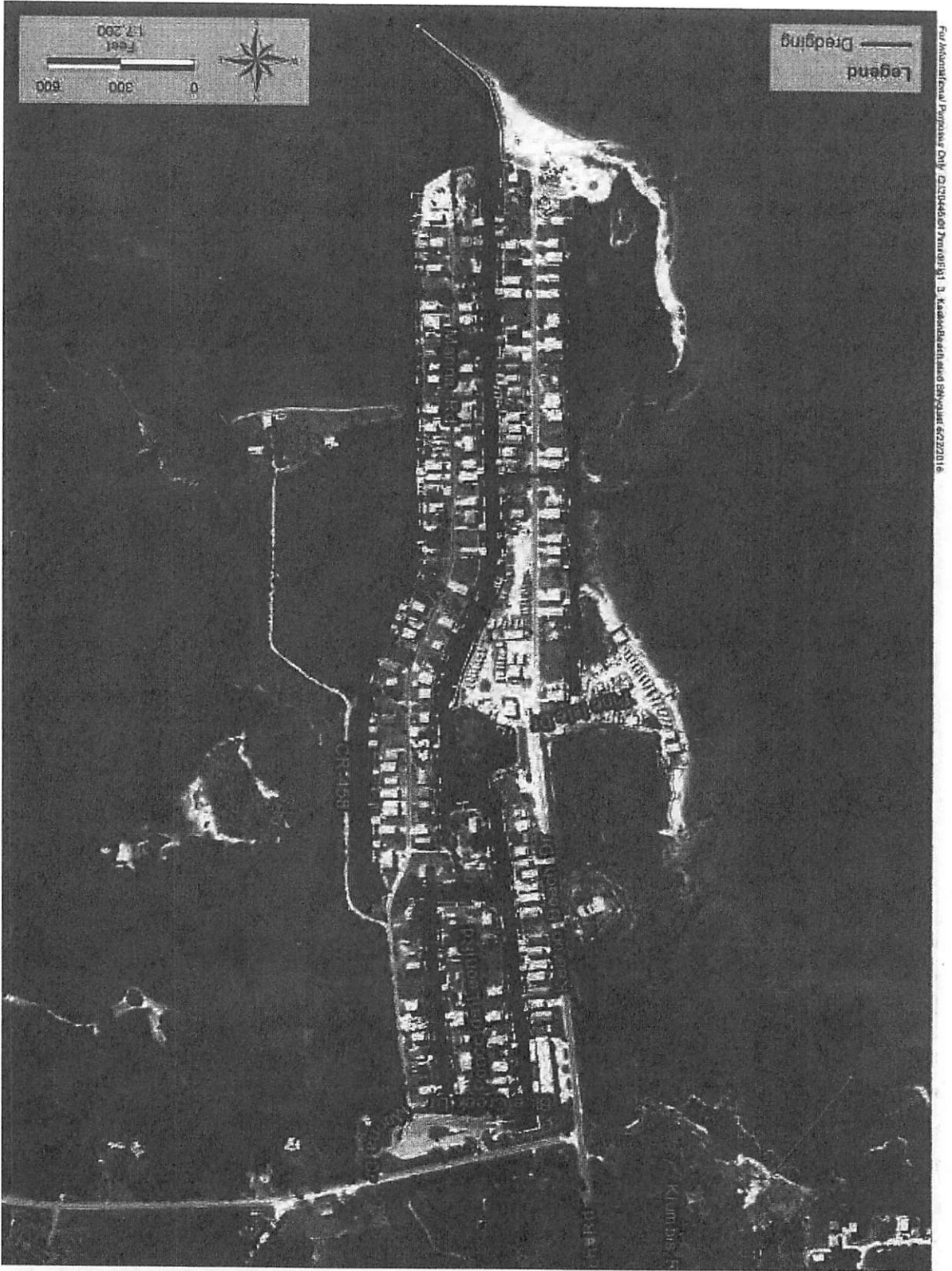


Figure 1-3 Keaton Beach Canals

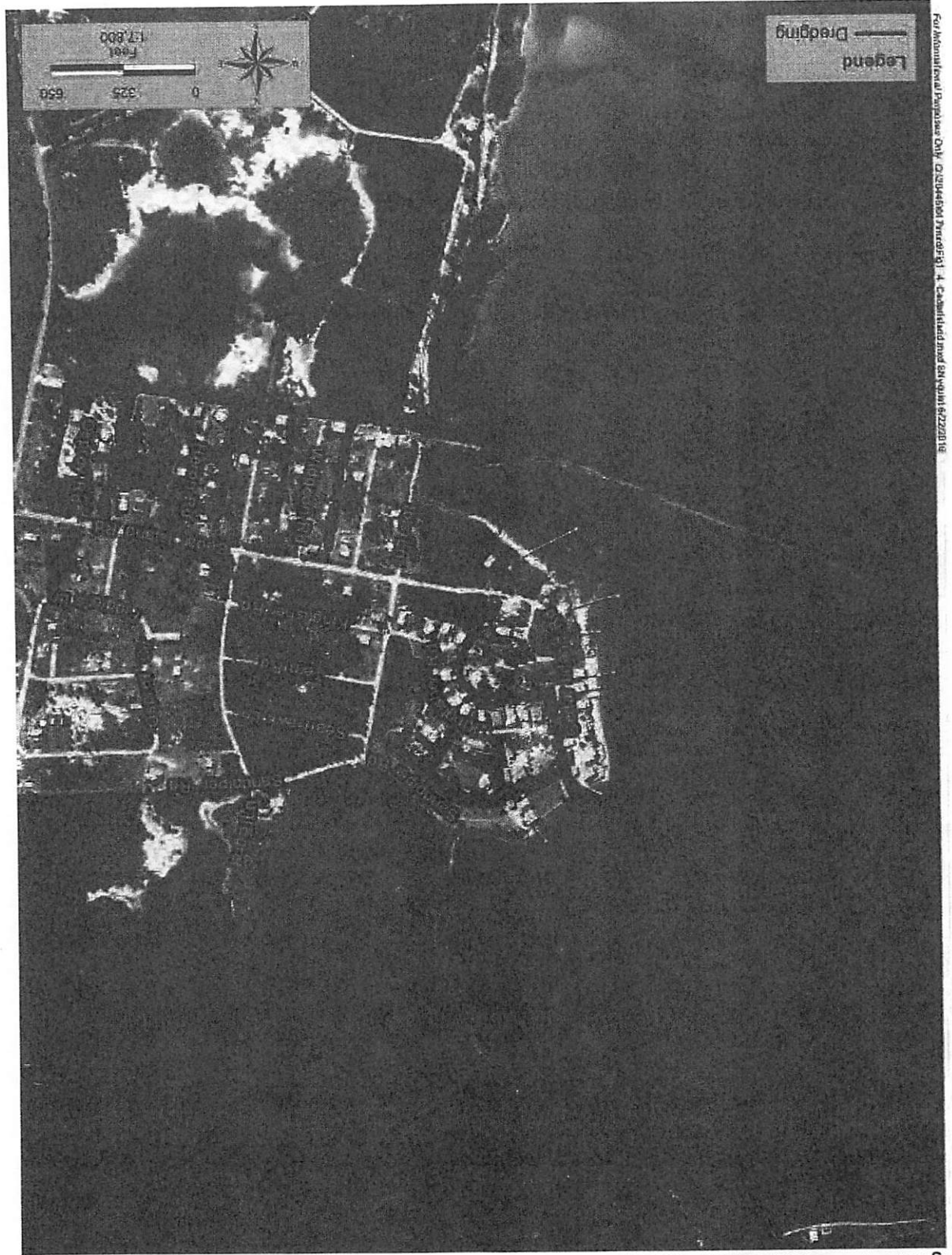


Figure 1-4 Cedar Island Canals

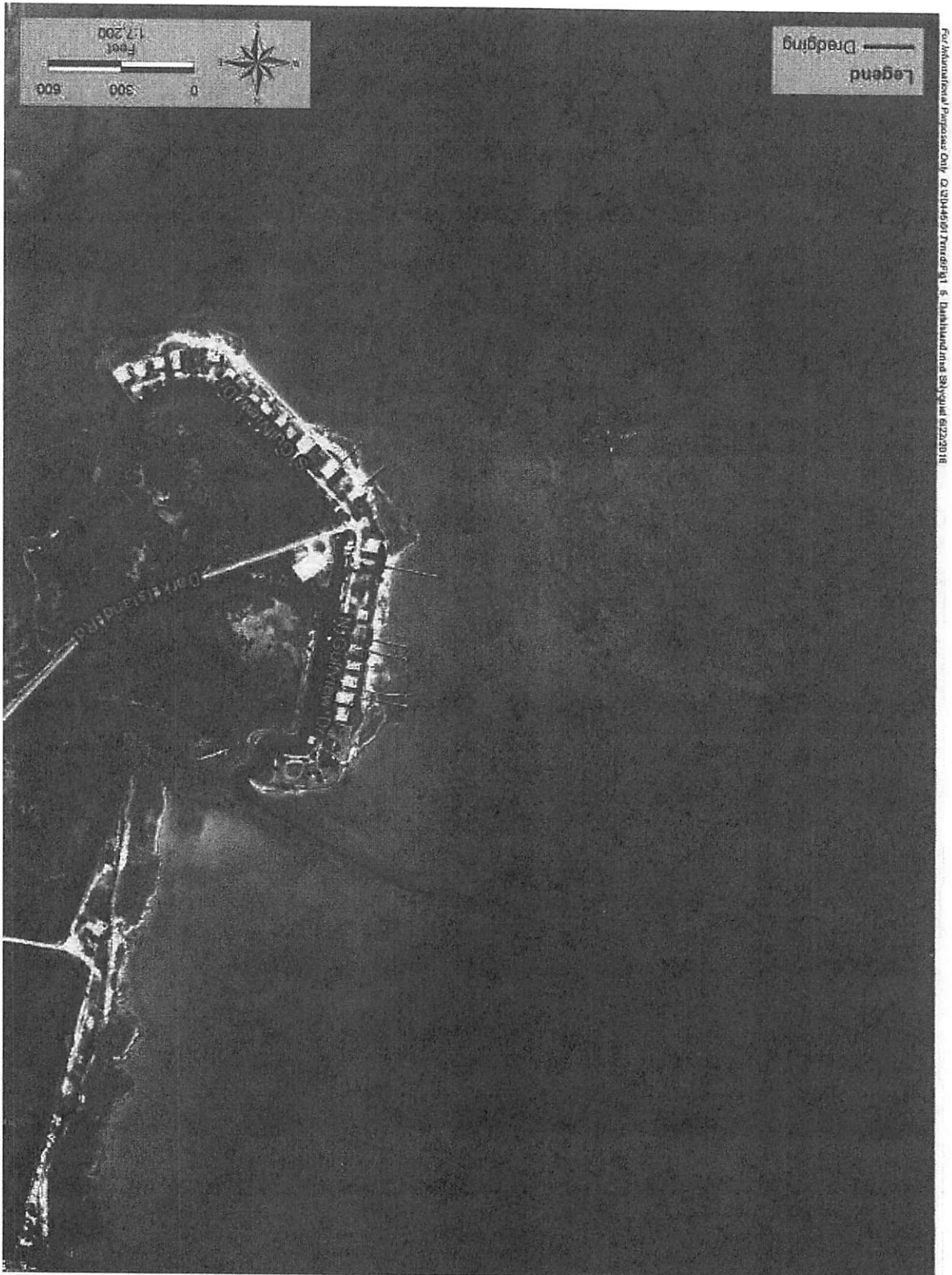


Figure 1-5 Dark Island Canals

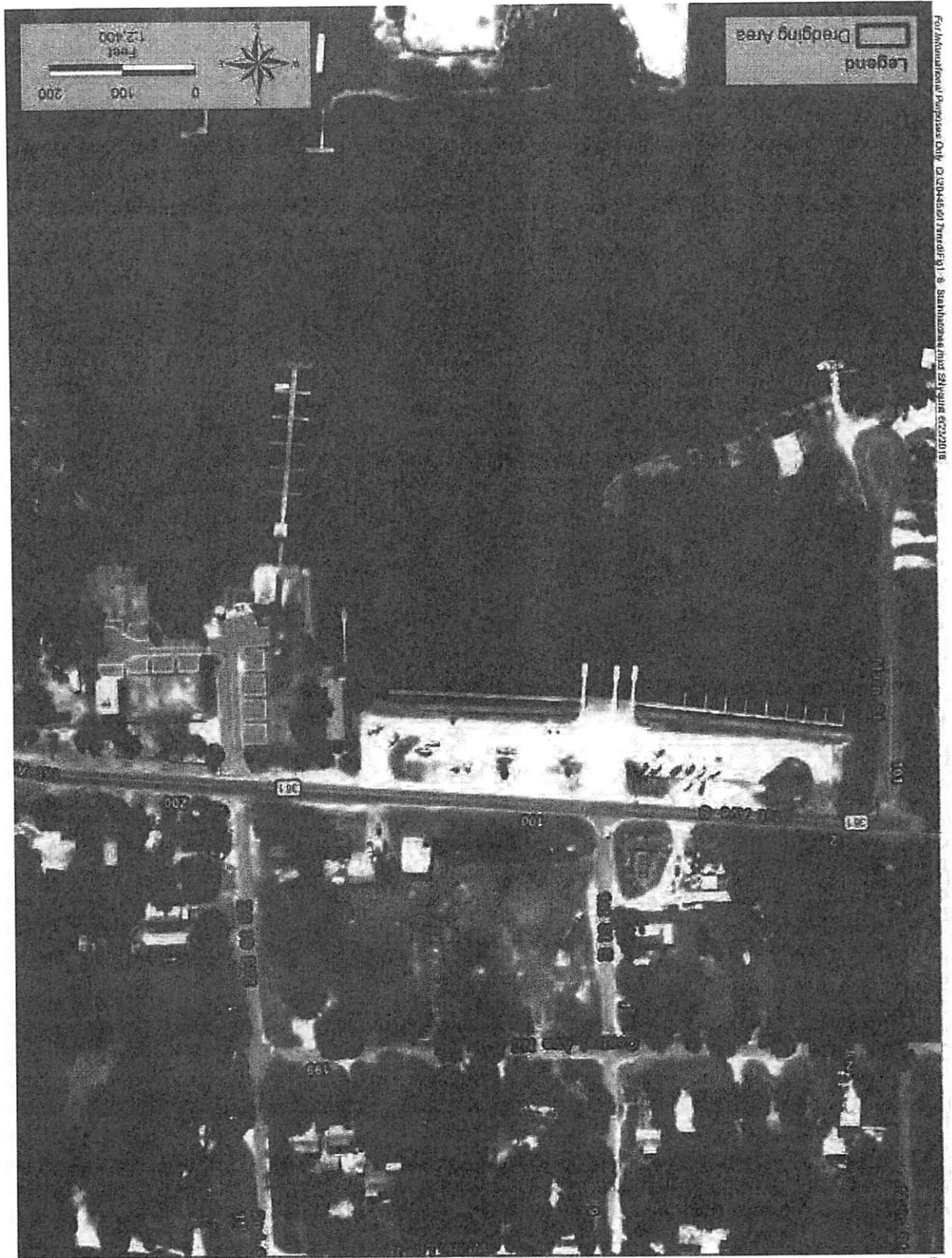


Figure 1-6 Steinhatchee Boat Ramp Area

1.2 BACKGROUND

The coastal communities have experienced problems with the canal system due to inaccessibility of the canals during low tides, boat-traffic constrictions, and safety issues due to two large limestone formations in the main canal at Keaton Beach. Boat traffic is increasing due to population growth, new development, and use of public and private boat ramps. Keaton Beach, Dark Island, and Steinhatchee have public boat ramps. Recent improvements to public boating facilities include improvements in 2006 to Dark Island Park and Boat Ramp, construction of the Steinhatchee Boat Ramp in 2011, and a boat-parking lot expansion in 2013 at the Keaton Beach Boat Ramp. Dekle Beach, Keaton Beach, and Cedar Island have several private boat ramps, the number of which is increasing. Further, many single-family docks are located along the canals.

Canals at Keaton Beach and Cedar Island were constructed in the 1950s and later dredged to -4 feet MLW in 1987 under USACE Permit No. 871PR-20379. These canals were last dredged in 1993 following the storm of the century. A 1987 local cooperation agreement between the County and USACE facilitated the construction of an approximately 12,000-foot-long channel from a turning basin at Keaton Beach to the Gulf of Mexico. At the time this PER was prepared, the original construction details of the canals at Dekle Beach and Dark Island are unknown.

In 2011, the Steinhatchee Boat Ramp was developed at an existing marina known as Ideal Marina under SRWMD Permit No. ERP-123-210858-1 (FDEP Permit ERP06-0065). Improvements at the boat ramp included maintenance dredging in the marina basin and access channel to -5.0 feet MLW by Permit No. DEP 62-259493-003 EE. However, that project did not include dredging at the area that is discussed in this PER (Figure 1-6).

1.3 EXISTING CONDITIONS

To evaluate the existing conditions, we investigated the site, performed a hydrographic survey, and reviewed FDEP and SRWMD permits. Geomatics Corp. completed the hydrographic survey in March 2016 using a Sonarmite Portable Bluetooth Echo Sounder system coupled with a Trimble R8 GPS satellite navigation system configured for Real Time Kinematic corrections. Geomatics collected survey data along the canals as near as possible to each side, avoiding the docks that protrude into the canals, and in an S pattern along the center of each canal. Appendix A includes the survey report. Jones Edmunds visited the site on January 13, 2016 and February 19, 2016. We observed site access, types of bulkheads, and single-family docks.

The canal system consists of manmade canals ranging from approximately 30 feet wide to 100 feet wide. The sides of the canals are stabilized by various means such as rip rap revetments, wood retaining walls, and sheet pile bulkheads. Many residential lots include floating docks and piers, which project into the canals. Taylor County Ordinance Section 42-436 governs docks and piers and states, "No boat dock, covered boat dock or pier, together with the watercraft being moored at the structure, shall project into a manmade waterway more than 20% of the width of the waterway or 30 feet, whichever is less, including pilings." The in-water structures will present a challenge during dredging operations due to their magnitude, location, and respective conditions. The final design should implement a dredging buffer around these structures to prevent any impacts to them during dredging.

At all four of the residential communities, the conditions prevent the majority of boating traffic from using the side and finger canals during low tides. At Keaton Beach's main canal south of the fishing pier, two large submerged rock formations cause safety issues and create bottlenecks for boat traffic. This PER does not address removing the limestone formations. The locations and sizes of these formations should be addressed during the final design. Keaton Beach's main canal is accessible to the majority of recreational boaters at all times. However, access to the finger canals by larger boats is restricted to high tides, which we assume to be typical of the three other residential communities.

2 ENGINEERING REPORT

2.1 SPOIL QUANTITY ESTIMATE

Jones Edmunds used two types of cross sections to calculate the volume of dredge material: a V-bottom section and a trapezoidal section with a varying bottom width. We used a V-bottom dredge section for canals 50 feet wide or less, and we applied a trapezoidal section for canals of greater widths. The bottom widths of the trapezoidal sections vary from 20 feet to 60 feet wide. In selecting typical sections, we tried to avoid conflicts with docks and piers. This is a diversion from the 1987 maintenance dredging, which used a 10-foot setback from seawalls and sheet piling. However, we believe that our approach results in realistic dredge estimates considering the County Ordinance and the presence of docks and piers.

We considered the following factors in determining the dredge depth:

- Canals constructed before 1970 could potentially be dredged to the original construction depths of the canals. However, information on the original depths of the canals was not available at the time of this PER and will need to be determined before the final design.
- Drawings from the 1987 dredging for Keaton Beach indicated a depth of -4 feet MLW (with 1 foot of allowable overdepth, resulting in a depth of -5 feet MLW). Drawings from the 1993 Keaton Beach and Cedar Island dredging were not available at the time of this PER. The permit for this work specified a maximum dredged side-slope of 5:1 (H:V). We used this 5:1 slope in this PER.
- Dredging that has recently taken place in the coastal communities was performed to depths of -4 feet MLW or -5 feet MLW.
- At the Steinhatchee Boat Ramp, the marina basin and access channel were dredged to -5 feet MLW.

Therefore, our calculations assume dredging to -4 feet MLW in the four coastal communities and dredging to -5 feet MLW at the Steinhatchee Boat Ramp. The calculations also include an allowable 1-foot over-dredge. Elevation data obtained from the survey were provided in NAVD 88. We converted MLW elevations to NAVD88 using VDatum version 3.6, a software tool developed by the National Oceanic and Atmospheric Administration's National Geodetic Survey. The difference between elevations in MLW and NAVD 88 vary from -1.25 feet at Dekle Beach to -1.29 feet at Dark Island and -1.5 feet at Steinhatchee Boat Ramp. The volume calculations assume dredging to an elevation of -6.5 feet NAVD 88 at Steinhatchee Boat Ramp and an average elevation of -5.28 feet NAVD 88 for the four other sites.

We used the best available science to estimate dredge quantities. Using AutoCAD Civil 3D 2014, we created a three-dimensional dredge model of each canal by applying a unique typical section to a horizontal alignment and proposed dredge profile. Figure 2-1 and Figure 2-2 show the typical sections. We used the three-dimensional dredge model to create a proposed dredge TIN surface. Similarly, we created a TIN surface from the hydrographic survey point data. A comparison of the two TIN surfaces resulted in a dredge volume. We estimated the volume of 1-foot-deep overdredge by lowering the proposed dredge TIN surface by 1 foot and comparing it with the hydrographic survey TIN. Table 2-1 presents the estimated dredge volumes for each site. The overall estimated dredge volume is approximately 61,000 cubic yards; 1 foot of overdredge increases the overall dredge volume to 118,000 cubic yards.

Table 2-1 Estimated Dredge Volume

Location	Canal Length (Feet)	Dredge Depth, MLW	Dredge Depth, NAVD 88	Dredge Volume (Cubic Yards)	1 Foot Over Dredge Volume, (Cubic Yards)	Total Dredge Volume (Cubic Yards)
Dekle Beach	1,500	-4.0	-5.28	3,600	2,000	5,600
Keaton Beach	10,800	-4.0	-5.28	18,300	13,400	31,700
Cedar Island	11,500	-4.0	-5.28	20,000	33,100	53,100
Dark Island	3,800	-4.0	-5.28	14,300	7,800	22,100
Steinhatchee Boat Ramp	-	-5.0	-6.5	4,800	1,500	6,300
Totals				61,000	57,800	118,880

Figure 2-1 Trapezoidal Canal Typical Section

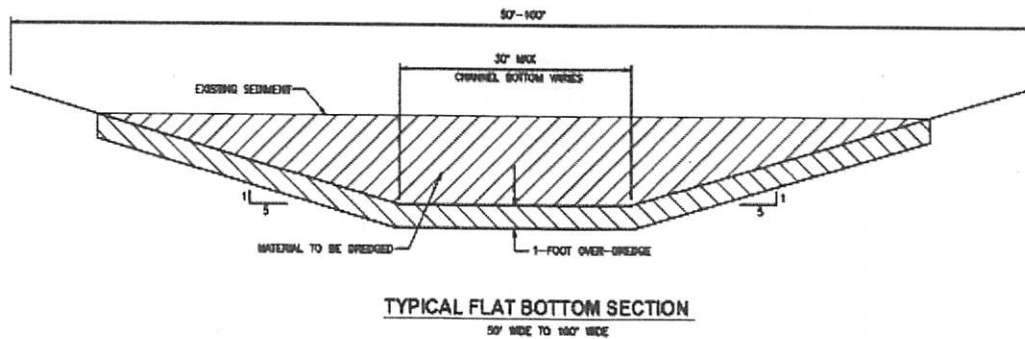
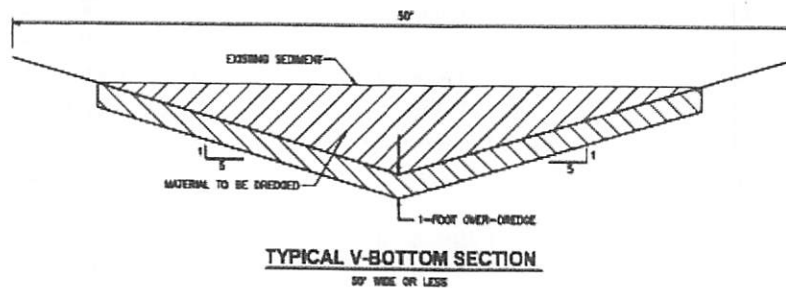


Figure 2-2 V-Bottom Canal Typical Section



2.2 STAGING AND DEWATERING SITE

As part of the dredging and disposal process the dredged material must be dewatered. Three typical methods for upland dewatering are (1) settling basins/confined dike placement, (2) geotextile tubes, and (3) mechanical separation systems. Often, these methods are combined to clarify the return water. The required land area would vary based on the method, from 2-3 acres for geotextile tubes and mechanical systems to several acres or more for settling basins. Evaluating a staging and dewatering site was not investigated in this PER; this will be evaluated during the final design process.

2.3 DISPOSAL SITE EVALUATIONS

To determine the most suitable site to place the dredged material, Jones Edmunds evaluated the following characteristics of potential disposal sites:

- Proximity to the canals.
- Parcels outside the 100-year floodplain.
- Parcels outside wetlands.
- Parcels that are unimproved, public lands, or otherwise suitable, and greater than 18 acres.
- Property owner amenability to accepting the spoil material.

Jones Edmunds' September 2002 PER reported seven potential disposal sites, which are shown in Figure 2-3 and summarized in Table 2-2. In addition, Table 2-2 states whether each site is still a suitable option. The possible sites are owned by various entities including private landowners and government entities. Five sites are in upland regions, while two are in areas classified as wetlands.

Table 2-2 Potential Spoil Sites Identified in 2002 PER

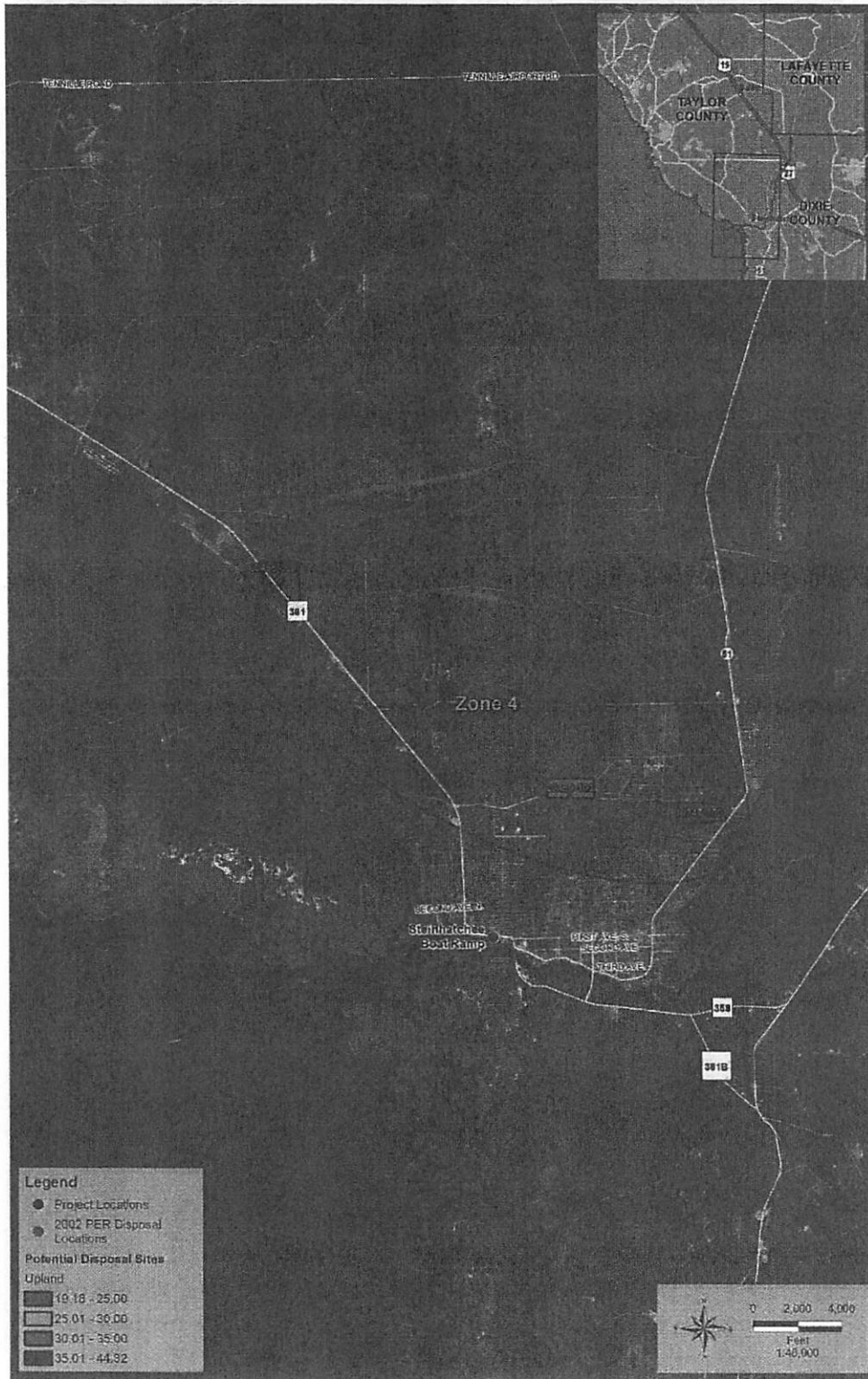
Site	Owner	Total Acreage	Site Type	Upland Acreage	In 100-Year Floodplain	Suitable Site
Site 6825	Taylor County	43	Uplands	38	Yes	No
Site 8951	Taylor Coastal Water & Sewer District	95	Uplands	95	No	Yes
Site 6670	Secret Promise Limited	271	Uplands	95	No	Yes
Site 6651	St. Joseph Land Development	40	Uplands	40	No	Yes
Site 8949	Foley Timber and Land	630	Uplands	474	Partial	Yes
Site 7040	Lindsey Island Kingfisher LLC	84	Wetlands	11	Yes	No
Site 6576	Thomas B. Puckett and others	48	Wetlands	5	Yes	No

We have more recently identified several additional sites as potential spoil disposal locations. The site selection was limited to upland parcels outside the 100-year floodplain and wetland areas. Several potential properties are within a 4-mile straight-line distance from the project areas (Figures 2-3 and 2-4). Table 2-3 summarizes the features of each site, in order of increasing upland acreage, ranging from approximately 19 acres to 45 acres. The County should further investigate the viability of each site as a potential disposal location.

Table 2-3 Additional Potential Spoil Disposal Sites

Site	Owner	Total Acreage	Upland Acreage	Site Type
Site 08963	Soderberg Frances A & Authur J	20	19	Barren Land
Site 08928	Ricks Jeffery W	21	20	Upland Forests
Site 06558	Young Carlton Q	20	20	Urban And Built-Up
Site 06652	Bradbury Ray	20	20	Upland Forests
Site 08927	Brown Eddie W & Elizabeth H	21	20	Upland Forests
Site 06557	Blakey Rudolph	20	20	Agriculture
Site 06585	Carlton Charles D & Diane C	20	20	Upland Forests
Site 06558	Taylor Michael & Senter Glenn	21	21	Rangeland
Site 08998	Ellison James Martin	22	22	Upland Forests
Site 08965	Whitfield Richard L Jr & Diane	22	22	Upland Forests
Site 06584	Masters Family Living Trust	41	23	Upland Forests
Site 06588	Mangum Bevis R	26	26	Upland Forests
Site 06589	Mangum Gary H	27	27	Upland Forests
Site 06587	Secret Promise LTD	41	30	Upland Forests
Site 10247	Florida Quail Run LLC	39	33	Upland Forests
Site 09459	Florida Quail Run LLC	41	33	Upland Forests
Site 09455	Foley Timber And Land Company	46	34	Upland Forests
Site 06645	Ward James E & Demetria A	36	36	Upland Forests
Site 06646	Ward James E & Demetria A	41	38	Upland Forests
Site 06645	Ward James E & Demetria A	41	39	Upland Forests
Site 06651	Foley Timber And Land Company	39	39	Upland Forests
Site 06584	Masters Family Living Trust	40	40	Upland Forests
Site 08947	Bennett W M	61	43	Upland Forests
Site 06642	Taylor Coastal Water & Sewer District	44	44	Upland Forests

Figure 2-4 Potential Disposal Sites South



2.4 PERMITTING REQUIREMENTS

Jones Edmunds contacted SRWMD and FDEP regarding the regulations for dredging. FDEP has permitting responsibility for the five proposed sites according to Part II.A.1 of the Operating Agreement Concerning Regulation Under Part IV, Chapter 373, FS. between SRWMD and FDEP. Therefore, no ERP applications would be submitted to SRWMD. According to Mark Marousky, FDEP Environmental Specialist, permit applications would be submitted to FDEP-Northeast District. FDEP coordinates the permit review with USACE, whose jurisdiction includes all navigable waters of the United States. Permit applications should include engineering drawings of the proposed work, such as a dredging plan, dewatering plan, spoil disposal plan, SWPPP, and erosion and sediment control plan.

Dredging at the Steinhatchee Boat Ramp would be exempt from ERP permitting under 62-330.051(7)(a) FAC for maintenance dredging according to Section 403.813(1)(f), FS. The proposed dredging must comply with conditions for the ERP exemption, such as dredging to maximum depth of -5 feet MLW and disposing soils only at upland sites. We recommend a formal request for verification of exemption by submitting the Form 62-330.050(1) with a \$100 fee. New applications and correspondence should reference the previous FDEP permit number 259493. FDEP provides a response to a request for verification of exemption within 30 days.

The remaining project sites would be permitted as Individual ERP permits. An application would be made to FDEP using Form 62-330.060(1), Joint Application for Individual Environmental Resource Permit/ Authorization to Use State-Owned Submerged Lands/Federal Dredge and Fill Permit. An application for project sites in close proximity could be combined into one Individual ERP application, for example Keaton Beach and Cedar Island. However, due to the significant distance between project sites, FDEP would expect more than one Individual ERP application for dredging in the four residential communities. We expect the Individual ERP permitting process to take approximately 60 to 90 days, including the initial review period and one request for additional information.

FDEP will request a sovereignty submerged land title determination. Dredging sovereignty submerged land incurs a severance fee \$1.25 per cubic yard of material per 18-21.011(3)(a)3. FAC. According to 18-21.011(3)(c) FAC, the Board of the TIITF will approve a severance fee waiver when:

- The materials are being placed on public property and used for public purposes,
- It is affirmatively demonstrated that the severed dredge material has no economic value, or
- A governmental entity conducts a project with the sole objective of environmental restoration or enhancement and the Board determines that waiving the severance fee is in the public interest, as defined in Rule 18-21.003, FAC.

FDEP informally stated that the canals in the four residential communities and Steinhatchee Boat Ramp are not sovereignty submerged lands. The review for FDEP Permit 62-259493-003 EE dated May 10, 2006, which authorized marina and access channel dredging at Steinhatchee Boat Ramp, determined that the work was not on State-owned submerged lands. Further, the work was authorized under USACE's SPGP. We expect a similar outcome for the proposed dredging at Steinhatchee Boat Ramp. According to the FDEP's Map Direct State Land Parcels, the public navigation channel and turning basin at Keaton Beach is on a sovereignty submerged land easement (Easement No. 27918 (3707-62)) that was granted to Taylor County Board of County Commissioners for a period of 30 years from November 18, 1986.

2.5 PRELIMINARY PROBABLE ESTIMATED COSTS

We considered two main factors when preparing preliminary costs for this dredging project: the proximity of the disposal site to the canals, and the method of transport of the dredged materials. Preliminary cost estimates include engineering services, which include hydrographic survey, design, permitting, geotechnical testing, and construction observation. We estimated construction costs using costs from the RS Means Cost Database, dredging contractors, and recent projects.

Tables 2-4 summarizes the conceptual cost estimates for dredging and spoil disposal. Detailed cost estimates, including engineering services, are shown in Appendix C. Lease or purchase cost of dewatering and disposal site(s) is excluded from the cost estimate. Assumptions for the costs include the following:

- Hydraulic dredging using an 8-inch to 10-inch discharge pipeline with a discharge rate of approximately 2,000-gallons per minute.
- Dredging of the unconsolidated sediment.
- 1 foot of over-dredge depth.
- Dewatering by mechanical separation, such as hydrocyclone, and geotextile tubes in a containment berm with polymer treatment.
- Hauling by truck to beneficial use site.
- 12% soil expansion factor for hauling.
- Cost contingency of 25%.
- Costs rounded to the nearest thousand dollars.

A cost estimate prepared during final engineering design will reflect a greater level of certainty based on more detailed site investigations and design. In summary, at this phase of analyses, the conceptual-level probable costs for dredging and disposal, depending on the haul distance, would range between the following:

- \$337,000 and \$373,000 for Dekle Beach.
- \$1.354 million and \$1.557 million for Keaton Beach.
- \$2.188 million and \$2.528 million for Cedar Island.
- \$980,000 and \$1.122 million for Dark Island.
- \$365,000 and \$405,000 for Steinhatchee Boat Ramp.

Table 2-4 Conceptual Cost Estimate Summary

Project Site	Item Description	Dredging Cost	Spoil Disposal Cost			
			Zone 1	Zone 2	Zone 3	Zone 4
Dekle Beach	Dredge Volume (cubic yards)	5,600	-	-	-	-
	Dredge Cost	\$292,000	-	-	-	-
	Dredge Cost per Cubic Yard	\$52	-	-	-	-
	Haul Distance (miles)	-	5	5	10	23
	Haul Cost	-	\$45,000	\$45,000	\$63,000	\$81,000
	Haul Cost per Cubic Yard per Mile	-	\$1.61	\$1.61	\$1.13	\$0.63
	Total Cost	-	\$337,000	\$337,000	\$355,000	\$373,000
Keaton Beach	Dredge Volume (cubic yards)	31,700	-	-	-	-
	Dredge Cost	\$1,100,000	-	-	-	-
	Dredge Cost per Cubic Yard	\$35	-	-	-	-
	Haul Distance (miles)	-	5	2	6	19
	Haul Cost	-	\$254,000	\$254,000	\$356,000	\$457,000
	Haul Cost per Cubic Yard per Mile	-	\$1.60	\$4.01	\$1.87	\$0.76
	Total Cost	-	\$1,354,000	\$1,354,000	\$1,456,000	\$1,557,000
Cedar Island	Dredge Volume (cubic yards)	53,100	-	-	-	-
	Dredge Cost	\$1,763,000	-	-	-	-
	Dredge Cost per Cubic Yard	\$33	-	-	-	-
	Haul Distance (miles)	-	7	4	6	17
	Haul Cost	-	\$595,000	\$425,000	\$595,000	\$765,000
	Haul Cost per Cubic Yard per Mile	-	\$1.60	\$2.00	\$1.87	\$0.85
	Total Cost	-	\$2,358,000	\$2,188,000	\$2,358,000	\$2,528,000
Dark Island	Dredge Volume (cubic yards)	22,100	-	-	-	-
	Dredge Cost	\$803,000	-	-	-	-
	Dredge Cost per Cubic Yard	\$36	-	-	-	-
	Haul Distance (miles)	-	8	5	6	17
	Haul Cost	-	\$248,000	\$177,000	\$248,000	\$319,000
	Haul Cost per Cubic Yard per Mile	-	\$1.40	\$1.60	\$1.87	\$0.85
	Total Cost	-	\$1,051,000	\$980,000	\$1,051,000	\$1,122,000
Steinhatchee Boat Ramp	Dredge Volume (cubic yards)	6,300	-	-	-	-
	Dredge Cost	\$314,000	-	-	-	-
	Dredge Cost per Cubic Yard	\$50	-	-	-	-
	Haul Distance (miles)	-	23	20	19	3
	Haul Cost	-	\$91,000	\$91,000	\$91,000	\$51,000
	Haul Cost per Cubic Yard per Mile	-	\$0.63	\$0.72	\$0.76	\$2.70
	Total Cost	-	\$405,000	\$405,000	\$405,000	\$365,000

Notes:

1- Engineering Services are excluded.

2- Total Cost includes cost of dredging and spoil disposal.

3 CONCLUSIONS

This PER provided information for the dredging and disposal of sediment for canals and a boat ramp in Taylor County. The canals and Steinhatchee Boat Ramp discussed in this PER need dredging due to limited boating access. We recommend that the County use the information presented herein to budget and implement improvements, and thereafter establish a dredging maintenance program. The County should procure property or an agreement with a property owner to handle dewatering and spoil disposal. The County should also proceed with engineering design services, which would include hydrographic survey, engineering design, and permitting. Excluding the cost of property acquisition, the greatest cost drivers will be the spoil volume and the haul distance to the disposal property location.

Summary of Probable Costs by Site:

- \$337,000 and \$373,000 for Dekle Beach.
- \$1.354 million and \$1.557 million for Keaton Beach.
- \$2.188 million and \$2.528 million for Cedar Island.
- \$980,000 and \$1.122 million for Dark Island.
- \$365,000 and \$405,000 for Steinhatchee Boat Ramp.

Total Probable Costs: \$5,224,000 to \$5,985,000.

Appendix A

Survey Report

GROM
LAND SURVEY
2804 N. FINE ST.
ST. AUGUSTINE, FL 32084
Phone (844) 224-1000

TRANSMITTAL

To: Jones Edmunds & Associates, Inc. Date: 6/28/2016 Project No.: 16-2338
730 N.E. Waldo Road Project: Hydrographic Survey, Deckle Beach, Cedar Island,
Gainesville, FL 32641 Dark Island, Keaton Beach and Steinhatchee

Attn: Walter A. Nickel, PE Location: Taylor County, FL

We are Sending: x Herewith Under Separate Cover

Via: US Mail x Courier Pick-up Fedex Other

The Following: Tracings Progress Prints Specifications
 Prints Sketches CD

No. of Copies	Description	Prepared By	Action
2	Surveyor's Report	TD	

These are: Forwarded Returned Action Codes:

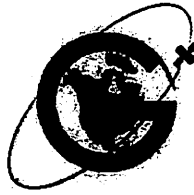
As Requested X For Your Review and Comment A - No Exception Taken E - Information & File
For Your Information With Review Action Indicated B - Make Corrections Noted F - For Your Use
 C - Revise and Resubmit G - No Action Taken
 D - Rejected H - See Remarks

Remarks:

By:

Jm

Copies To: File With Attachments Transmittal Only



GEOMATICS CORP.

"Where Service, Quality, and Professionalism Come Together"

Surveyor's Report

Hydrographic Survey

*Deckle Beach, Cedar Island, Dark Island,
Keaton Beach, and Steinhatchee, Taylor County, FL.*

*For: Jones Edmunds & Associates, Inc.
Geomatics Corp. Project No. 116-2338*

Project Information:

The project is located in Deckle Beach, Cedar Island, Dark Island, Keaton Beach, and Steinhatchee, Taylor County, Florida. The purpose of the project is to collect bottom elevations of various canals within each of the five locations.

Horizontal and Vertical Datum:

All digital data is expressed in U.S. Survey Feet.

Horizontal:

The Horizontal Coordinates for the survey are based on Florida State Plane Coordinate System (SPC), East Zone (901), North American Datum 1983 - NAD83(2011) Epoch 2010.00.

Trimble VRS Now was used to determine the horizontal coordinates. VRS Now provides instant access to Real Time Kinematic (RTK) corrections utilizing a network of permanent continuously operating reference stations.

All hydrographic data was acquired utilizing a Trimble Navigation R8 G.P.S. unit configured for Real Time Kinematic Surveying (RTK). The Rover unit was coupled with an Ohmex Sonarmite portable bluetooth echo sounder system to determine bottom elevations in the canals. The data collected was delivered electronically as an ascii file.

Vertical:

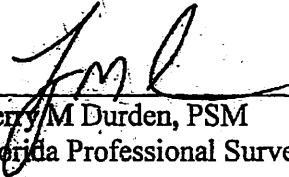
All elevations are based on the North American Datum of 1988 (NAVD88) and are expressed in feet and were acquired utilizing Trimble VRS Now, GEOID12A geoid model.

A DBE CERTIFIED FIRM

Geomatics Corp., 2804 N. Fifth Street, St. Augustine, FL 32084, phone 904-824-3086, fax 904-824-5753

The survey was conducted in the field on February 18 through March 2, 2016 and was recorded in Geomatics Field Book 15-08, pgs. 62-68. No Survey map was produced as part of this survey.

This Surveyor's Report was prepared under the direct supervision of Terry M Durden, Florida Professional Surveyor and Mapper No. 5261.


Terry M Durden, PSM
Florida Professional Surveyor and Mapper No. 5261


Date

NOTE: This Surveyor's Report is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

Geomatics Corporation

**2804 N. Fifth Street, Suite 101
St. Augustine, FL 32084**

FL Lic. Bus. #6979 GA Lic. Bus #939 SC Lic. Bus. #3387 AL Lic. #794 NC Lic. #3752

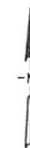
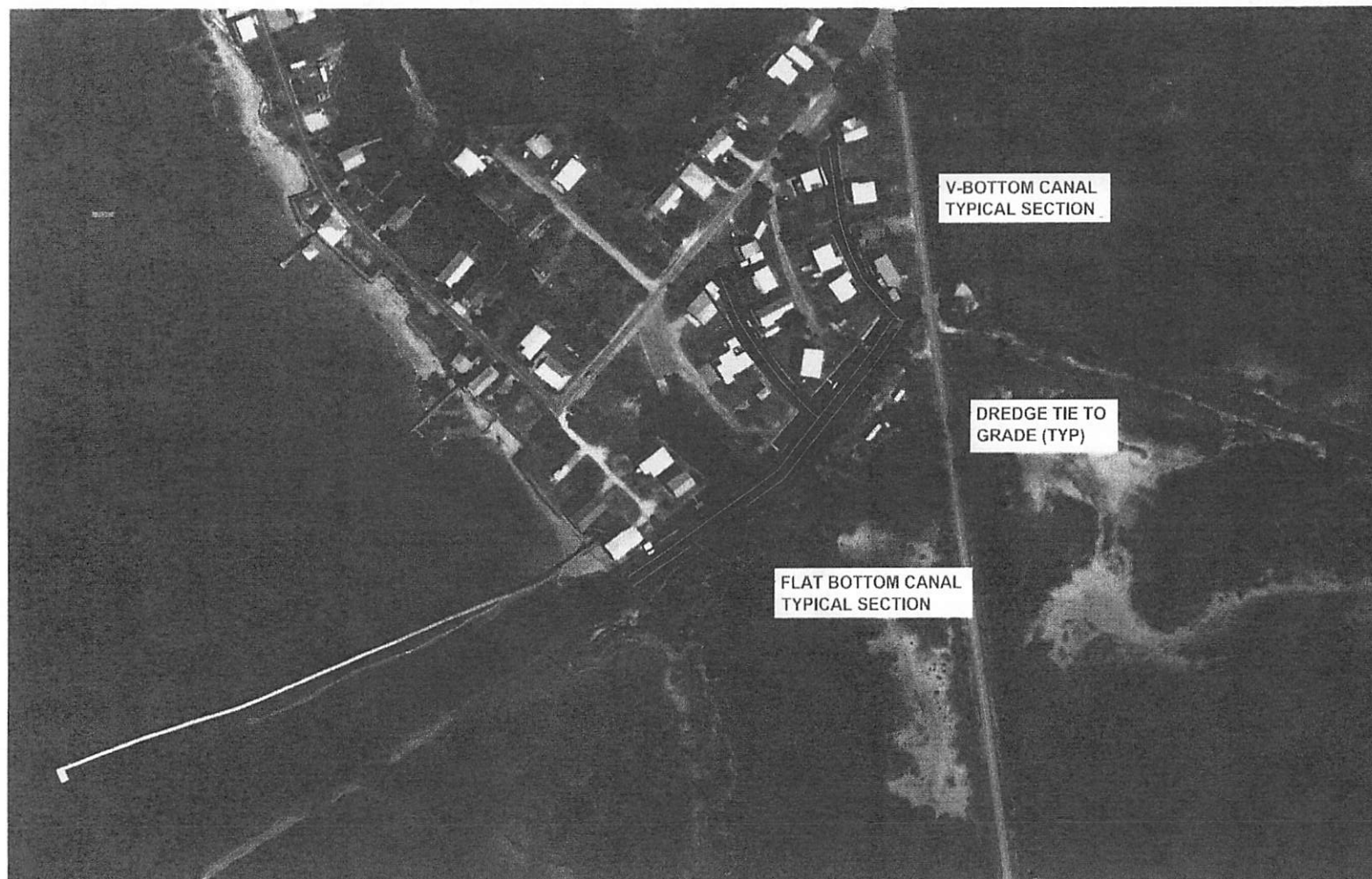
(This Report Is Not Complete Without Two Pages Present)

A DBE CERTIFIED FIRM

Geomatics Corp., 2804 N. Fifth Street, St. Augustine, FL 32084, phone 904-824-3086, fax 904-824-5753

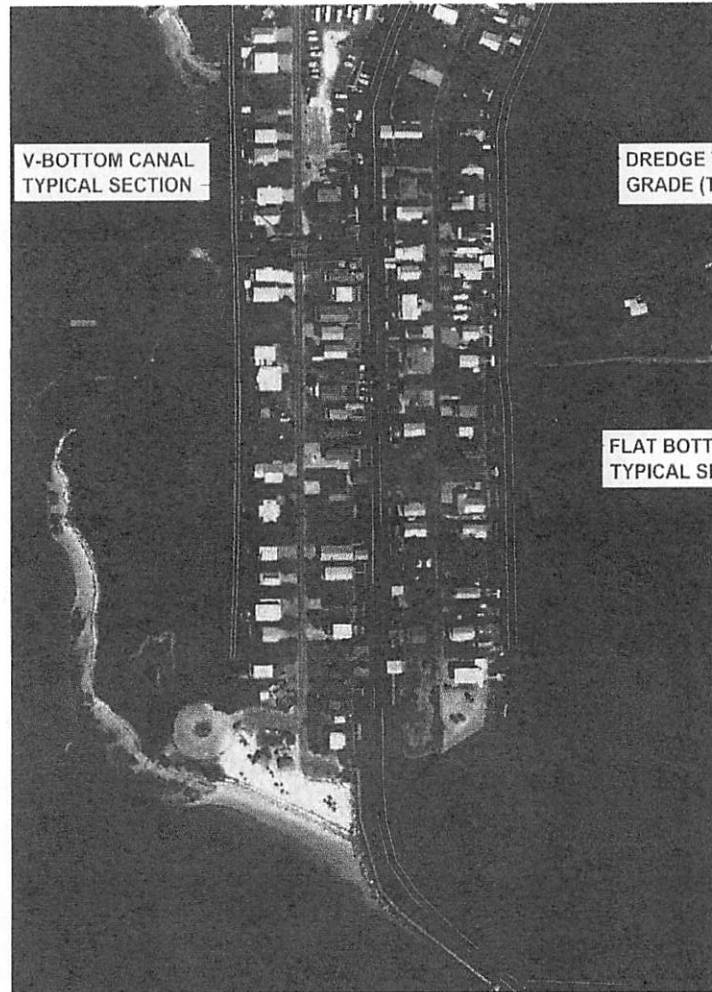
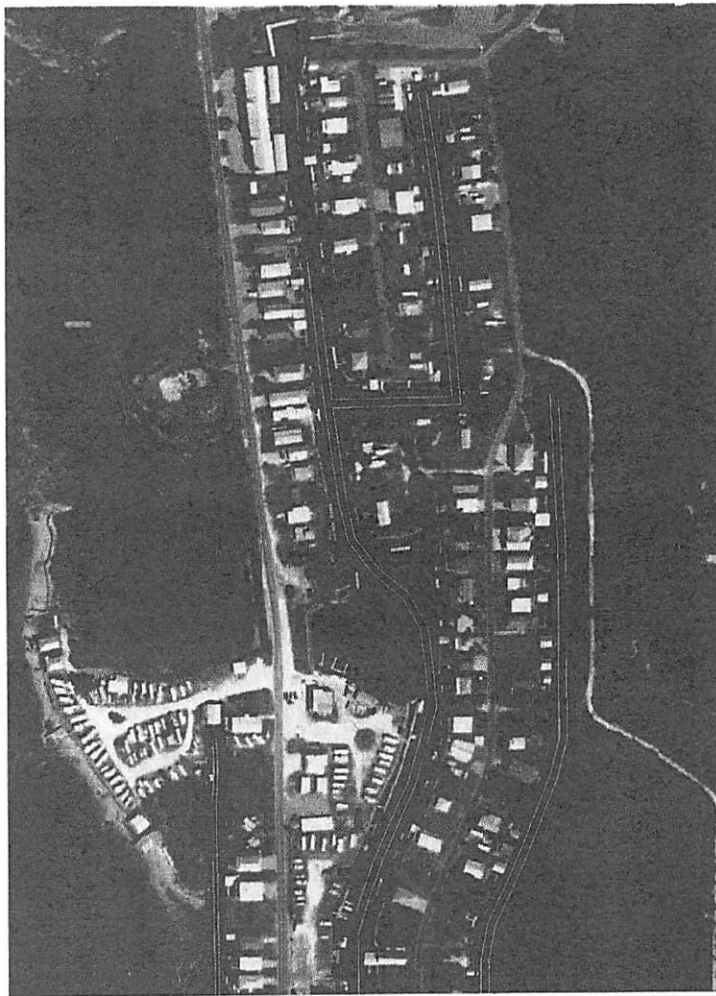
Appendix B

Dredging Plan and Typical Sections Figures



GRAPHIC SCALE
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SCALE IN FEET

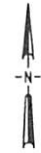
FIGURE 1
DREDGING PLAN
DEYKL ISLAND
TAYLOR COUNTY, FL



V-BOTTOM CANAL
TYPICAL SECTION

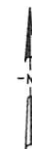
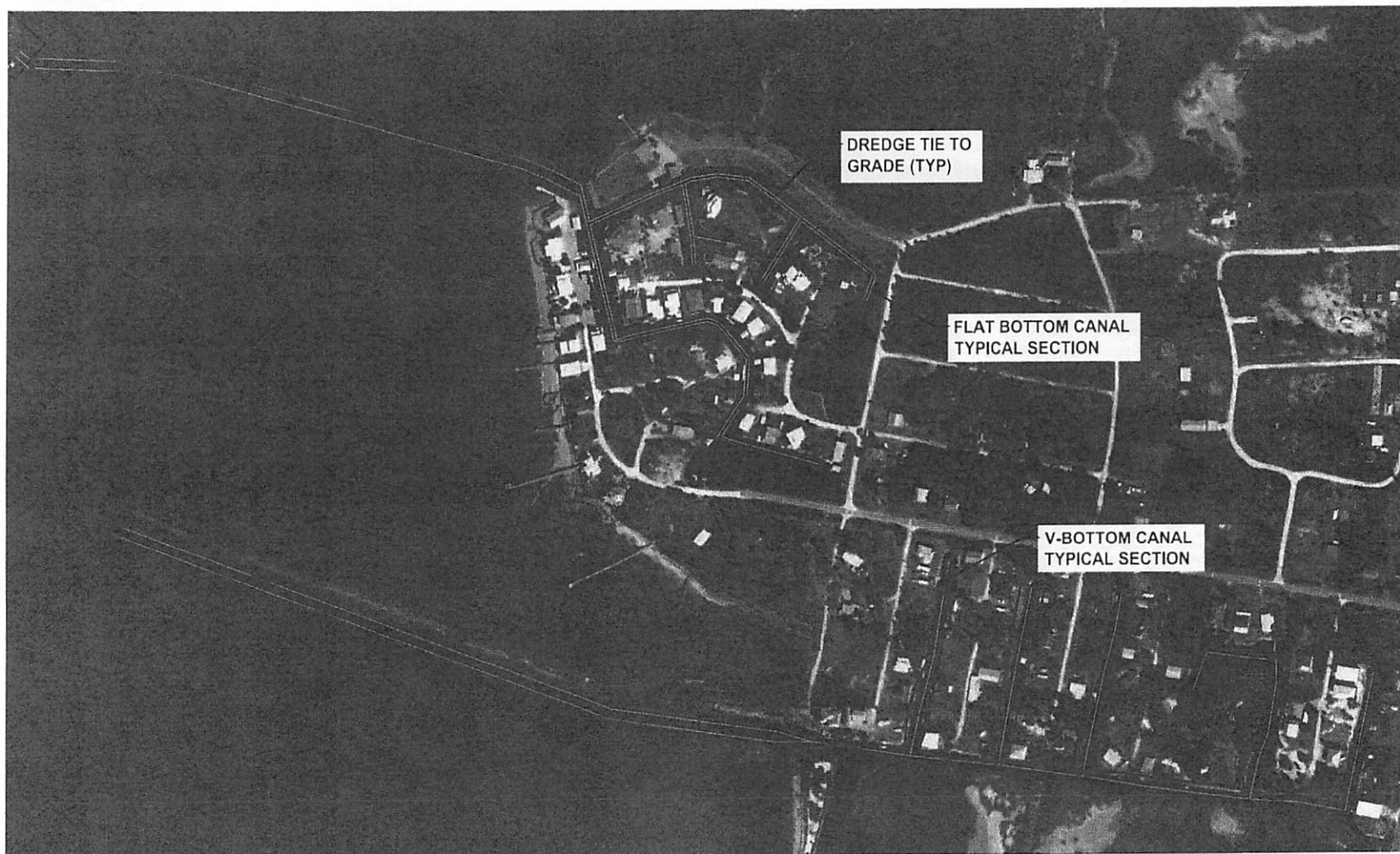
DREDGE TIE TO
GRADE (TYP)

FLAT BOTTOM CANAL
TYPICAL SECTION



GRAPHIC SCALE
0 75 150 300
SCALE IN FEET

FIGURE 2
DREDGING PLAN
KEATON BEACH
TAYLOR COUNTY, FL

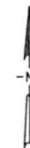
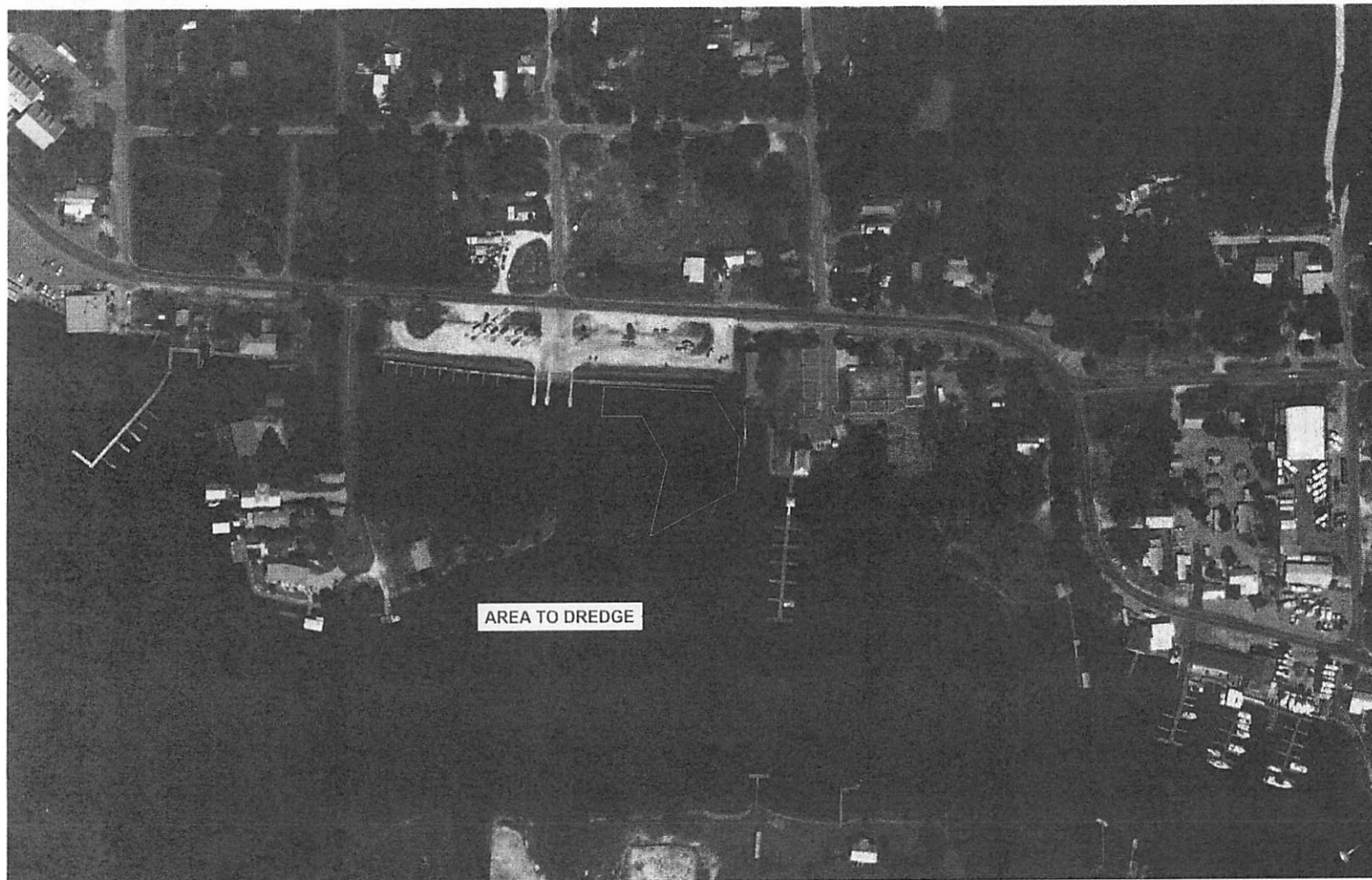


GRAPHIC SCALE
0 75 150 300
SCALE IN FEET

FIGURE 3
DREDGING PLAN
CEDAR ISLAND
TAYLOR COUNTY, FL



PROJECT: 12-2018-2019 BOAT RAMP IMPROVEMENTS
DATE: 12/20/2018
DRAWN BY: J. EDWARDS
CHECKED BY: J. EDWARDS
APPROVED BY: J. EDWARDS
SCALE: 1" = 100'



GRAPHIC SCALE
0 50 100 200
SCALE IN FEET

FIGURE 5
DREDGING PLAN
STEINHATCHEE BOAT RAMP
TAYLOR COUNTY, FL

Appendix C

Cost Estimate by Project Site

Table C-1 Dekle Beach Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
Engineering Services				
Design and Permitting	1	Each	\$35,000	\$35,000
Hydrographic Survey	1	Each	\$15,000	\$15,000
Construction Administration & Observation	1	Each	\$30,000	\$30,000
Subtotal				\$80,000
Construction				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	5,600	CY	\$15	\$84,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	5,600	CY	\$5	\$28,000
Geotextile Tubes	450	LF	\$25	\$12,000
Polymer Treatment - Settling In Containment Berm	5,600	CY	\$2	\$12,000
Sediment and Erosion Control	1	Each	\$6,780	\$7,000
Contingency (25%)				\$59,000
Subtotal				\$292,000
Haul to Zone 1	4,480	CY	\$10	\$45,000
Project Total				\$337,000
Haul to Zone 2	4,480	CY	\$10	\$45,000
Project Total				\$337,000
Haul to Zone 3	4,480	CY	\$14	\$63,000
Project Total				\$355,000
Haul to Zone 4	4,480	CY	\$18	\$81,000
Project Total				\$373,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

Table C-2 Keaton Beach Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
Engineering Services				
Design and Permitting	1	Each	\$65,000	\$65,000
Hydrographic Survey	1	Each	\$20,000	\$20,000
Construction Administration & Observation	1	Each	\$60,000	\$60,000
Subtotal				\$145,000
Construction				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	31,700	CY	\$15	\$476,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	31,700	CY	\$5	\$159,000
Geotextile Tubes	2,570	LF	\$25	\$65,000
Polymer Treatment - Settling In Containment Berm	31,700	CY	\$2	\$64,000
Sediment and Erosion Control	1	Each	\$25,620	\$26,000
Contingency (25%)				\$220,000
Subtotal				\$1,100,000
Haul to Zone 1	25,360	CY	\$10	\$254,000
Project Total				\$1,354,000
Haul to Zone 2	25,360	CY	\$10	\$254,000
Project Total				\$1,354,000
Haul to Zone 3	25,360	CY	\$14	\$356,000
Project Total				\$1,456,000
Haul to Zone 4	25,360	CY	\$18	\$457,000
Project Total				\$1,557,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

Table C-3 Cedar Island Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
Engineering Services				
Design and Permitting	1	Each	\$65,000	\$65,000
Hydrographic Survey	1	Each	\$25,000	\$25,000
Construction Administration & Observation	1	Each	\$60,000	\$60,000
Subtotal				\$150,000
Construction				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	53,100	CY	\$15	\$797,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	53,100	CY	\$5	\$266,000
Geotextile Tubes	4,310	LF	\$25	\$108,000
Polymer Treatment - Settling In Containment Berm	53,100	CY	\$2	\$107,000
Sediment and Erosion Control	1	Each	\$41,040	\$42,000
Contingency (25%)				\$353,000
Subtotal				\$1,763,000
Haul to Zone 1	42,480	CY	\$14	\$595,000
Project Total				\$2,358,000
Haul to Zone 2	42,480	CY	\$10	\$425,000
Project Total				\$2,188,000
Haul to Zone 3	42,480	CY	\$14	\$595,000
Project Total				\$2,358,000
Haul to Zone 4	42,480	CY	\$18	\$765,000
Project Total				\$2,528,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

Table C-4 Dark Island Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
Engineering Services				
Design and Permitting	1	Each	\$40,000	\$40,000
Hydrographic Survey	1	Each	\$15,000	\$15,000
Construction Administration & Observation	1	Each	\$35,000	\$35,000
Subtotal				\$90,000
Construction				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	22,100	CY	\$15	\$332,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	22,100	CY	\$5	\$111,000
Geotextile Tubes	1,790	LF	\$25	\$45,000
Polymer Treatment – Settling In Containment Berm	22,100	CY	\$2	\$45,000
Sediment and Erosion Control	1	Each	\$18,690	\$19,000
Contingency (25%)				\$161,000
Subtotal				\$803,000
Haul to Zone 1	17,680	CY	\$14	\$248,000
Project Total				\$1,051,000
Haul to Zone 2	17,680	CY	\$10	\$177,000
Project Total				\$980,000
Haul to Zone 3	17,680	CY	\$14	\$248,000
Project Total				\$1,051,000
Haul to Zone 4	17,680	CY	\$18	\$319,000
Project Total				\$1,122,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

Table C-5 Steinhatchee Boat Ramp Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
Engineering Services				
Design and Permitting	1	Each	\$35,000	\$35,000
Hydrographic Survey	1	Each	\$15,000	\$15,000
Construction Administration & Observation	1	Each	\$30,000	\$30,000
Subtotal				\$80,000
Construction				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	6,300	CY	\$15	\$95,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	6,300	CY	\$5	\$32,000
Geotextile Tubes	510	LF	\$25	\$13,000
Polymer Treatment - Settling In Containment Berm	6,300	CY	\$2	\$13,000
Sediment and Erosion Control	1	Each	\$7,290	\$8,000
Contingency (25%)				\$63,000
Subtotal				\$314,000
Haul to Zone 1	5,040	CY	\$18	\$91,000
Project Total				\$405,000
Haul to Zone 2	5,040	CY	\$18	\$91,000
Project Total				\$405,000
Haul to Zone 3	5,040	CY	\$18	\$91,000
Project Total				\$405,000
Haul to Zone 4	5,040	CY	\$10	\$51,000
Project Total				\$365,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

Upload #5

Applicant: Taylor County Board of Commissioners
Application Number: RDC2020000232
Project Title: Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp
Status: Work in Progress
Document Title: State Clearinghouse letter

From: Stahl, Chris Chris.Stahl@dep.state.fl.us
Subject: State_Clearance_Letter_For_FL201907028643C_Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp, Taylor County
Date: September 16, 2019 at 2:33 PM
To: mbeaudry@langtonconsulting.com

CS

September 16, 2019

Melissa Beaudry
Langton Consulting
4830 Atlantic Boulevard
Jacksonville, Florida 32207

RE: Department of Treasury - Restore Act - Direct Component, Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp, Taylor County, Florida
SAI # FL201907028643C

Dear Melissa:

Florida State Clearinghouse staff has reviewed the proposal under the following authorities: Presidential Executive Order 12372; § 403.061(42), Florida Statutes; the Coastal Zone Management Act, 16 U.S.C. §§ 1451-1464, as amended; and the National Environmental Policy Act, 42 U.S.C. §§ 4321-4347, as amended.

The Florida Department of Environmental Protection's Northeast District has determined that as stated in the Preliminary Engineering Report, these projects shall be reviewed by FDEP, under the Environmental Resource Permitting (ERP) program for dredging and material disposal. The Northeast District recommends that the applicant please contact our permitting section to schedule a Pre-application meeting. In addition, please note that a separate ERP permit will also be required from the U.S. Army Corps of Engineers.

Based on the information submitted and minimal project impacts, the state has no objections to the proposed projects. The state's final concurrence of the project's consistency with the FCMP will be determined during any environmental permitting processes, in accordance with Section 373.428, Florida Statutes.

Thank you for the opportunity to review the proposed plan. If you have any questions or need further assistance, please don't hesitate to contact me at (850) 717-9076.

Sincerely,

Chris Stahl

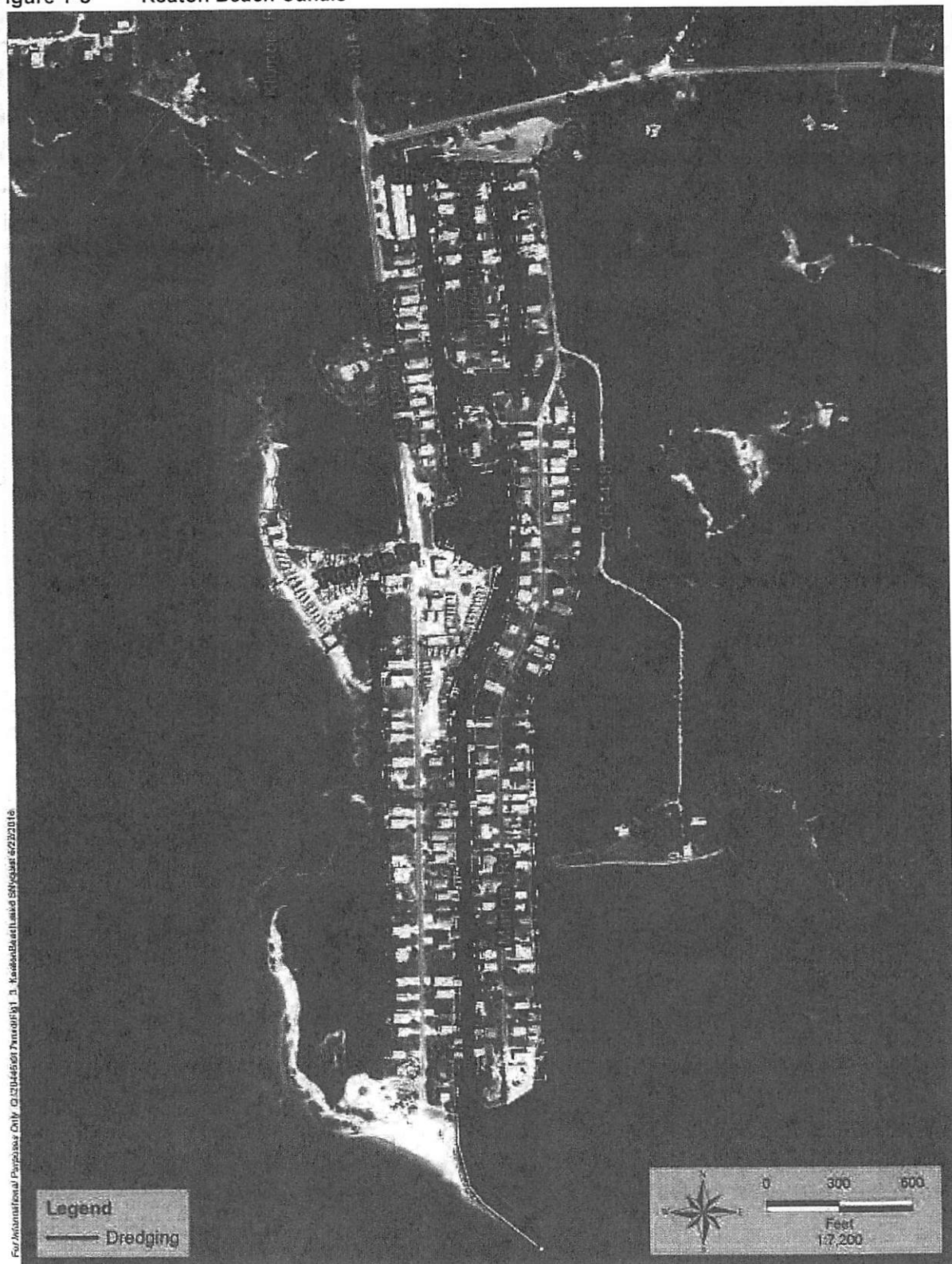
Chris Stahl, Coordinator
Florida State Clearinghouse
Florida Department of Environmental Protection
2600 Blair Stone Road, M.S. 17

2000 Brian Stone Road, W.O. #1
Tallahassee, FL 32399-2400
ph. (850) 717-9076
State.Clearinghouse@dep.state.fl.us

Upload #6

Applicant: Taylor County Board of Commissioners
Application Number: RDC2020000232
Project Title: Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp
Status: Work in Progress
Document Title: Keaton Beach

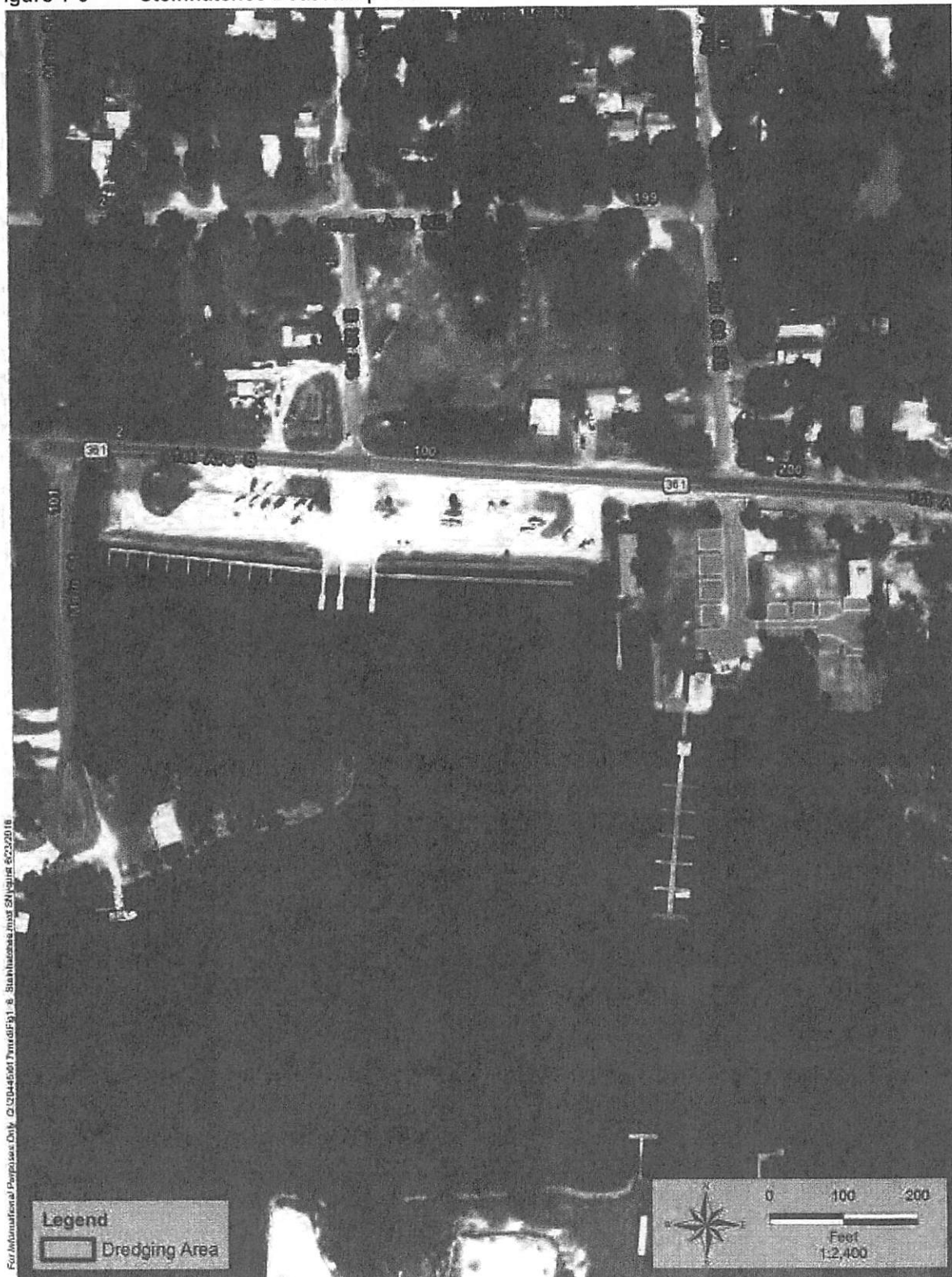
Figure 1-3 Keaton Beach Canals



Upload #7

Applicant:	Taylor County Board of Commissioners
Application Number:	RDC2020000232
Project Title:	Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp
Status:	Work in Progress
Document Title:	Steinhatchee Boat Ramp

Figure 1-6 Steinhatchee Boat Ramp Area

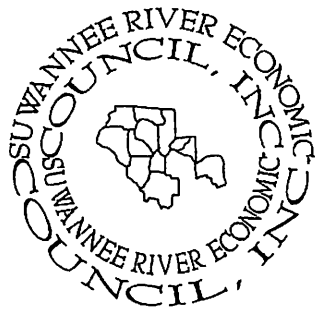


COMMITTEE ASSIGNMENTS - 2020

MONTHLY	QUARTERLY	BI-ANNUAL	AS NEEDED	VARIED
AIRPORT	NF ECONOMIC DEVEL PART	EQUAL EMPLOYMENT OPPORTUNITY	BUDGET/ FINANCE	RESTORE ACT
AUCILLA LANDFILL	SUW RIVER ECON COUNCIL		HOUSING/CDBG	SM CO COALITION
BIG BEND H2O/SEWER	3 RIVERS LIBRARY			
DMH	TRANS DISADVANTAGE			
FCH				
HUMANE SOCIETY				
N. CTRL FL REGIONAL PLAN				
TCDA				
TCRAB				
TDC				

PAM	MALCOLM	JIM	SEAN	THOMAS
TCDA (MO)	AUCILLA LANDFILL (MO)	AIRPORT (MO)	BIG BEND H2O/SEWER (MO)	N CTRAL FL REG PLAN (MO)
FCH (MO)	SUW RIVER ECON CO (1/4)	DMH (MO)	TDC (MO)	TCRAB (MO)
HUMANE SOC (MO)	BUDGET/FINANCE (AS NEEDED)	RESTORE ACT (VARIED)	3 RIVERS LIBRARY (1/4)	TRANS DISADVANTAGE (1/4)
SM CO COALIT (VAR)	SM CO COALITION (VARIED)	HOUSING/CDBG (AS NEEDED)	EQUAL EMPL OPPORT (BI-AN)	NF ECON DEV PARTNER (1/4)

ORGANIZATION	LOCATION	TIME	FREQUENCY	CONTACT
AIRPORT	AIRPORT BOARDROOM	12 NOON	MONTHLY, 4 TH WED	WARD KETRING 838-3553
AUCILLA LANDFILL	LANDFILL, GREENVILLE	VARIES	MONTHLY, 3 RD MON	JOHN MC HUGH 850-948-4875
BIG BEND H2O/SEWER	BBWA BLDG, STEINHATCHEE	6 PM	MONTHLY, 4 TH TUES	MARK REBLIN 352-498-3576
BUDGET/FINANCE	BOCC BOARD ROOM	VARIES	AS NEEDED	CO ADMININISTRATOR
DMH	DMH	6 PM	MONTHLY, LAST TUES	DMH ADMIN 584-0885
EQUAL EMPLOYMENT	BOCC BOARD ROOM	VARIES	BI-ANNUAL	TRACI ROWELL
FCH	FCH	11 AM	MONTHLY, 2 ND TUES	CO ADMINISTRATOR
GULF CON/RESTORE ACT	VARIES AT A GULF COAST CO	VARIES	VARIES	CHRIS HOLLEY 850-922-4300
HOUSING/CDBG	BOCC BOARD ROOM	VARIES	AS NEEDED	JAMI BOOTHBY 838-3553
N FL WORKFORCE CONSOR				
N CENT FL REG PLAN COUN	HOLIDAY INN, LAKE CITY	7:30 PM	MONTHLY, LAST THURS	SCOTT KOONS 352-955-2200
N FL ECON DEV PARTNER	VARIES	VARIES	QUARTERLY	JEFF HENDRY
SM COUNTY COALITION	VARIES, CO-LOCATED W/FAC	VARIES	W/FAC MEETINGS	CHRIS DOOLIN 850-224-3180
SUW RIVER ECONOMIC COUNCIL	LIVE OAK SR CENTER	6 PM	QUARTERLY	FRANCIS TERRY 386-362-4078
TDC	CHAMBER BOARD ROOM	12 NOON	MONTHLY, 2 ND THURS	DAWN TAYLOR 584-5366
TCRAB	BOCC BOARD ROOM	12 NOON	MONTHLY, 2 ND TUES	CO ADMININSTRATOR
TCDA	HISTORIC PERRY STATION	12 NOON	MONTHLY, 2 ND MON	TISHA PENNY 584-5627
THREE RIV REG LIBRARY	ROTATES BETWEEN TAYLOR, DIXIE, LAFAYETTE & GILCHRIST COUNTIES	7:30 PM	QUARTERLY	CHERYL PULLIAM
TRANS DISADVANTAGED	BOCC BOARD ROOM	1 PM	QUARTERLY	JAMI BOOTHBY 838-3553



Suwannee River Economic Council, Inc.

**Post Office Box 70
Live Oak, Florida 32064**

Administrative Office - Phone (386) 362-4115

Fax (386) 362-4078

E-Mail: mattpearson@suwanneec.net

Website: www.srecinc.org

January 28, 2020

Ms. Pam Feagle, Chairperson
Taylor County Commissioners
201 E. Green Street
Perry, Florida 32347

Dear Ms. Feagle:

The Suwannee River Economic Council, Inc. Board of Directors is constituted so that one-third of the members is comprised of local elected officials or their representatives. The Taylor Board of County Commissioners' past representative was Mr. Malcolm Page. Each year, the Department of Economic Opportunity requires confirmation of the continuation of the existing representative and/or the appointment of a new representative.

The Community Service Administration Regulation requires that one-third of the members of the Suwannee River Economic Council, Inc. Board are elected officials currently holding office or their representatives.

Therefore, please consider this item at your next Commission meeting. Following your meeting, please advise us in writing as to the name, address, and phone number of your selected representative. Your continued support and assistance is really appreciated.

Sincerely,
SUWANNEE RIVER ECONOMIC COUNCIL, INC.

Matt Pearson
Executive Director

MLP/bsp

cc: SREC Board File
SREC Reading File
Ms. Annie Mae Murphy, Clerk of Courts
Ms. LaWanda Pemberton, County Administrator
Mr. Malcolm Page, Board Member

Celebrating

SERVING

BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION

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ADDITIONS TO THE AGENDA

February 18, 2020

PUBLIC REQUESTS

REMOVE

12. – RYAN ASMUS, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TO APPEAR TO PROVIDE UPDATE ON THE PROPOSED TOLL ROAD PROJECT.

REMOVE

13. – PADRAIC JUAREZ, ADMINISTRATOR, TAYLOR COUNTY HEALTH DEPARTMENT, TO APPEAR TO PROVIDE UPDATE ON THE CORONAVIRUS.