

AMENDED AGENDA-2

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

**TUESDAY, FEBRUARY 21, 2017
6:00 P.M.**

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

REGULAR MEETING

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 (Guest Pastor)
2. Pledge of Allegiance
3. Approval of Agenda

CONSENT ITEMS:

4. THE BOARD TO CONSIDER APPROVAL OF MINUTES OF DECEMBER 8 AND 13, 2016, AND JANUARY 3, 9, 17, AND 24 (2), 2017.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS (3), TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS AGENDAED BY COUNTY FINANCE.
- 6-A. THE BOARD TO CONSIDER APPROVAL OF AN INVOICE FROM THE CITY OF PERRY, FOR THE BOARD'S PORTION OF THE CONTRIBUTION DUE TO THE COMMUNITY REDEVELOPMENT AGENCY (\$20,596.89), AND THE APPROVAL OF A BUDGET TRANSFER FOR \$600 FROM GENERAL FUND "RESERVE FOR CONTINGENCY", AS AGENDAED BY COUNTY FINANCE.
- 6-B. THE BOARD TO CONSIDER APPROVAL OF INVOICE FROM SMALL COUNTY COALITION, IN THE AMOUNT OF \$4,607, FOR PARTICIPATION FOR FY 2016-17, AND OF A BUDGET TRANSFER, IN THE AMOUNT OF \$2,000 FROM RESERVE FOR CONTINGENCY TO COVER BUDGET SHORTFALL IN ACCOUNT, AS SUBMITTED BY TED LAKEY, COUNTY ADMINISTRATOR.

BIDS/PUBLIC HEARINGS:

- 6-C. THE BOARD TO RECEIVE PROPOSALS FOR FIRE ASSESSMENT FEE STUDY, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
- 6-D. THE BOARD TO RECEIVE PROPOSALS FOR CONSTRUCTION OF FIRE DEPARTMENT TRAINING TOWER, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

COUNTY STAFF ITEMS:

- 7. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUPPLEMENTAL REIMBURSEMENT AGREEMENT FOR THE WIDENING & RESURFACING OF CARLTON CEMETERY ROAD, AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR, AS AGENDAED BY COUNTY ENGINEER, KENNETH DUDLEY.
- 8. THE BOARD TO CONSIDER AWARD OF THE CARLTON CEMETERY ROAD WIDENING & RESURFACING PROJECT AND ASSOCIATED CEI SERVICES PROPOSAL FROM DEWBERRY/PREBLE-RISH, INC., AS AGENDAED BY THE COUNTY ENGINEER.
- 9. THE BOARD TO REVIEW AND DISCUSS THE PERRY-FOLEY AIRPORT SOLAR FARM FEASIBILITY STUDY AND THE VIABILITY OF A SOLAR FARM BEING LOCATED AT THE AIRPORT, AS AGENDAED BY GRANTS DIRECTOR, MELODY COX.
- 10. THE BOARD TO REVIEW AND CONSIDER APPROVAL, BY RESOLUTION, OF THE UPDATED TAYLOR COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN WITH ANNEX 1 AND ANNEX 2, AS AGENDAED BY EM DIRECTOR, STEVE SPRADLEY.

COUNTY ATTORNEY:

- 11. THE BOARD TO CONSIDER INSTRUCTING THE ATTORNEY TO DRAFT A RESOLUTION HONORING HUNTER AND HOLLY BANKEY, FOR THEIR DONATION OF \$34,915, TO FUND A FIFTEEN (15) PASSENGER VAN FOR THE TAYLOR COUNTY EXTENSION OFFICE, TO SUPPORT 4-H/COUNTY EXTENSION PROGRAMMING EFFORTS.
- 11-A. THE BOARD TO CONSIDER INSTRUCTING THE COUNTY ATTORNEY TO DRAFT A RESOLUTION REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CONTINUE THE PROCESS OF TRANSFERRING A SECTION OF STATE ROUTE 55, A/K/A US ROUTE 221, FROM THE CITY LIMITS OF PERRY TO THE INTERSECTION OF COUNTY ROAD 359, A/K/A WRIGHT ROAD, AND SUBSEQUENTLY TRANSFER COUNTY ROAD 359, A/K/A/ WRIGHT ROAD, TO FDOT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 11-B. THE BOARD TO REVIEW AND CONSIDER INSTRUCTING THE COUNTY ATTORNEY TO DRAFT A RESOLUTION ESTABLISHING A ONE (1) YEAR MORATORIUM ON THE CULTIVATION, PROCESSING OR DISPENSING OF CANNABIS, INCLUDING LOW-THC CANNABIS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR ITEMS:

- 12. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED
ITEMS:

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE: www.taylorcountygov.com
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT JAMI BOOTHBY, ASSISTANT TO THE COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- 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.

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, 2017, to be in excess of the advertised budget.

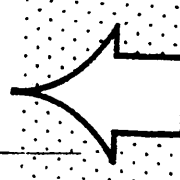
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the GENERAL FUND budget for the fiscal year ending September 30, 2017.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$64,628	001-3342007	911 Rural County Maintenance Grant
Expenditures:		
\$64,628	0255-54630	R&M - Office 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 21st day of February, 2017 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2017 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
HERE**

(New Grant Awarded for 2017 FY- "Fall 2016" Rural County reimbursement Grant Program-911)

911 Rural County Maint Reimbursement Grant Dept. #0255

Revenue	Department of Management Services	\$64,628.00
	For upkeep and maintenance of E911 systems in rural areas	
Total Revenue Dept.#0255		\$64,628.00

911 Rural County Maint Reimbursement Grant Dept. #0255

Expenditures		
54630	R&M OFFICE MACHINES/EQUIP	\$64,628.00
	Cost associated with repair or maint. of 911	
56400	CAPITAL OUTLAY -EQUIPMENT	
Total Revenue Dept.#0255		\$64,628.00

Source: Sarah Whirist (Sheriff E911) 2017
2/8/17

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, 2017, 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, 2017.

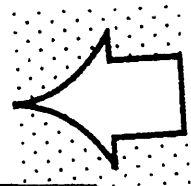
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$862	001-3312010	Emergency Management Performance Grant (EMPG)
Expenditures:		
\$336	0224-54300	Utilities
\$488	0224-54610	R&M Equip
\$ 38	0224-54640	R&M Auto
\$862	Total Expenditures	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 21st day of February, 2017 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2017 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Balance of EMPG Grant as of 9/30/16 - \$862)



**SIGN
HERE**

SUNGARD PENTAMATION, INC.
DATE: 02/09/2017
TIME: 12:37:35

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 2
EXPSTAIL

SELECTION CRITERIA: expdgr.key_orig in ('1226','2224')
ACCOUNTING PERIOD: 13/16

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

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-525 EMERG. DISASTER RELIEF
TOTL/DEPT-2224 EMPG GRANT (7/1-9/30)

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	.00	7,922.00	7,922.00	7,585.95	336.05	95.76
52110	FICA/MEDICARE TAXES	.00	606.00	606.00	532.54	73.46	87.88
52200	RETIREMENT CONTRIBUTIONS	.00	596.00	596.00	570.50	25.50	95.72
52300	HEALTH INSURANCE	.00	4,670.00	4,670.00	4,276.11	393.89	91.57
52320	LIFE INSURANCE	.00	11.00	11.00	9.72	1.28	88.36
54610	R&M BUILDINGS & GROUNDS	.00	32.00	32.00	.00	32.00	.00
TOTAL EMPG GRANT (7/1-9/30)		.00	13,837.00	13,837.00	12,974.82	862.18	93.77

FY6
9/30/16

Carry forward Balance
@ 9/30/16, to 2016/2017 FY Budget:

Dept # 0224 (Emergency 10/1 - 6/30)

Breakdown
provided by
Emergency Mgt.
Dept.

0224-54300 Utilities \$336
0224-54610 R&M Equip 1488
0224-54640 R&M Auto \$38

Total \$862

9/29/17

Tammy Taylor

From: Kristy Anderson <kristy.anderson@taylorcountygov.com>
Sent: Friday, December 30, 2016 11:35 AM
To: Tammy Taylor
Cc: Steve Spradley
Subject: 0226 Budget Amendment Carry-Forward

Good Morning,

Please carry-forward the following balances from 1226 and 2224 to the 0226 cost-center at your earliest convenience. Please call me if you have any questions.

(1226) already picked acct

596.00 From 1226-51200 to 0226-54100 communications

110.00 from 1226-52100 to 0226-54100 communications

28.00 from 1226-25500 to 0226-54100 communications

50.00 from 1226-53401 to 0226-54100 communications

99.00 from 1226-54100 to 0226-54100 communications

290.00 from 1226-54300 to 0226-54100 communications

40.00 from 1226-54610 to 0226-54100 communications

50.00 from 1226-54620 to 0226-55250 uniforms

75.00 from 1226-55202 to 0226-54610 R&M Equip.

25.00 from 1226-55401 to 0226-55102 off. Equip.

1345 total 1226 to 0226

336.00 from 2224-51200 to 0226-54300 utility

73.00 from 2224-52110 to 0226-54610 R&M

25.00 from 2224-52200 to 0226-54610 R&M Equip.

390.00 from 2224-52300 to 0226-54610 R&M Equip.

32.00 from 2224-54610 to 0226-54640 R&M Auto

886 total

1224 to 0224

Thank you!

Kristy Anderson

Taylor County Emergency Management Coordinator

591 Hwy 27 East

Perry, Florida 32347

(850) 838-3575 office

(850) 843-4834 cell

Kristy.anderson@taylorcountygov.com

<http://taylorcountvem.com/>

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, 2017, 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, 2017.

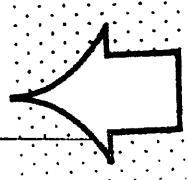
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$1,345	001-3345110	Emergency Management (EMPA) Grant
Expenditures:		
\$1,220	0226-54100	Communications
\$ 75	0226-54610	R&M buildings and grounds
\$ 50	0226-55250	Uniforms
\$1,345	Total Expenditures	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 21st day of February, 2017 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2017 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Balance of EMPA Base Grant as of 9/30/16 FYE - \$1,345)



**SIGN
HERE**

SUNGARD PENTAMATION, INC.
DATE: 02/09/2017
TIME: 12:37:35

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expldgr key_orgn in ('1226', '2224')
ACCOUNTING PERIOD: 13/16

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

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY 525 EMERG. DISASTER RELIEF
TOTL/DEPT-1226 EMPA BASE GRANT(7/1-9/30)

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	.00	11,869.00	11,869.00	11,272.80	596.20	94.98
51400	OVERTIME	.00	.00	.00	32.03	-32.03	.00
52110	FICA/MEDICARE TAXES	.00	908.00	908.00	797.34	-110.66	87.81
52200	RETIREMENT CONTRIBUTIONS	.00	536.00	536.00	507.58	28.42	94.70
52300	HEALTH INSURANCE	.00	4,369.77	4,369.77	4,369.77	.00	100.00
52320	LIFE INSURANCE	.00	12.00	12.00	11.70	.30	97.50
52400	WORKERS' COMPENSATION	.00	535.00	535.00	532.58	2.42	99.55
53401	CONTRACTUAL SERVICES	.00	1,800.00	1,800.00	1,750.00	50.00	97.22
54000	TRAVEL & PER DIEM	.00	502.00	502.00	502.00	.00	100.00
54100	COMMUNICATIONS	.00	2,225.00	2,225.00	2,125.36	99.64	95.52
54300	UTILITY SERVICES	.00	3,249.23	3,249.23	2,952.77	296.46	90.88
54610	R&M BUILDINGS & GROUNDS	.00	150.00	150.00	109.48	40.52	72.99
54620	R&M EQUIPMENT	.00	50.00	50.00	.00	50.00	.00
54907	LICENSE/PERMIT/REGISTRAT	.00	120.00	120.00	117.55	2.45	97.96
55202	SAFETY PRODUCTS/SUPPLIES	.00	75.00	75.00	.00	75.00	.00
55401	BOOK/PUBL/SUB/MEMB/TRAIN	.00	50.00	50.00	25.00	25.00	50.00
TOTAL EMPA BASE GRANT(7/1-9/3		.00	26,451.00	26,451.00	25,105.96	1,345.04	94.91

9/30/16 FYE

Carry forward
Budget Balance
to 2016/2017 FY

Dept #0226 (EMPA Base Grant 10/1-6/30)

0226-54100 * 1220.00 (communications)
0226-55250 * 50.00 (uniforms)
0226-54610 * 75.00 (R&M equip)
~~0226-55401 * 25.00 (book equip)~~

Breakdown by
provided by
various
Dept

0.00
1,220.00
50.00
75.00
1,345.00

1,345.00

8/29/17

Tammy Taylor

From: Kristy Anderson <kristy.anderson@taylorcountygov.com>
Sent: Friday, December 30, 2016 11:35 AM
To: Tammy Taylor
Cc: Steve Spradley
Subject: 0226 Budget Amendment Carry-Forward

Good Morning,

Please carry-forward the following balances from 1226 and 2224 to the 0226 cost-center at your earliest convenience. Please call me if you have any questions.

(17203) already pushed acct

596.00 From 1226-51200 to 0226-54100 communications

110.00 from 1226-52100 to 0226-54100 communications

28.00 from 1226-25500 to 0226-54100 communications

50.00 from 1226-53401 to 0226-54100 communications

99.00 from 1226-54100 to 0226-54100 communications

290.00 from 1226-54300 to 0226-54100 communications

40.00 from 1226-54610 to 0226-54100 communications

50.00 from 1226-54620 to 0226-55250 uniforms

75.00 from 1226-55202 to 0226-54610 R&M Equip.

25.00 from 1226-55401 to 0226-55102 off. Equip.

336.00 from 2224-51200 to 0226-54300 utility

73.00 from 2224-52110 to 0226-54610 R&M

25.00 from 2224-52200 to 0226-54610 R&M/Equip.

390.00 from 2224-52300 to 0226-54610 R&M Equip.

32.00 from 2224-54610 to 0226-54640 R&M Auto

856 total

from 1224 to 0224

Thank you!

Kristy Anderson

Taylor County Emergency Management Coordinator

591 Hwy 27 East

Perry, Florida 32347

(850) 838-3575 office

(850) 843-4834 cell

Kristy.anderson@taylorcountygov.com

<http://taylorcountyem.com/>

6A

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



MEETING DATE REQUESTED:

2/21/17

Statement of Issue:

2016/2017 FY

The Board to consider approval of the Invoice from the City of Perry, for the BCC's portion of the contribution due to the CRA; and also to consider approval of a budget transfer for \$600 from the general fund "reserve for contingency.

Recommended Action:

Approval of Invoice \$20,596.89

Approval of Budget Transfer from Contingency \$600.00

Fiscal Impact:

\$20,000 is a budgeted expense; contingency funds will be reduced by \$600 to cover the difference in the invoice and the budget

Budgeted Expense:

yes (with the exception of \$600; the expense was under-projected when the budget was prepared)

Submitted By:

Tammy Taylor, County Finance Director

Contact:

838-3506, ext. 122

ttaylor@taylorclerk.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

approve Invoice and budget transfer, to comply with ordinance

Attachments:

INVOICE/Letter of request for payment to the City of Perry, and a copy of the BCC budget for this expenditure as of 10/1/16

(2016/2017 FY)



Feb. 1, 2017

Taylor County Board of County Commissioners
c/o Annie Mae Murphy
Clerk of Circuit Court
108 N. Jefferson Street, suite 102
Perry, FL 32348

Dear Ms. Murphy,

On behalf of the City of Perry's Community Redevelopment Agency, I am respectfully requesting funds in the amount of \$20,596.89. The enclosed information details how this amount was determined.

Please call me if you have any questions.

Sincerely,

(expenditure acct # 034-58107)

Penny B. Staffney
Director of Finance

Enclosure

aguda/consent 2/21/17 [signature]

(approve payment
and \$600 transfer
new contingency)

budget 2016/17

Community Redevelopment Agency
Redevelopment Trust Fund
July 20, 2016

Difference Between 2015/16 and 1993 Property Values:

\$2,993,529

Line 3 DR-420TIF

Taylor County Operating Millage

\$2,993,529

~~0.0072426~~

Per statute minus 5 percent

\$21,680.93

Amount Due from Taylor County

-5% (\$1,084.05)

\$20,596.89

*Bac To
pay this
out
2-15-17*

City of Perry Operating Millage

\$2,993,529

~~0.0057474~~

Per statute minus 5 percent

\$17,205.01

Amount Due from City of Perry

-5% (\$860.25)

\$16,344.76

Amount to be deposited into the
Redevelopment Trust Fund

\$36,941.64

**DETAIL BUDGET REQUEST
2016/2017 FISCAL YEAR**

DEPARTMENT: COMMUNITY REDEVELOPMENT
DEPARTMENT #: 0341

PREPARED BY: Tammy Taylor 5/31/16
Tammy Taylor, Finance Director

Account # Description

58107 CITY REDEVELOPMENT TRUST FUND

\$20,000

This expenditure is budgeted for payment to the City of Perry, for the "Community Redevelopment Trust Fund. The funds are used by the City of Perry to "finance (or refinance) community redevelopment undertaken pursuant to the City's Community Redevelopment Plan."

(Refer to City Ordinance No. 623 and No. 618; Fl.Statutes 163.340)

The City of Perry invoices the Board on an annual basis. Calculation for the County's portion due in the 2017 F.Y. is as follows:

Difference between 2016 & 1993 property values
x Taylor County operating millage
Total amount due from Taylor County

The 2016-2017 FY budget is an estimate, based on the amount billed and paid in the 2016 FY (paid \$19,505).

TOTAL BUDGET \$20,000

*Budgeted \$20,000 - actual Invoice
2/1/17 \$26,596.89*

Community Redevelopment Budget (tlt 5/31/16)

*(Needs \$600.00
Budget transfer
2017 FY)*

*2016/17
Budget*

*(+1,000
Decreased
Budget)*

65

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



MEETING DATE REQUESTED:

FEBRUARY 21, 2017

Statement of Issue:

2016/2017 FY

The Board to consider approval of invoice from Small County Coalition, and to consider approval of a budget transfer for \$2,000.00 from "Reserve for Contingency" to "Gen.Operations/Finance-BCC" (0106), for budget shortfall in account 55401-Membership to pay attached invoice.

Recommended Action:

Approval of budget transfer from Contingency \$2,000.00

Fiscal Impact:

Contingency funds will be reduced by \$2,000 to cover the difference in the invoice and the budget.

Budgeted Expense:

Yes (with the exception of \$2,000; the expense was under-projected when the budget was prepared.

Submitted By:

County Administrator

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Approve budget transfer to comply with ordinance.

Attachments:

Ordinance, Invoice and copy of BCC budget

SMALL COUNTY COALITION

1118-B Thomasville Road, Tallahassee, Fla. 32303

1-850-224-3180

RECEIVED

DEC 14 2016

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

INVOICE FOR PAYMENT

#002782
0106-55401
du to pay
Margit Dunn
12/13/16

To: Taylor County Board of County Commissioners
From: Commissioner Ralph Thomas, Chair - Small County Coalition
Re: Invoice for Payment of Small County Coalition Participation Fees
Date: December 12, 2016

CRISP RT

Request is made for payment in the amount of \$4,607.00 for services relating to the participation of the Taylor County Board of County Commissioners in the Small County Coalition for Fiscal Year 2016-2017.

This payment reflects participation fees for services associated with the Small County Coalition that will be provided to the Taylor Board of County Commission as a regular member of the Small County Coalition during FY2016-2017.

The formula for determining your participation fee was approved during the 2016 Annual Meeting. The formula to determine participation fees for FY 2014-15 is as follows:

- 1.) A population assessment of 10 cents per capita is added to a base amount of \$2,000.00, with the population assessment capped at \$4,500.00. This portion of the participation fee provides funding for the coalition consultants and representation fees.
- 2.) A program assessment of \$350.00 is added to the population assessment and is utilized for coalition expenses such as mailings, meeting expenses, and other coalition activities.

Please make your check payable to ROBERT P. JONES & ASSOCIATES and mail it to the following address:

Small County Coalition
Robert P. Jones & Associates
1118-B Thomasville Road
Tallahassee, Florida 32303

Robert P. Jones & Associates is the administrator and fiscal agent for the Small County Coalition. All funds paid are utilized for services provided to Small County Coalition members.

Payment is requested within 30 days of the receipt of this invoice. If you have any questions, please contact Chris Doolin at 850-224-3180 or by E-mail at cdoolin@nettally.com.

Note:

- Robert P. Jones & Associates is the designated consulting firm and fiscal agent for Small County Coalition.

Small County Coalition Participation Fee for FY 16-17

The Participation Fee Formula is calculated based on three components – A Per Capita Range Component – calculated at 10 cents per capita added to a base of \$2,000.00 capped at \$4,500.00, and, a flat amount of \$350.00 added to each county's per capita range component. The participation fee is set during the Annual Meeting. The chart shows the following:

- (1) County
- (2) Population for 2010 – Source US Census.
- (3) FY 14-15 Fee – Adopted June of 2012 - Use 2010 Population and Increase Base to \$2,000.00; Maintain 10 cents per person added to \$2,000 base - capped at \$4,500.00; and, add flat amount of \$350 to the sum of base and per capita.
- (4) Proposed for FY 16-17 - Continue FY14-15 Dues Formula.

DEC 14 2015

WYNNE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

(1) County Name	(2) Population 2010 Census Bureau	(3) FY 14-15 Fee Utilize 2010 Population 1. Base of \$2,000.00 2. Add 10 cents per capita – capped at \$4,500.00 3. Add flat amount of \$350 to total.	(4) Proposed Fee for FY 16-17 Utilize Formula used for FY 14-15
Liberty	7,369	\$3,086.90	\$3,086.90
Lafayette	7,633	\$3,113.30	\$3,113.30
Franklin	11,549	\$3,504.90	\$3,504.90
Glades	12,884	\$3,638.40	\$3,638.40
Calhoun	14,625	\$3,812.50	\$3,812.50
Jefferson	14,761	\$3,826.10	\$3,826.10
Hamilton	14,799	\$3,829.90	\$3,829.90
Union	15,535	\$3,903.50	\$3,903.50
Dixie	16,422	\$3,992.20	\$3,992.20
Gulf	15,863	\$3,936.30	\$3,936.30
Gilchrist	16,939	\$4,043.90	\$4,043.90
Holmes	19,927	\$4,342.70	\$4,342.70
Madison	15,186	\$3,868.60	\$3,868.60
Taylor	22,570	\$4,607.00	\$4,607.00
Washington	24,896	\$4,839.60	\$4,839.60
Baker	27,115	\$4,850.00	\$4,850.00
Wakulla	30,776	\$4,850.00	\$4,850.00
Bradford	28,520	\$4,850.00	\$4,850.00
Hardee	27,731	\$4,850.00	\$4,850.00
De Soto	34,862	\$4,850.00	\$4,850.00
Levy	40,801	\$4,850.00	\$4,850.00
Suwannee	41,551	\$4,850.00	\$4,850.00
Okeechobee	39,996	\$4,850.00	\$4,850.00
Hendry	39,140	\$4,850.00	\$4,850.00
Gadsden	46,389	\$4,850.00	\$4,850.00
Jackson	49,746	\$4,850.00	\$4,850.00
Walton	55,043	\$4,850.00	\$4,850.00
Columbia	67,531	\$4,850.00	\$4,850.00
Nassau	73,314	\$4,850.00	\$4,850.00
Sumter	93,420	\$4,850.00	\$4,850.00
Putnam	74,364	\$4,850.00	\$4,850.00
Monroe	73,090	\$4,850.00	\$4,850.00
Highlands	98,786	\$4,850.00	\$4,850.00
Flagler	95,696	\$4,850.00	\$4,850.00
Martin	146,318	\$4,850.00	\$4,850.00
Indian River	138,028	\$4,850.00	\$4,850.00
Citrus	141,236	\$4,850.00	\$4,850.00
Associate Members			
Santa Rosa -	151,372	\$4,850.00	\$4,850.00
Clay	190,039	\$4,850.00	\$4,850.00
Charlotte	159,978	\$4,850.00	\$4,850.00
Okaloosa	180,822	\$4,850.00	\$4,850.00

SMALL COUNTY COALITION

1118-B Thomasville Road, Tallahassee, Fla. 32303

1-850-224-3180

Invoice for 2016-17 Participation Fee

2016-2017 fees reflect action by the Board of Directors at the 2016 Annual Meeting and are based on the 2010 Census population.

Any questions – cdoolin@nettally.com

SUNGARD PENTAMATION, INC.
DATE: 02/17/2017
TIME: 15:31:09

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 5
AUDIT21

SELECTION CRITERIA: expledgr.key_orgn='0106'
ACCOUNTING PERIODS: 1/17 THRU 5/17

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT

TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0106 - GEN. OPERATIONS/FINANC-BCC

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
54977			RECORDING FEES	(cont'd)						
	10/01/16	11-1				200.00			POSTED FROM BUDGET SYSTEM	
	01/03/17	21-4		55093	000052 ANNIE MAE MURPHY		70.20	.00	BD TRUSTEES IIF/EASEM	
TOTAL			RECORDING FEES			200.00	70.20	.00		129.80
55101			OFFICE SUPPLIES			.00	.00	.00	BEGINNING BALANCE	
	10/01/16	11-1				1,200.00			POSTED FROM BUDGET SYSTEM	
	01/17/17	17-4	20170626-01		6340 PTM DOCUMENT SYS			189.80	2016 W2 FORMS, 1099 FORMS	
	01/17/17	17-4	20170626-99		6340 PTM DOCUMENT SYS			34.07	ESTIMATED SHIPPING/HANDLI	
	02/06/17	21-5	20170626-01	55350	6340 PTM DOCUMENT SYS		189.80	-189.80	2016 W2 FORMS, 1099 FORMS	
	02/06/17	21-5	20170626-99	55350	6340 PTM DOCUMENT SYS		34.07	-34.07	ESTIMATED SHIPPING/HANDLI	
TOTAL			OFFICE SUPPLIES			1,200.00	223.87	.00		976.13
55102			OFFC.EQUIP/FURN.<\$1,000			.00	.00	.00	BEGINNING BALANCE	
	10/01/16	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL			OFFC.EQUIP/FURN.<\$1,000			.00	.00	.00		.00
55110			OFFICE COPIER EXPENSE			.00	.00	.00	BEGINNING BALANCE	
	10/01/16	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL			OFFICE COPIER EXPENSE			.00	.00	.00		.00
55210			PETROLEUM PRODUCTS			.00	.00	.00	BEGINNING BALANCE	
	10/01/16	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL			PETROLEUM PRODUCTS			.00	.00	.00		.00
55230			COMPUTER SOFTWARE			.00	.00	.00	BEGINNING BALANCE	
	10/01/16	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL			COMPUTER SOFTWARE			.00	.00	.00		.00
55401			BOOK/PUBL/SUB/MEMB/TRAIN.			.00	.00	.00	BEGINNING BALANCE	
	10/01/16	11-1				8,400.00			POSTED FROM BUDGET SYSTEM	
	10/03/16	21-1		54592	000942 FLORIDA ASSOCIAT		2,811.00	.00	2016-2017 FAC DUES	
	10/18/16	21-1		54640	6756 GULF CONSORTIUM		1,000.00	.00	2017 SHARE/OCT-MAR'17	
	11/07/16	21-2		54793	5822 NATIONAL ASSOCIA		451.00	.00	2017 MEMBERSHIP DUES	
TOTAL			BOOK/PUBL/SUB/MEMB/TRAIN.			8,400.00	4,262.00	.00		4,138.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Projected
\$2,000
Shortfall

SUNGARD PENTAMATION, INC.
DATE: 02/17/2017
TIME: 15:32:13

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
AUDIT21

SELECTION CRITERIA: expledgr.key_orgn='9001'
ACCOUNTING PERIODS: 1/17 THRU 5/17

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 9001 - GENERAL FUND RESERVES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-580-590-9001-9001 - GENERAL FUND RESERVES										
59900	RESERVE FOR CONTINGENCY					.00	.00	.00	BEGINNING BALANCE	
	10/01/16	11-1				1,200,000.00			POSTED FROM BUDGET SYSTEM	
	11/10/16	25-2		20170052		-2,250.00			FACT DEDUCTIBLE-CLAIM	
	12/14/16	25-3		20170070		-5,500.00			CONTENG	
	12/14/16	25-3		20170071		-21,375.00			HCRA	
TOTAL	RESERVE FOR CONTINGENCY					1,170,875.00	.00	.00		1,170,875.00
59910	RESERVE CASH BAL NEXT FY					.00	.00	.00	BEGINNING BALANCE	
	10/01/16	11-1				2,000,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL	RESERVE CASH BAL NEXT FY					2,000,000.00	.00	.00		2,000,000.00
59915	RESERVE-CAPITAL PROJECTS					.00	.00	.00	BEGINNING BALANCE	
	10/01/16	11-1				2,539,110.00			POSTED FROM BUDGET SYSTEM	
	10/31/16	25-1		20170045		-3,850.00			CANAL DREDGE-CF'16 FUNDS	
	11/07/16	13-2				-633,942.00			TS HERMINE EXP @ 2016FYE	
	11/15/16	25-2		20170053		-100,000.00			CAP PROJECTS	
	11/15/16	25-2		20170056		-315,802.00			TS HERMINE 10/1-11/1/16	
	12/13/16	25-3		20170067		-8,580.00			CAP PROJECTS	
	12/19/16	25-3		20170072		-83,152.00			STORM HERMINE THR 12/6/16	
	02/06/17	25-5		20170097		-3,420.00			CAP PROJECTS	
TOTAL	RESERVE-CAPITAL PROJECTS					1,390,364.00	.00	.00		1,390,364.00
59916	RSRV-ECONOMIC DEVELOPMENT					.00	.00	.00	BEGINNING BALANCE	
	10/01/16	11-1				173,250.00			POSTED FROM BUDGET SYSTEM	
TOTAL	RSRV-ECONOMIC DEVELOPMENT					173,250.00	.00	.00		173,250.00
59917	RESERVE-CAPITAL/JAIL					.00	.00	.00	BEGINNING BALANCE	
	10/01/16	11-1				119,924.00			POSTED FROM BUDGET SYSTEM	
TOTAL	RESERVE-CAPITAL/JAIL					119,924.00	.00	.00		119,924.00
59918	RSRV-COMPENSATED ABSENCES					.00	.00	.00	BEGINNING BALANCE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SUNGARD PENTAMATION, INC.
DATE: 02/17/2017
TIME: 15:32:13

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 2
AUDIT21

SELECTION CRITERIA: expldgr.key_orgn='9001'
ACCOUNTING PERIODS: 1/17 THRU 5/17

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 9001 - GENERAL FUND RESERVES

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
59918				RSRV-COMPENSATED ABSENCES (cont'd)					
10/01/16	11-1				75,000.00			POSTED FROM BUDGET SYSTEM	
12/13/16	25-3		20170068		-28,000.00			RES FOR COMPENSATED ABSC	
TOTAL				RSRV-COMPENSATED ABSENCES	47,000.00	.00	.00		47,000.00
59927				RSRV-STEINHATCHEE (DONATE)	.00	.00	.00	BEGINNING BALANCE	
10/01/16	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL				RSRV-STEINHATCHEE (DONATE)	.00	.00	.00		.00
TOTAL TOTL/DEPT - GENERAL FUND RESERVES					4,901,413.00	.00	.00		4,901,413.00
TOTAL FUND - GENERAL FUND					4,901,413.00	.00	.00		4,901,413.00
TOTAL REPORT					4,901,413.00	.00	.00		4,901,413.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

(7)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO CONSIDER APPROVAL OF THE FDOT SUPPLEMENTAL REIMBURSEMENT AGREEMENT FOR THE WIDENING & RESURFACING OF CARLTON CEMETERY ROAD AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COMMISSIONERS.

MEETING DATE REQUESTED:

February 21, 2017

Statement of Issue:

The Florida Department of Transportation (FDOT) approved funding the widening and resurfacing of Carlton Cemetery Road (CR 30-A) from Puckett Road to US Hwy 19/98 in an amount not to exceed \$1,140,000.00. This amount proved insufficient to complete the entire project as planned.

Recommended Action: The Board of County Commissioners should accept and approve Supplemental Agreement No. 1 with the Florida Department of Transportation to provide an additional \$725,000.00 for the Carlton Cemetery Road project. Further, the Board should pass a Resolution authorizing execution of the Supplemental Agreement by the Chairperson.

Fiscal Impact:

FISCAL YR 2016/17 - \$1,140,000.00 SCOP Funding
FISCAL YR 2016/17 - \$725,000.00 Supplemental Funding

Budgeted Expense:

NO (FY 16/17)

Submitted By:

COUNTY ENGINEER

Contact:

COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Previously, the Board of County Commissioners approved the Small County Outreach Program agreement with the Florida Department of Transportation to provide \$1,140,000.00 for the widening and resurfacing of Carlton Cemetery Road (CR 30-A). On February 6, 2017, the Board received bids for the roadway project that more than exceeded the remaining available FDOT funding. Staff provided the bid results to FDOT along with a hopeful request for supplemental funding. FDOT District 2 (Mr. Barney Bennette and Mrs. Kim Evans) was able to secure \$725,000 of additional funding to fully meet the project's needs. Staff is recommending approval of the associated Supplemental Agreement No. 1 and further recommends that the Board pass the accompanying Resolution authorizing the Chair to execute said agreement on behalf of the Board of County Commissioners.

Options:

- 1) Accept and approve Supplemental Agreement No. 1 and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Supplemental Agreement No. 1 and state reasons for such denial.

Attachments:

Supplemental Agreement No. 1 – Carlton Cemetery Road
Resolution authorizing Chair to sign the agreement on behalf of the Commission

The Honorable Jody Devane, Chair Taylor County Board of County Commissioners 201 E. Green Street Post Office Box 620 Perry, Florida 32348	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM (SCOP) SUPPLEMENTAL AGREEMENT# 1	Financial Project ID: 434557-1-54-01
		Contract Number: G0667

PROJECT DESCRIPTION

Per Florida Statutes 339.2818, Taylor County desires to supplement the Small County Outreach Program Agreement (SCOP) as identified above. All provisions in the basic Agreement remain in effect except as expressly modified by this Supplement. The changes to the Agreement is described below:

Name: Carlton Cemetery Road Length

Termini: from Puckett Road to US 19/98

Description of Work: widening and resurfacing

Reason for Supplement: add construction funds to cover low bid in the amount of \$725,000.

TYPE OF WORK By Fiscal Year	(3) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(1) STATE & FEDERAL FUNDS (100%)
Design			
<u>2007-2008</u>	<u> </u>	<u> </u>	<u> </u>
<u>2008-2009</u>	<u> </u>	<u> </u>	<u> </u>
<u>2009-2010</u>	<u> </u>	<u> </u>	<u> </u>
Total Design Cost	<u> </u>	<u> </u>	<u> </u>
Right of Way			
<u>2008-2009</u>	<u> </u>	<u> </u>	<u> </u>
<u>2009-2010</u>	<u> </u>	<u> </u>	<u> </u>
<u>2010-2011</u>	<u> </u>	<u> </u>	<u> </u>
Total Right of Way Cost	<u> </u>	<u> </u>	<u> </u>
Construction			
<u>2015-2016</u>	<u>\$ 1,140,000.00</u>	<u> </u>	<u>\$ 1,140,000.00</u>
<u>2016-2017</u>	<u>\$ 725,000.00</u>	<u> </u>	<u>\$ 725,000.00</u>
<u>2017-2018</u>	<u> </u>	<u> </u>	<u> </u>
<u>2018-2019</u>	<u> </u>	<u> </u>	<u> </u>
Total Contract Costs	<u>\$ 1,865,000.00</u>	<u> </u>	<u>\$ 1,865,000.00</u>
Construction Engineering and Inspection			
<u>2012-2013</u>	<u> </u>	<u> </u>	<u> </u>
<u>2013-2014</u>	<u> </u>	<u> </u>	<u> </u>
<u>2014-2015</u>	<u> </u>	<u> </u>	<u> </u>
<u>2015-2016</u>	<u> </u>	<u> </u>	<u> </u>
Total Construction Engineering	<u> </u>	<u> </u>	<u> </u>
Total Cost of Project	<u>\$ 1,865,000.00</u>	<u> </u>	<u>\$ 1,865,000.00</u>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available. The Small County Outreach Program project (SCOP) statutory percentage is 75/25% as outlined in Section 339.2818, Florida Statutes. The SCOP allows for the County's 25% participation to be accomplished through payment of funds or in-kind services. However, Taylor County is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver for purposes of waiving the required 25% participation requirement outlined in Florida Statutes 339.2818. The Department has granted the REDI waiver.

The Honorable Jody Devane, Chair Taylor County Board of County Commissioners 201 E. Green Street Post Office Box 620 Perry, Florida 32348	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM (SCOP) SUPPLEMENTAL AGREEMENT# 1	Financial Project ID: 434557-1-54-01 Contract Number: G0667
--	--	--

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

TAYLOR COUNTY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name:
Title: District Two Secretary

Attest: _____
Name:
Title:

Attest: _____
Name:
Title:

Date: _____

Date: _____

As to form:

As to form:

Attorney

District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

RESOLUTION NO. _____

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 Small County Outreach Program (SCOP) Supplemental Reimbursement Agreement to widen and resurface Carlton Cemetery Road from Puckett Road to US Hwy 19/98 for approximately 1.9 miles, and

WHEREAS, Supplemental Agreement No. 1 will have no other effect on the Carlton Cemetery Road project or the prior agreement other than providing an additional \$725,000.00 of funding, and

WHEREAS, the Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 1.

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

1. The Chair of the Board is authorized to enter into the SCOP Supplemental Reimbursement Agreement to widen and resurface Carlton Cemetery Road from Puckett Road to US Hwy 19/98 for approximately 1.9 miles in Taylor County, Florida.

PASSED in regular session this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____

Pam Feagle, Chair

ATTEST:

ANNIE MAE MURPHY, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	COMMISSIONERS TO CONSIDER AWARD OF THE CARLTON CEMETERY ROAD WIDENING & RESURFACING PROJECT AND ASSOCIATED CEI SERVICES PROPOSAL FROM DEWBERRY PREBLE-RISH.
MEETING DATE REQUESTED:	February 21, 2017

Statement of Issue:

The Board received proposals for the widening and resurfacing of Carlton Cemetery Road on February 6, 2017. The Board appointed Ted Lakey, Hank Evans and Kenneth Dudley as the Bid Review Committee.

Bids received for the Project are as follows:

Anderson Columbia Co., Inc.	\$1,682,183.01
SANDCO, LLC	\$1,779,000.00
C.W. Roberts Contracting, Inc.	\$2,548,320.00

Recommended Action:

Staff recommends that the Board award the widening and resurfacing of Carlton Cemetery Road to Anderson Columbia as the lowest responsive bidder. Additionally, Staff also recommends approving the Construction Engineering Inspection proposal from Dewberry | Preble-Rish, Inc.

Fiscal Impact: FISCAL YR 2016/17 - \$1,140,000.00 SCOP Funding
FISCAL YR 2016/17 - \$725,000.00 Supplemental Funding

Budgeted Expense: FUNDING AVAILABLE

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board requested and received bids on February 3, 2017 for the widening and resurfacing of Carlton Cemetery Road from Puckett Road to US HWY 19/98, approximately 1.9 miles. On February 6, 2017, the three bids received were opened and distributed to the Bid Committee for review. These bids were reviewed and the results of that review area as follows:

Required Items	Company Name		
	Anderson Columbia Co., Inc.	C.W. Roberts Contracting, Inc.	SANDCO, LLC
Bid Bond	✓	✓	✓
Insurance - Liability /Workers Compensation	✓	✓	✓
Workers' Compensation Hold Harmless	N/A	✓	✓
Public Entity Crimes Affidavit	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓
Valid Business Contractor License/ FDOT PreQualified	✓	✓	✓
E-Verify Registration	✓	✓	✓
Proposed Subcontractors & Suppliers	X	✓	✓
Project References	✓	✓	✓
Project Addenda	✓	✓	✓
Proposal Amount	\$1,682,183.01	\$2,548,320.00	\$1,779,000.00

Although Anderson Columbia's response omitted their Proposed Supplier and Subcontractor information, they are typically found to self-perform a majority of the work and will be required to provide such information as a condition of the Award Notice for review and approval. Staff will work with Anderson Columbia to resolve any concerns with such information. Notwithstanding this issue, the Bid Committee recommends Anderson Columbia as the lowest responsive bidder and recommends awarding the Carlton Cemetery Road Widening/Resurfacing project to Anderson.

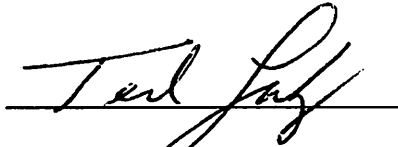
Under the terms and conditions of their Continuing Construction Engineering and Inspection (CEI) Services Contract, Dewberry|Preble Rish, Inc. was solicited to provide a proposal to perform CEI services for this project. This will be their first project providing CEI services for Taylor County. Dewberry has proposed a cost of \$75,797.50 for such services coincident with the proposed contractual term of the construction contract. Staff recommends approving Dewberry|Preble Rish's CEI proposal. With this final approval, the Carlton Cemetery Road Project will be able to commence.

Options:

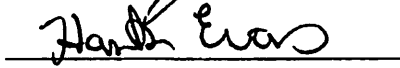
- 1) Award the Carlton Cemetery Road bid to Anderson Columbia as the lowest responsive bidder and approve the Dewberry|Preble-Rish proposal for Construction Engineering Inspection services.
- 2) Reject Anderson Columbia as the lowest responsive bidder and/or deny the Dewberry|Preble-Rish proposal for Construction Engineering Inspection stating reasons for such denial.
- 3) Consider an overall proposal that represents Taylor County's best interest as determined by the Board of County Commissioners.

Attachments:

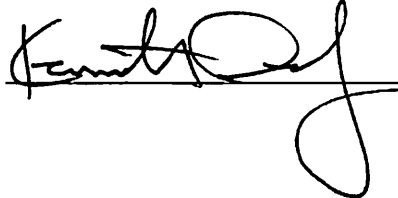
Dewberry CEI Proposal

Review Committee:

Ted Lakey, County Administrator



Hank Evans, Public Works



Kenneth Dudley, County Engineer

December 15th 2016

Kenneth Dudley, P.E.
County Engineer, Taylor County
201 E. Green Street
Perry, Florida 32347

RE: Carlton Cemetery Road/CR 30 Widening and Resurfacing, Taylor County

Dear Kenneth,

Thank you for the opportunity to provide you with this proposal for Construction Engineering Inspection (CEI) Services for the **Carlton Cemetery Road / CR 30 Widening and Resurfacing** project.

PROJECT UNDERSTANDING:

The Carlton Cemetery Road Widening & Resurfacing project is located south of the Perry Foley Airport. This project begins at CR 351A/Puckett Road, runs east along the north side of the Fenholloway River, and ends at US 19/SR 55. The total length of project is 1.899 miles. Carlton Cemetery Road is a rural two lane facility centered within 80' of right-of-way, has relatively flat topography and narrow shoulders. Ditches along both sides of the roadway provide stormwater attenuation and conveyance.

The existing pavement will be milled and mixed into the existing base for full depth reclamation. Each side of the road will be widened a maximum of two feet. The profile grade will be raised and shoulders widened to 10'. The majority of the driveways, residential and commercial, are located on the north side of the roadway. These driveways providing direct access to Carlton Cemetery Road, pass-through traffic, and intersections at each end of the project will be predominant considerations for MOT. Conditions that affect construction include the existing underground utilities that must be verified at the cross drain extensions. Protection from drop-offs created by the reclamation process and raising of the profile will also be a key safety component of the MOT for this project.

Based on plans provided by the EOR our understanding of the scope of improvements for this project is as follows: full depth reclamation of the existing roadway and widening to achieve two 12-foot travel lanes, construction of 10' stabilized grassed shoulders, cross drain extensions at three locations, side drain replacements, restoration of ditch conveyance, signage meeting MUTCD standards, striping of the improved roadway, construction of new paved driveway turnouts, and alleviation of the design clear zone of existing improvements and impediments in conformance with FDOT requirements.

The estimated project duration is approximately 180 calendar days providing about 130 construction work days. On the basis of 130 working days of construction, including a maximum of 20 working days between Substantial and Final Completion of the project, the basis for compensation includes a not-to-exceed budget for equivalent "Inspecting Days" plus additional

inspector support during paving operations of both project and plant support. A timeframe of two weeks is estimated for comprehensive paving operations.

SCOPE OF SERVICES:

Dewberry|Preble-Rish will be responsible for the following services:

General

- Dewberry|Preble-Rish, as the acting CEI, will abide by the provisions of the Contract for Professional Engineering Services, dated 08/18/2015, and as outlined in its Exhibit "A" outlining the Scope of Services for Construction Engineering Inspections. In accordance with the needs of the project as determined by Taylor County, elements of the scope of work specifically included or excluded for the project are clarified in the proposal.
- It shall be the responsibility of Dewberry|Preble-Rish to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
- Dewberry|Preble-Rish shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. Dewberry|Preble-Rish is designated by the County to negotiate and approve Supplemental Agreements that do not effect time or cost. Dewberry|Preble-Rish will report such activities in the weekly log. Any other Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by Dewberry|Preble-Rish. For any Supplemental Agreement, which includes time or cost, Dewberry|Preble-Rish shall prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Dewberry|Preble-Rish shall consult with the County, as it deems necessary and shall direct all issues, which exceed its delegated authority to the County for action or direction. Dewberry|Preble-Rish shall advise the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. CEI services provided by Dewberry|Preble-Rish shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.
- Dewberry|Preble-Rish shall assist in coordinating the Construction Contract administrative activities of all parties involved in completing the construction project. This shall include facilitation of coordination and response with and by the design EOR providing construction administration services to the project. Services shall include maintaining the required level of review of the Contractor compliance activities to assure compliance with the specifications, and special provisions of the Construction Contract. Dewberry|Preble-Rish shall maintain complete, accurate records of all compliance activities and events relating to the project performance and properly document all deficiencies. Pursuant to the contract Dewberry|Preble-Rish shall not be liable for failure of other parties to follow written direction from Dewberry|Preble-Rish as the project CEI. Dewberry|Preble-Rish will escalate non-compliance issues to the Taylor County Engineer, as Owner's representative, in the event that the County's interests are at stake as a result on non-compliance by others as it relates to conformance with the Construction Contract and project plans and specifications.

Length of Service

- Dewberry|Preble-Rish's services for this Construction Contract shall begin upon written notification to proceed by the county. For the duration of the project, Dewberry|Preble-Rish shall coordinate closely with the County and Contractor to minimize rescheduling activities due to construction delays or changes in scheduling of Contractor activities. The combined anticipated letting, procurement, and construction duration for the project is 240 days total. Dewberry|Preble-Rish's proposal is based on the assumption that the contract work will generally take place Monday-Friday, 8:00 AM to 5:00 PM, with limited overtime and weekend work for paving operations only. Dewberry|Preble-Rish reserves the right to revisit CEI fees based on actual contract time and contractor's schedule (i.e. overtime/weekend hours which require 3 days' notice, contract time extensions given to contractor, etc.).

Items furnished by CEI

- Office Automation – Dewberry|Preble-Rish will provide all supporting technology as required to fulfill the scope of CEI service for this project. This specifically includes Microsoft Office platforms for document preparation and correspondence, as well as Blue Team Review for formal report compilation with record photo arrays.
- Vehicles – Dewberry|Preble-Rish inspector will be fully equipped with appropriate inspection and safety equipment as necessary to effectively carry out the requirements of this project. Vehicles will have Preble-Rish or Dewberry|Preble-Rish visibly displayed on the vehicle.

Onsite Inspection

- Dewberry|Preble-Rish shall monitor the Contractor's onsite construction activities and inspect work, equipment, and material entering the work area in accordance with the plans, specifications, and special provision for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.
- Dewberry|Preble-Rish shall keep accurate records of the Contractor's daily operations and of significant events that affect the work.
- Dewberry|Preble-Rish shall be responsible for monitoring the contractor's inspection of Contractor's Work Zone Traffic Control Plan and review of modification to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plans, and require correction of any noncompliant MOT issues in accordance with FDOT's procedures.

Sampling & Testing

- Dewberry|Preble-Rish will provide daily surveillance of the Contractor's Quality Control activities and determine the acceptability of all materials and completed work items on the basis of either test results, verification of a certification, or applicable quality assurance reviews.
- Plant verification in accordance with Work Group 10.3 is included. Plant time is anticipated as 2 weeks (ten business days) for paving operations to include plant verification by a certified plant inspector (Asphalt 1 & 2).
 1. Asphalt Paving Level 1&2 (full time during paving operations, Work Group 10.1)

2. Asphalt Plant Level 1&2 (full time plant operations, Work Group 10.3)
3. QC Manager (as needed)
4. Earthwork Construction Inspection (as needed)
5. Concrete Field Tech Level 1 (as needed)

Specific Considerations & Inclusion

1. **Pre-Construction Conference:** Prepare for and conduct the project Pre-Construction Conference. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and the County. Prepare and distribute detailed minutes of the meeting.
2. **Construction Phase Meetings:** Prepare the agenda, attend, and conduct as-needed meetings with County personnel, EOR, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting, and distribute written minutes to the appropriate parties.
3. **Project Administration:** Provide project administration and coordinate with the County and EOR during the construction phase. Prepare for and attend, when required, any periodic or in-depth County inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist others that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor Dewberry|Preble-Rish hours worked on the project and justify need for overtime for approval. Prior to starting work, submit to County a final listing of personnel assigned to the project for review and approval.
4. **Construction Inspection:** Provide effective and qualified monitoring of all construction operations and QC being conducted by the contractor's personnel. All assigned inspectors will be certified in the applicable FDOT CTQP listed below:
 - a. Asphalt Paving Level 1&2 (full time during paving operations, Work Group 10.1)
 - b. Asphalt Plant Level 1&2 (full time plant operations, Work Group 10.3)
 - c. QC Manager (as needed)
 - d. Earthwork Construction Inspection (as needed)
 - e. Concrete Field Tech Level 1
 - f. SWPPP Certified (as needed)
 - g. Advanced MOT Certified
5. **Supplemental Agreements/Construction Change, VECP:** Notify the County of the necessity of any Supplemental Agreements/Construction Changes verifying what additional work will comprise, etc. Negotiate prices for additional pay items with the contractor while adhering to predefined project unit

pricing. Coordinate acceptance of prices with the County. Submit Value Engineering Change Proposals to the County for analysis and distribution.

6. **Reporting:** It shall be the responsibility of Dewberry|Preble-Rish to ensure that any and all reporting required by the County are met. Dewberry|Preble-Rish shall ensure that all reporting required for 100% reimbursement to the County is properly completed and submitted according to FDOT guidelines.
7. **Quality Assurance and Testing for Acceptance:** The intent is for Dewberry|Preble-Rish to monitor and oversee the testing provided by the contractor in the field as defined in the Contract, Plans, or Specifications, to monitor and oversee documentation of testing by the contractor. Also included as the responsibility of Dewberry|Preble-Rish is miscellaneous verification of application rates and dimensions and bearings to assure conformance to Plans and Specifications. In case of notification of defective asphalt as defined in the Specifications, Dewberry|Preble-Rish will submit the initial information and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by Dewberry|Preble-Rish for conformity to the Project Specifications. The certification documents submitted to the County will also be reviewed for completeness and conformance to the contract document. A Final Materials and Tests Certification as provided by the contractor will be submitted to the County with the Final Records.
8. **Progress Payments:** Dewberry|Preble-Rish will review the contractor's Progress Payments to verify the quantities using actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/ Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission to the County to recommend payment. Test reports will be on file prior to payment. The County must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the County.
9. **Revisions to the Contract Plans:** Any revision to the contract plans or cross sections are the responsibility of the EOR and coordinated with County representative.
10. **Distribution of Correspondence:** Include the County on all correspondence between the Engineer of Record, contractor, subcontractors, or others concerning matters related to the project including email.
11. **Inspection of Work:** Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe and verify the contractor's measurements and records of quantities for payment. Record field measurements in project records for review by the County or auditors. The records will be compiled and submitted to the County. Verify contractor's inspection of traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or observed problems immediately. Verify any and all pay quantities in the case of questions by the contractor or County. Prepare an accurate daily diary, signed by the inspector, consisting of:
 - Record of the contractors on the project.
 - Their personnel (number and classification)
 - Equipment (number and classification)
 - Location and work performed by each contractor or subcontractor
 - Directives given the contractor and relevant discussion

- Events of note on the project
 - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
 - Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
 - Days charged, with explanation if not charged
 - Equipment arriving or leaving the project, idle equipment
 - Any other details that may be important later in the project life
12. **Reports:** There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the County prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forward to the County for clarification at any time.
13. **Final Records:** Submit a compilation of project records in FDOT's standard format to the County (Final Record) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time, if required. Submit all final forms (FHWA-47, CC3, etc.) with the final records, if required. Coordinate consultant hours after the project completion with the county for approval.
14. **Project Claims:** Prepare documentation and assist in the defense of the County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
15. **Utility Relocation Coordination:** Coordination of utility relocations are included as a responsibility of the Contractor. Utility relocation shall be by the utility company. Dewberry|Preble-Rish will assist in coordinating with the County as needed to facilitate action by the Contractor or Utility Company as it relates to relation of conflict utilities.

SUMMARY OF PROJECT APPROACH:

As the project CEI, Dewberry|Preble-Rish will initiate project coordination by building a professional relationship with the project EOR. Dewberry|Preble-Rish will coordinate a meeting with the EOR to discuss proposed design and project approach in order to define priorities and facilitate consensus on construction phase collaboration required to ensure the success of the project as ultimately determined by Taylor County and the objectives set forth by each respective firm. Dewberry|Preble-Rish will maintain communication with the EOR in preparation for the Pre-Construction Conference to ensure expectations are clearly and jointly communicated to the Contractor by the EOR/CEI team. Dewberry|Preble-Rish will conduct its own pre-construction project assessment of the site for in-depth investigation into site specific challenges related to completion of the project scope, MOPT, schedule, and potential unforeseen and advise the County of its findings. The CEI lead will conduct a comprehensive project coordination meeting with the CEI team (PM, inspectors, support, etc.) to review the contents of this proposal, the provisions of the active Continuing Services contract, project plans and specifications, and aspects of inspection focus requested from the EOR related to specific project challenges and critical elements of the work. Dewberry|Preble-Rish will provide a committed assignment of its two (2) most qualified inspectors to the project. Inspectors will maintain current certifications for applicable work to be inspected as

outlined in the "Assigned Personnel" section of this proposal. Inspector will be pre-initiated with performance expectations defined by 1) Dewberry|Preble-Rish standards, 2) client expectations, 3) EOR priorities, 4) plans and specifications, and 5) over-arching FDOT and other relevant governing specifications. The CEI team will maintain open dialogue and coordination with the Taylor County Engineer and EOR. Inspectors maintain diligent reporting of construction operations, forwarding draft reports daily for advance notification of critical items if need be, and support staff will formalize and submit complete digital reports on a weekly basis. The CEI PM will track all relevant progress, cost, and correspondence and serve as the primary facilitator of project related communication by all parties. The CEI PM will act in the interests of Taylor County to administrate the Construction Contract. The CEI inspectors will provide primary oversight of construction operations as it relates to approvability and conformance with the project requirements. The CEI inspectors will proactively communicate daily with the contractor for planning of inspections for the contractor's work and notify project stakeholders of relevant milestones. The CEI inspector will direct action by the contractor in the field when necessary to correct or remediate deficient or nonconforming work and, when necessary, shall utilize his/her authority to stop the work as required for administration of the Construction Contract. The CEI team shall advise other stakeholders when the work is Substantially Complete in order to facilitate scheduled review by all parties. As the project progresses the CEI team will store project files and record documentation for streamlining of closeout documents at project completion. In the event that the EOR in its efforts to provide Construction Administration services, or the Contractor in its diligence to fulfill the provisions of the Construction Contract, should fail to act as required in the interests of the project Dewberry|Preble-Rish shall escalate such issues to the Taylor County Engineer for support in soliciting such required action.

ASSIGNED PERSONNEL:

CEI Role	Team Member	Relevant Credentials
CEI PM	Brenda Flanagan	ATSSA-Florida Advanced Work Zone Traffic Control-ID#37 Florida Department of Environmental Protection Stormwater Erosion & Sediment Control Inspector #27255
CEI Engineer	Donald Stanley	Asphalt Paving Level 1 Asphalt Paving Level 2 Earthwork Level 1 Earthwork Level 2 Advanced Maintenance Of Traffic FDEP Qualified Stormwater Inspection

CEI Inspector (Primary)

Louis Roberts

**FDEP Sediment & Erosion
 Control
 Advance MOT Certification
 CTQP: Asphalt Paving 1 & 2
 Asphalt Plant 1 & 2
 Earthwork 1 & 2
 Concrete Field Tech 1
 Final Estimates 1
 Nuclear Gauge Safety**

CEI Inspector (Secondary)

Keith Whitfield

**FDEP Sediment & Erosion
 Control
 Advance MOT Certification
 CTQP: Asphalt Paving 1 & 2
 Asphalt Plant 1 & 2
 Earthwork 1 & 2
 Quality Control Manager
 Nuclear Gauge Safety**

CEI Inspector (Secondary)

Willie Willis

**FDEP Sediment & Erosion
 Control
 Advanced MOT Certification
 CTQP: Asphalt Paving 1 & 2
 Asphalt Plant 1 & 2
 Earthwork 1 & 2**

CEI Admin

Katherine Pin

ITEMIZED FEES

PROJ. MANAGER	Pre-Con Coordination	82 hr x \$115/hr	\$9,430.00
PROJECT ENGINEER	Contract Administration	18 hr x \$135/hr	\$2,430.00
CEI Inspector (Primary)	Daily Site Inspection	1100 hr x \$55/hr	\$55,000.00
CEI Plant Inspector	Plant Ops Inspection	99.5 hr x \$55/hr	\$5,472.50
CEI Admin	Document Control	77 hr x \$45/hr	\$3,465.00
Total			\$75,797.50

The above fee for Construction Engineering Inspection Services is proposed as a **not-to-exceed cost = \$75,797.50**. This fee becomes a not-to-exceed fee and all work will be based on a time and material basis per our contract fee structure. The scope and cost included in this preliminary proposal may be revised or refined for project and/or budgetary constraints.

Draft Schedule

Milestone	Calendar Days	
Advertise	30	1/3/17 - 2/2/17
Issue Contractor NOA	1	2/16/17
Issue Contractor NTP	1	3/2/17
Document Preconstruction Conditions	1	3/8/17 3/9/17
Begin Construction	1	3/16/17
Construction Inspection	180	3/16/17 9/12/17
Submit Written PRI QA Review	1	9/15/17
Submit Project Closeout Package	1	9/22/17

DELIVERABLE:

Inspections shall be performed to coincide with contractor working days on site and in the plant. Dewberry|Preble-Rish will provide inspections to mirror the contractor's operations. Non-working days (no construction or inspection activities) will not be tracked or billed to the CEI contract not-to-exceed value. Inspection reporting will be formalized and submitted on a weekly basis, unless the CEI team, Owner, or EOR necessitate otherwise for any particular days' activities or milestone.

I hope that this scope of services, fees, and draft schedule are satisfactory. If you have any questions regarding the contents of this proposal please contact me at Debby – 850.354.5187 or dpreble@dewberry.com. We appreciate this opportunity to serve Taylor County.

Sincerely,



Debra Preble, PE
Senior Associate

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and discuss the Perry-Foley Airport Solar Farm Feasibility Study and the viability of a solar farm being located at the Airport.

MEETING DATE REQUESTED:

February 21, 2017

Statement of Issue: Board to discuss the Solar Farm Feasibility Study and the viability of moving forward with a solar farm being located at the Airport.

Recommended Action: To be discussed

Fiscal Impact: Not applicable at this time. The Feasibility Study was 100% funded by an FDOT grant.

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: As there was a great deal of interest in locating a solar photovoltaic farm on the grounds of Perry-Foley Airport to generate revenue, a Feasibility Study has been completed to determine the actual viability of the proposed project. Through the study, AVCON has indicated a solar farm could be financially feasible and generate income in areas of the Airport which have no uses other than vegetation and will have no impact on proposed development over the next twenty (20) years.

Attachments: Perry-Foley Airport Feasibility Study prepared by AVCON, Inc. and correspondence in reference to the study

Melody Cox

From: Soderstrum, Mary <MSoderstrum@avconinc.com>
Sent: Friday, February 10, 2017 1:28 PM
To: Melody Cox
Cc: Collins, John
Subject: Duke Energy Florida
Attachments: Duke Energy Perry.pdf

Melody,

I am pretty sure that if Duke Energy were to install solar panels, that they would want to own the property and the solar panels. The two typical ownership methods for solar panels on an airport are:

1. The Airport owns and operates the Solar Farm

The Airport would own the solar PV facility and would utilize the electricity on site. The Airport would contract with a design-build firm to design, build and commission the facility. A separate contract would be made for the operations and maintenance of the facility, if the Airport is not prepared to do this itself.

- Airport Sponsor may be eligible for government funding either from a municipal utility, the state, or federal energy programs.
- The owner of the facility owns the Renewable Energy Credits (RECs)
- Electricity generated would be used to offset future purchases from the grid. Project pay-back is achieved when the cost of the electricity that would have been purchased from the grid exceeds the cost of the construction, operation, and maintenance of the facility.
- Typically, the long-term costs of the project are less, as the Airport would not have to pay for the third-party's return on investment.
- At some point in the future, the Airport would be receiving free electricity, less the cost of maintenance.
- The Airport would be responsible for all contracts, warrantee's, and time schedules.
- The technology may not be something the Airport is prepared to administer and maintain.
- The Airport would be responsible for funding the capital investment, administration, and maintenance.
- Airports are not typically eligible for tax credits, which are usually geared toward private investors.

2. Ownership by a Third-Party with the Airport as a Host

In the ownership by a third-party scenario, the Airport would lease the property to a private company and grant them the right to own and operate a solar PV facility. The private company would sell the energy to Duke Energy Florida, the local electrical provider. The FAA would still require that Taylor County be the point of contact between the FAA and any on-Airport solar project.

- The model most often used by airports today.

- Private companies can take advantage of tax credits and can pass the savings along to the Airport in the form of cheaper electricity. There is a 30 percent tax credit available for solar projects through the IRS. This tax credit is not available directly to government entities.
- The owner of the facility owns the Renewable Energy Credits (RECs)
- Best bet for airports in states with attractive tax credits, of which Florida is not one.
- Usually a land lease with unit cost rental fee, annual escalators, and a lease term of from 10 to 30 years.
- The private company can contract to sell the electricity to the Airport, another entity, or the utility company.
- A simpler proposition for the Airport or Taylor County, but may not be the most economical, long-term solution
- Requires no capital investment on the part of the Airport or Taylor County
- Requires no specialized knowledge on the part of the Airport or Taylor County
- The Airport would cede control of the project
- There is not a pay-back point, when the Airport would start to receive free electricity. However, the Airport would be locked an electrical rate that should be lower than the market rate.
- The third-party would most likely be eligible for tax credit savings that could be passed on to the Airport through lower electrical costs

I am also attaching a press release for a solar facility that Duke Energy Florida just opened in Taylor County. I think this was done on land that Duke Energy owns.

Mary Soderstrum, AIA, NCARB
Senior Airport Planner | AVCON, INC.



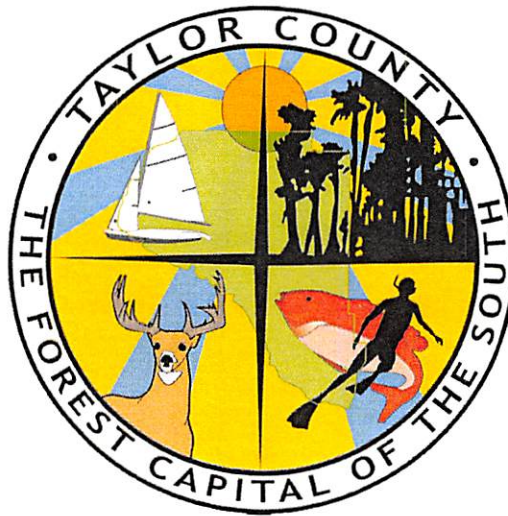
Transforming Today's Ideas into Tomorrow's Reality

Engineers & Planners
 5555 E. Michigan Street, Suite 200
 Orlando, Florida 32822
 Office: 407.599.1122
 Cell: 904.401.3130
 Fax: 407.599.1133
MSoderstrum@avconinc.com

www.avconinc.com

PERRY-FOLEY AIRPORT SOLAR FARM FEASIBILITY STUDY

FOR



By



SEPTEMBER 2016

TABLE OF CONTENTS

1. Introduction	1
2. Ownership	2
2.1 Ownership by the Airport or Airport Sponsor	2
2.2 Ownership by a Third-Party with the Airport as a Host	3
3. Tax Incentive Programs	4
3.1 Federal Tax Incentives	4
3.2 State of Florida Tax Incentives	4
4. USDA Grant Programs	5
5. Federal Loan Programs	6
6. Duke Energy Florida	6
6.1 Net Metering	7
6.2 Sell All of the Renewable Energy	8
6.3 Qualifying Facility	8
6.4 Interconnection Procedures	8
6.4.1 Net Metering Connections	9
6.4.2 Parallel Connections	10
6.5 Duke Energy Florida Power Purchase Agreements	10
6.5.1 As-Available Contract	10
6.5.2 Standard Offer Contract	10
6.5.3 Negotiated Contract Agreement	11
7. Solar PV Potential Locations	11
8. Airport Design Surfaces	13
9. Critical Areas	13
10. Preliminary Design Information	14
11. FAA's Solar Glare Hazard Analysis Tool	15

APPENDICES

- Appendix A: Net Metering for Customer-Owned Renewable Generation
- Appendix B: Agreement for Purchase of As-Available Energy and/or Parallel Operation with a Qualifying Facility
- Appendix C: Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or Qualifying Facility Less Than 100 KW
- Appendix D: Duke Energy Florida Contact Information

PERRY-FOLEY AIRPORT SOLAR FARM FEASIBILITY STUDY

1. INTRODUCTION

Taylor County has been approached from time to time with propositions to install a “solar farm” on the Perry-Foley Airport, located about three miles south of the center of Perry, Florida. Taylor County asked AVCON, INC. to investigate the feasibility of installing a solar Photovoltaic (PV) farm on the Airport while complying with FAA regulations.

Solar PV systems are a mainstream form of renewable energy that operate silently and with few, if any, moving parts or environmental emissions. These systems are now considered to be a mature technology used for mainstream electricity generation and are considered by many to be the best opportunity for airports today to provide land-use compatible solar generation of electricity. Solar PV systems are:

- Cost effective when serving smaller on-site electrical demand as opposed to generating energy for the utility grid
- Low profile and modular in design, easily mounted on rooftops or low demand airfield property
- Absorb rather than reflect sunlight, minimizing glare
- Don't attract wildlife

A solar PV system is one that collects the sun's radiant energy, converts it to electricity, and transmits the electricity in a usable form. A PV system typically begins with several individual solar cells that convert sunlight to energy in the form of direct current (DC). Groups of solar cells are assembled into solar panels, with typically 40 solar cells making up a panel. The panel is held in place by a frame that can be mounted to a structure or to the ground. Several panels that are connected together in a series are called a “string.” Typically, strings operate as a single generating unit; if one panel goes out, the entire string goes out. An “array” is several strings working together into one operating solar unit.

Solar PV panels, or arrays., are mounted on stable, durable structures that can not only support the panels but withstand wind, rain, and corrosion for the life of the facility. These structures tilt the PV array at a fixed angle that is determined by the local latitude, orientation of the structure, and electrical load requirements. The panels are typically tilted to an angle equal to the location's latitude. For the Perry-Foley Airport, the latitude is 30 degrees, so the proposed tilt of the panel would be 30 degrees.

Solar PV systems can have tracking systems that automatically move panels to follow the sun across the sky, which provides more energy and higher returns on investment. One-axis trackers are typically designed to track the sun from east to west. Two-axis trackers allow for

modules to remain pointed directly at the sun throughout the day. Tracking involves more up-front costs and sophisticated systems are more expensive and require more maintenance.

The DC electrical flow from a PV panel, string, or array must be converted to alternating current (AC) in order to be usable by the consumer. This is accomplished when the DC flow from one or more panels or arrays is channeled to a combiner box and fed as a single flow to an inverter. The inverter converts the electricity from DC power to AC power. The AC power is then channeled either to usage at the point of generation or to the utility grid.

Within the DC system and the AC system, there are disconnect switches that allow personnel to disconnect the power in order to service either or both of the systems. Additionally, the AC system has at least one breaker panel that prevents the system from being damaged by short circuits or power surges. The AC system also has a utility meter that monitors the amount of electrical flow between the on-site generation of power and the utility grid.

Varying greatly in size, PV systems can range from small, rooftop-mounted or building integrated systems to those with the capacity to produce hundreds of megawatts. It is envisioned that the PV system at the Perry-Foley Airport would only produce a few megawatts of power.

Under the Florida Energy Standards Act of 1976, the Florida Solar Energy Center (FSEC) located in Cocoa Beach, FL, must certify all solar equipment sold in Florida. All manufacturers selling solar equipment in Florida must first apply to the FSEC to have their product(s) tested and certified. FSEC performs a series of tests from random samples of each product. After certification of a product, FSEC will from time-to-time retest solar equipment to maintain quality control. They also will make facility inspections every two to four years, where feasible. Details of the testing procedures can be found at <http://www.fsec.ucf.edu>.

If the power is used at the point of generation, it is considered to be a stand-alone system. If power pushed to the utility grid, it is considered to be grid-connected. Today, most PV systems are grid-connected and stand-alone systems only account for a small portion of the market.

2. OWNERSHIP

There are two prevalent models for the ownership of a solar PV system on an airport, today. The first is a facility that is owned by an airport, or airport sponsor. The second is a facility that is owned by a third party.

2.1. Ownership by the Airport or Airport Sponsor

The Airport would own the solar PV facility and would utilize the electricity on site. The Airport would contract with a design-build firm to design, build and commission the facility. A separate contract would be made for the operations and maintenance of the facility, if the Airport is not prepared to do this itself.

- Airport Sponsor may be eligible for government funding either from a municipal utility, the state, or federal energy programs.
- The owner of the facility owns the Renewable Energy Credits (RECs)
- Electricity generated would be used to offset future purchases from the grid. Project pay-back is achieved when the cost of the electricity that would have been purchased from the grid exceeds the cost of the construction, operation, and maintenance of the facility.
- Typically, the long-term costs of the project are less, as the Airport would not have to pay for the third-party's return on investment.
- At some point in the future, the Airport would be receiving free electricity, less the cost of maintenance.
- The Airport would be responsible for all contracts, warrantee's, and time schedules.
- The technology may not be something the Airport is prepared to administer and maintain.
- The Airport would be responsible for funding the capital investment, administration, and maintenance.
- Airports are not typically eligible for tax credits, which are usually geared toward private investors.

2.2. Ownership by a Third-Party with the Airport as a Host

In the ownership by a third-party scenario, the Airport would lease the property to a private company and grant them the right to own and operate a solar PV facility. The private company would sell the energy to Duke Energy Florida, the local electrical provider. The FAA would still require that Taylor County be the point of contact between the FAA and any on-Airport solar project.

- The model most often used by airports today.
- Private companies can take advantage of tax credits and can pass the savings along to the Airport in the form of cheaper electricity. There is a 30 percent tax credit available for solar projects through the IRS. This tax credit is not available directly to government entities.
- The owner of the facility owns the Renewable Energy Credits (RECs)
- Best bet for airports in states with attractive tax credits, of which Florida is not one.
- Usually a land lease with unit cost rental fee, annual escalators, and a lease term of from 10 to 30 years.
- The private company can contract to sell the electricity to the Airport, another entity, or the utility company.

- A simpler proposition for the Airport or Taylor County, but may not be the most economical, long-term solution
- Requires no capital investment on the part of the Airport or Taylor County
- Requires no specialized knowledge on the part of the Airport or Taylor County
- The Airport would cede control of the project
- There is not a pay-back point, when the Airport would start to receive free electricity. However, the Airport would be locked an electrical rate that should be lower than the market rate.
- The third-party would most likely be eligible for tax credit savings that could be passed on to the Airport through lower electrical costs

3. TAX INCENTIVE PROGRAMS

3.1. Federal Tax Incentives

The federal government has a Solar Investment Tax Credit (ITC) that is a 30 percent federal tax credit against the tax liability of residential, commercial, and utility investors in solar energy properties. This ITC would allow the business that installs, develops, and/or finances the solar PV facility to claim the credit against their taxes. As government entities do not pay taxes, they are not eligible for the ITC. However, if a third-party were to install the solar PV facility, the third-party could claim the ITC and should pass along a similar savings to the Airport in the form of reduced electricity costs.

For the company claiming the ITC, there is a matching reduction in income taxes the company would otherwise pay up to 30 percent of the investment in eligible solar property. Currently, the eligible property must have commenced construction prior the end of 2019. After the end of 2019, the ITC is reduced to 26 percent in 2020 and 22 percent in 2021. After 2023, the residential credit is scheduled to disappear and the commercial credit will drop to a permanent 10 percent.

3.2. State of Florida Solar Tax Incentives

The State of Florida is not known for attractive tax credits with respect to renewable energy tax credits. The State of Florida had four renewable energy tax incentives:

- All solar energy system equipment and associated hardware that provide and are used for the collecting, transferring, converting, storing, or using of incidental solar energy for water heating, space heating and cooling, or other application that would otherwise require the use of petroleum products, natural gas, manufactured gas or electricity is exempt from Florida's sales and use tax and has been since 1 July 1997. Unfortunately, as Taylor County does not pay sales tax, this is of little benefit. However, this would help a third-party ownership scenario.

- The Florida Renewable Energy Production Tax Credit provided an annual corporate tax credit equal to one cent per kilowatt hour (kWh) of electricity produced and sold by the taxpayer to an unrelated party during a tax year. Renewable energy was defined within this bill as electrical, mechanical, or thermal energy produced through the use of one or more of the following fuels or energy sources:
 - Solar energy
 - Wind energy
 - Ocean energy
 - Waste heat
 - Hydrogen
 - Biomass
 - Hydroelectric power

Unfortunately, this incentive expired on 30 June 2016.

- The Florida Renewable Energy Technologies Sales Tax Refund, which paid for the one-time refund of previously paid Florida sales tax on the materials used in fueling, infrastructure, transportation, and storage of biodiesel, ethanol, and other renewable fuels. Unfortunately, this incentive expired on 30 June 2016.
- The Florida Renewable Energy Technologies Investment Tax Credit provided an annual corporate tax credit equal to 75 percent of all capital costs, operation and maintenance costs, and research and development costs for the production, storage, and distribution of biodiesel, ethanol, and other renewable fuels in the State. Unfortunately, this incentive expired on 30 June 2016.
- Amendment 4, on the August 30, 2016 ballot, was approved by the voters. It exempts solar energy devices from commercial, industrial, and residential property taxes. This bill is known as the Florida Tax Exemptions for Renewable Energy Measure. However, the Airport and the County as tax exempt entities would only be able to take advantage of this exemption if the ownership of the solar PV farm were through a third party, who should pass any savings on taxes through to the Airport.

4. USDA GRANT PROGRAMS

The U.S. Department of Agriculture (USDA) has two grant programs for which a solar PV facility on the Perry-Foley Airport might be eligible:

- The Rural Energy for America Program (REAP) Energy Audit and Renewable Energy Development Assistance (EA/REDA) program, which is open to local governments and provides assistance for energy audits and renewable energy technical assistance including renewable energy site assessments.

- The High Energy Cost Grant Program, which is an ongoing grant program for the improvement of energy generation, transmission, and distribution facilities in rural communities and is open to both commercial and local communities.

5. FEDERAL LOAN PROGRAMS

There are at least three Federal loan programs for which the proposed project could be eligible:

- Clean Renewable Energy Bonds (CREBs), which are open to the public sector to finance renewable energy projects, including solar photovoltaics. The bondholder would receive federal tax credits in lieu of a portion of the traditional bond interest, resulting in a lower effective interest rate for the borrower. The issuer would remain responsible for repaying the principal on the bond.
- Qualified Energy Conservation Bonds (QECBs), can be used by local governments to finance certain energy projects, including solar photovoltaic projects. This program differs from the CREBs in that the tax credit may be taken quarterly to offset the tax liability of the bond holder. Additionally, QECB bondholders receive only 70 percent of the full rate set by the U.S. Treasury. Credits exceeding a bondholder's tax liability can be carried forward to the next tax year, but cannot be refunded. Further, tax credits issued through this program are treated as taxable income for the bondholder.
- USDA REAP also provides loan guarantees to agricultural producers and rural small businesses to purchase, install, and construct renewable energy systems including solar PV facilities. The loans are limited to 25 percent of the project cost and cannot exceed \$25 million. The combination of a USDA REAP grant and a loan, must be at least \$5,000 and may not exceed 75 percent of the project's cost.

6. DUKE ENERGY FLORIDA

Duke Energy Florida is the provider of electricity to the Perry Foley Airport and has a standing request for renewable energy. They are continually seeking renewable energy capacity and energy in order to reduce dependence on fossil fuels. Duke Energy now oversees more than 2,500 megawatts (MW) of wind, solar and battery installations across 12 states. They also serve more than 1,000 MW of renewable energy plants operated by third-party generators. Indeed, Duke Energy Florida has contracts to purchase over 1,000 MW of renewable energy and cogeneration facilities in Florida. The requirements that Duke Energy Florida is looking for in renewable energy projects are:

- The project must utilize as its primary energy one of a number of renewable sources, of which solar is one.
- The project must be able to sell its electrical output to Duke Energy Florida at a cost equal to or less than the cost to build a new energy generation facility.
- The project must be able to operate in a predictable and reliable manner.

- The project must generate electricity in Florida
- The project must be fully operational by June 1, 2024.
- Preferably, the project will be able to produce at least 1 MW of electric capacity.

Anyone that generates renewable energy and intends to sell it to Duke Energy Florida will still be responsible for adhering to:

- All utility requirements
- Applicable federal rules and regulations
- Applicable state and local ordinances
- Applicable regulations adopted by the Florida Public Service Commission (FPSC)

In addition, those that generate renewable energy and intend to sell it to Duke Energy Florida must:

- Follow the interconnection procedures adopted by FPSC
- Enter into a Power Purchase Agreement with Duke Energy

There are two ways of selling renewable energy to Duke Energy; Net Metering and Sell All of the Renewable Energy

6.1. Net Metering

“Offset Your Bill” or net metering allows Duke Energy Florida customers that own installed renewable generation facilities to use energy generated at their site with their equipment to offset the electric consumption from Duke Energy. Any energy that is produced at the site in excess of the requirements of the customer may be applied as a credit to any current and/or future bills. All customers participating in net metering, must participate in Duke Energy’s Net Meter Tariff. The Duke Energy Net Meter Tariff is a defined billing procedure for net metering. It includes the following:

- Metering equipment will be installed by Duke Energy at no cost to the Airport
- Meter readings will be taken monthly on the same schedule and in accordance with normal billing practices
- Duke Energy will charge the Airport for energy used in excess of that generated by the solar farm for the entire billing cycle at the otherwise normal rate.
- Any excess energy delivered to the Duke Energy grid by the Airport will be credited to the Airport's next month's bill.
- Even if the Airport delivers excess energy to the Duke Energy grid, the Airport will be required to either a minimum charge as stated in their normal rate schedule, or the “applicable monthly customer charge plus the applicable demand charge for the monthly

maximum 30-minute demand measured on the Duke Energy usage meter during the billing period” in accordance with the normal rate, whichever is higher.

- Energy credits will be accrued and used in subsequent months. Any credits over 12 months in age will be credited to the Airport’s account at the end of each year as an available energy tariff.
- Excess energy consumption credits can only be applied to the location of generation, the Airport, not to any other location.

A full copy of the Duke Energy Net Meter Tariff can be found as Appendix A.

6.2. Sell All of the Renewable Energy

Those generators of renewable energy that intend to sell all of the renewable energy generated to Duke Energy must be:

- A qualifying facility
- Follow the interconnection procedures
- Enter into a Power Purchase Agreement with Duke Energy

6.3. Qualifying Facility

The FPSC has adopted the Federal Energy Regulatory Commission’s rules on qualifying criteria. These rules outline the definitions and criteria that a small power producer must meet to achieve the status of a qualifying facility.

- The small power producer does not exceed 80 MW
- The project must utilize as its primary energy (at least 50 percent) one of a number of renewable sources, of which solar is one
- The majority of the project is not owned by a person or business primarily engaged in the generation or sale of electricity. Majority ownership is defined as less than 50 percent.

If a small power producer does not meet the above requirements, they may apply to the FPSC to be granted qualifying facility status. However, that producer would have to prove that the project meets the overall objectives of the FPSC. These goals include economically reducing the Florida’s dependence on oil and the economic deferral of utility power plant expenditures.

6.4. Interconnection Procedures

Interconnection procedures are those procedures that would allow for the interconnection of the Airport’s solar PV system to the Duke Energy Florida grid. These interconnections would allow the transfer of load from Airport’s Solar PV facility to or from Duke Energy Florida. There are two basic forms of interconnection; they are:

- Net Metering Connections
- Parallel Connections

6.4.1. Net Metering Connections

The FPSC adopted interconnection rules for renewable energy system for up to 2 MW in capacity. Net metering interconnections are only available to customers of a Florida investor owned facility. Duke Energy Florida is an investor owned facility. Further rules include:

- The customer-owned renewable generation must have a gross power rating that does not exceed 90 percent of the customer's utility distribution service rating.
- Must fall within one of three Florida Interconnection Tiers:
 - Tier 1: Less than or equal to 10 kilowatts(kw)
 - Tier 2: Greater than 10 kw and less than or equal to 100 kw
 - Tier 3: Greater than 100 kw and less than or equal to 2,000 kw (2MW)
- The Airport's solar PV facility must meet all applicable safety and performance standards established by the National Electric Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratories (UL)
- The Airport's solar PV facility must be inspected and approved by the local code officials prior to interconnection in compliance with local codes.

For Tier 1 interconnections, there would be no application fee, disconnect switch, or insurance requirement. Duke Energy Florida would replace the existing meter with a bi-directional meter that would be capable of recording any exported power so that energy credits the Airport might be due can be calculated.

Tier 2 interconnections would require an application fee of \$240, insurance of \$1 million, and the installation of an externally accessible lockable A/C disconnect switch in close proximity to the meter. Duke Energy Florida would replace the existing meter with a bi-directional meter and inspect the facility primarily to ensure that the disconnect switch is appropriately placed and operational. A contract with Duke Energy Florida would also be required.

Tier 3 interconnections would require an application fee of \$750, proof of general liability insurance in the amount of \$2 million, and the installation of an externally accessible lockable A/C disconnect switch in close proximity to the meter. A contract with Duke Energy Florida would also be required. Additional protection equipment may also be required dependent upon an interconnection study Duke Energy Florida would perform. The cost of the study would be the responsibility of the Airport.

The Airport would be required to pay for the cost of equipment for interconnection. The Airport would also be required to pay for the maintenance of the equipment required for the interconnection.

6.4.2. Parallel Connections

Parallel Connections would be those electrical connections between the Airport's solar PV facility and the grid. Those that would momentarily connect with the Duke Energy Florida system for a maximum of 100 milliseconds per transfer operation would not need to directly contact Duke Energy Florida, but the Airport would have to operate and maintain the system in order to ensure the safety of all employees. Those that momentarily connect with the Duke Energy Florida system for periods of greater than 100 milliseconds would have to directly contact Duke Energy Florida to coordinate information, procedures, and safety.

6.5. Duke Energy Florida Power Purchase Agreements

Duke Energy Florida has two types of renewable energy contracts that have been pre-approved by the FPSC; an As-Available Contract or a Standard Offer Contract.

6.5.1. As-Available Contract

The As-Available Contract does not contain any obligation on the part of the Airport to deliver energy to Duke Energy Florida. Energy payments by Duke Energy Florida to the Airport would be based on the fuel savings that Duke Energy Florida would realize due to the types of energy purchases from the Airport. A copy of the Duke Energy Florida pre-approved As-Available Contract can be found as Appendix B.

6.5.2. Standard Offer Contract

The Standard Offer Contract does contain an obligation on the part of the Airport to deliver energy to Duke Energy Florida on a reliable basis. The amount that Duke Energy would pay to the Airport would be dependent upon the cost of a power plant that Duke Energy Florida avoids building because of the purchase of energy from the Airport. Therefore, there would be capacity (capital cost) and an energy (fuel cost) calculations in the contract. The Standard Offer Contract has three options that can be chosen by the Airport:

- A term length between 10 and 35 years
- Customization of the capacity payment stream
- Fixing a portion of the energy payments

A copy of the Duke Energy Florida pre-approved Standard Offer Contract can be found as Appendix C.

6.5.3. Negotiated Contract Agreements

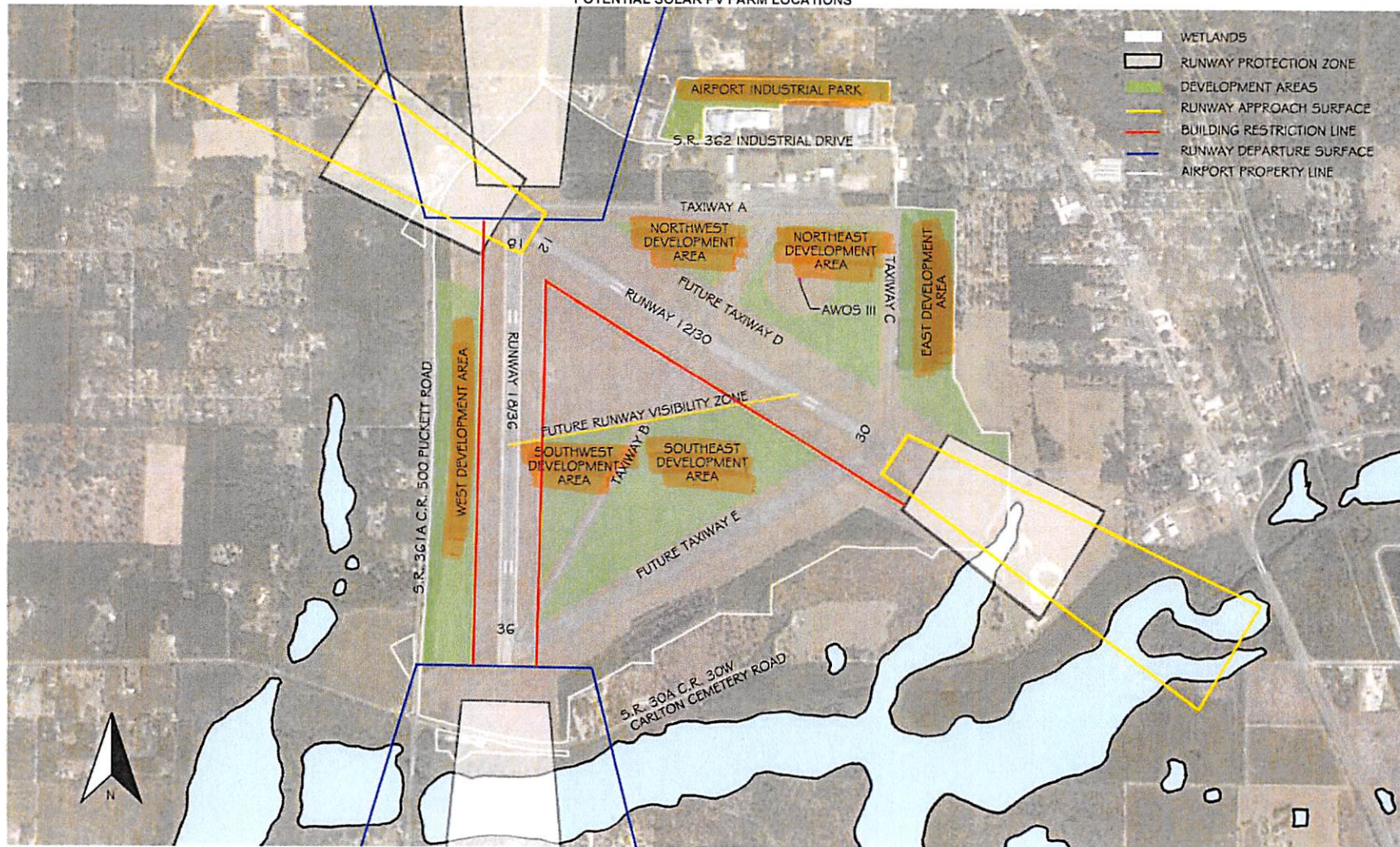
Duke Energy Florida is also agreeable to negotiating an agreement with the Airport should the pre-approved As-Available or Standard Offer Contracts not be satisfactory to the Airport. Negotiated agreements could provide additional flexibility to the two pre-approved contracts. A negotiated contract agreement must include the following;

- The project must utilize as its primary energy one of a number of renewable sources, of which solar is one.
- The project must have qualifying facility status from either the Federal Energy Regulatory Commission or the FPSC.
- The total payments from Duke Energy Florida to the Airport would have to be at or below the avoided cost contained in the Standard Offer Contract. The avoided unit is the power plant or other energy generator that Duke Energy Florida would avoid building because it would be purchasing energy from the Airport.
- The project must be fully operational by the June 1, 2024,
- Preferably, the project would produce at least 1 MW of electricity
- The project would operate in a predictable and reliable manner
- The Airport would have to obtain transmission service in a separate agreement with the transmission provider.
- A completion/performance security deposit would be required. The amount of the deposit would be based on the size of the project and the credit rating of the project.
- In the event that capacity payments are scheduled to be paid to the Airport earlier than the normal capacity payment stream as defined by the Standard Offer Contract, then the early portion of those payments must be secured.
- The project/Airport would be responsible for obtaining all necessary permits and licenses required to construct, operate and sell electricity from the facility.
- Ownership of any renewable energy credits and/or carbon credits generated by the project would be negotiated.

7. SOLAR PV POTENTIAL LOCATIONS

During the Master Plan process, several areas on the Airport were identified as being of prime importance to aviation demand during the next twenty years. An additional area in the south of the Airport property was identified as a future business park. Figure 1 shows the areas that are available on Airport property for the potential siting of an Airport solar PV farm. All but the Airport Industrial Park site would have to be approved by the FAA. It is envisioned that there are seven potential sites:

Figure 1
POTENTIAL SOLAR PV FARM LOCATIONS



- Airport Industrial Park, which would be located north of State Road 362, Industrial Drive, on undeveloped parcels of the Airport Industrial Park. This would include Parcels 6 through 13 as shown on the Airport's Exhibit "A" Airport Property Inventory Map. It has 14.53 acres.
- Northwest Development Area, which would be bounded by the object free areas of Taxiways A and B and the future Taxiway D. This area has approximately 22 acres.
- Northeast Development Area, which would be bounded by the object free areas of Taxiways A, B, and C and the future Taxiway D. The Airport's Automated Weather serving Station (AWOS-III), which has a critical area radius of 500 feet is also located in this area. This area has approximately 55 acres.
- East Development Area, which would be bounded by the eastern Airport property line, the object free area for Taxiway C, and the object free area for the future Taxiway D. It has approximately 44 acres, is heavily wooded, and has some potential environmental issues.
- West Development Area, which would be bounded by the Building Restriction Line (BRL) for Runway 18-36, the western Airport property line, the Runway 18 departure surface, and the future Runway 12 departure surface. This area has 53 acres.
- Southwest Development Area, which would be bounded by the object free areas of Taxiway B and the future Taxiway E, the BRL of Runway 18/36, and the future Runway Visibility Zone. It has approximately 20 acres.
- Southeast Development Area, which would be bounded by the object free areas of Taxiway B and future Taxiway E, the BRL of Runway 12/30, and the future Runway Visibility Zone. It has approximately 71 acres.

The BRLs, as shown, indicate a building restriction height of 20 feet. It is probable that any solar PV farm structures would be shorter than that. However, until the potential height of the proposed structures is known, this report will continue to work within the 20-foot BRLs.

8. AIRPORT DESIGN SURFACES

Each of the development areas was carefully defined in order to avoid penetrating any of the FAR Part 77 Surfaces, *Safe, Efficient Use and Preservation of the Navigable Airspace*. Care was also taken to remain outside of all existing and proposed future runway and taxiway safety areas, approach and departure surfaces, and runway protection zones as defined in the 26 February 2014 edition of FAA Advisory Circular 150/5300-13A, *Airport Design*.

9. CRITICAL AREAS

Critical areas are typically those areas around such equipment as navigational aids that are required in order to allow the equipment to operate properly. The only piece of equipment currently within any of the development areas that requires a critical area is the AWOS-III.

According to FAA Order 6560.20B, *Siting Criteria for Automated Weather Observing Stations*, it is recommended that the wind sensor, which is part of the AWOS and which should be mounted at a height of between 30 and 33 feet above ground level, should be at least 15 feet higher than all structures around it for a radius of 500 feet. While it could be that the solar PV farm structures would be less than 15 to 18 feet in height, until this height is determined, we have implemented the 500-foot critical area around the AWOS.

10. PRELIMINARY DESIGN INFORMATION

For each of the development areas, preliminary design information was obtained. This information is primarily used with the FAA's Solar Glare Hazard Analysis Tool (SGHAT). The following information was obtained:

- Latitude, longitude, and height above mean sea level of each development area: because the areas are somewhat large, the center point of each area was used for each of the development areas. The height Above Mean Sea Level (AMSL) used was the height of the ground in the area.
 - Airport Industrial Park
 - Point 1
 - Latitude: 30° 04' 45.09" N
 - Longitude: 83° 34' 44.04" W
 - Ground Height: 41 feet Above Mean Sea Level (AMSL)
 - Point 2
 - Latitude: 30° 04' 48.50" N
 - Longitude: 83° 34' 39.06" W
 - Ground Height: 43 feet AMSL
 - Northwest Development Area
 - Point 1
 - Latitude: 30° 04' 31.55" N
 - Longitude: 83° 34' 43.89" W
 - Ground Height: 40 feet AMSL
 - Northeast Development Area
 - Point 1
 - Latitude: 30° 04' 33.45" N
 - Longitude: 83° 34' 25.46" W
 - Ground Height: 41 feet AMSL
 - Point 2
 - Latitude: 30° 04' 25.09" N
 - Longitude: 83° 34' 25.46" W
 - Ground Height: 43 feet AMSL
 - Point 3
 - Latitude: 30° 04' 20.79" N

- Longitude: 83° 34' 25.75" W
 - Ground Height: 42 feet AMSL
- East Development Area
 - Point 1
 - Latitude: 30° 04' 27.50" N
 - Longitude: 83° 34' 12.30" W
 - Ground Height: 41 feet AMSL
- West Development Area
 - Point 1
 - Latitude: 30°04' 02.69" N
 - Longitude: 83° 35' 13.43" W
 - Ground Height: 40 feet AMSL
- Southeast Development Area
 - Point 1
 - Latitude: 30° 04' 04.97" N
 - Longitude: 83° 34' 57.05" W
 - Ground Height: 40 feet AMSL
- Southwest Development Area
 - Point 1
 - Latitude: 30° 04' 04.34" N
 - Longitude: 83° 34' 44.76" W
 - Ground Height: 41 feet AMSL
- Final approach paths for the Airport
- Potential orientation, tilt, and reflectance of the panels
 - Potential Orientation: South
 - Potential Tilt: 30 degrees to correspond with the 30-degree latitude of the site
 - Potential Reflectance of the Panels: 2 percent

11. FAA'S SOLAR GLARE HAZARD ANALYSIS TOOL

The FAA's Solar Glare Hazard Analysis Tool (SGHAT) was developed for the FAA by Sandia Labs. Access to the tool was available through the FAA website on the environmental page. In June of 2016, however, Sandia Labs shutdown the availability to SGHAT. Their website indicates that SGHAT has been disabled on their website and that the technology is now available for licensing by Sandia Labs. Only one firm has purchased a license and they are charging a high cost to use the SGHAT.

AVCON contacted the FAA Orlando ADO and asked if the use of the SGHAT is still a requirement. The FAA Orlando ADO forwarded on to AVCON the following statement that they had received from FAA in Washington.

"The Department of Energy has shared that Sandia Labs has decided it will keep the publicly available (Free Version) of the SGHAT tool on its website. Sandia, as well as its third-party contractor, is in the process of updating their websites to reflect that the 'SGHAT tool will be provided, free-of-charge by Sandia Labs. Therefore, please be mindful to wait until Sandia and its contractor have sufficient time to update their sites."

AVCON continues to monitor the FAA and Sandia Labs websites. As of the end of the first full week in September of 2016, the SGHAT is still unavailable (free version) through the Sandia Labs website. AVCON will continue to monitor the websites.

APPENDIX A
NET METERING FOR CUSTOMER-OWNED RENEWABLE
GENERATION

PART VIII**BILLING
(Continued)****8.08 Net Metering for Customer-Owned Renewable Generation**

For customers with renewable generation equipment that have executed an interconnection agreement with the Company whose customer-owned renewable generation is eligible for net metering as defined by FPSC rule 25-6.065, monthly billing will be prepared in the following manner:

- (1) At no additional cost to the customer, metering equipment will be installed by the Company capable of measuring the difference between the electricity supplied to the customer from the Company and the electricity generated by the customer and delivered to the Company's electric grid.
- (2) Meter readings will be taken monthly on the same cycle as required under the otherwise applicable rate schedule in accordance with normal billing practices.
- (3) The Company will charge the customer for energy used by the customer in excess of the generation supplied by customer-owned renewable generation for the entire billing cycle in accordance with the otherwise applicable rate schedule.
- (4) During any billing cycle, excess customer-owned renewable generation delivered to the Company's electric grid will be credited to the customer's energy consumption for the next month's billing cycle.
- (5) Regardless of whether excess energy is delivered to the Company's electric grid, the customer will be required to pay the greater of
 - i. the minimum charge as stated in their otherwise applicable rate schedule, or
 - ii. the applicable monthly customer charge plus the applicable demand charge for the monthly maximum 30-minute demand measured on the company's usage meter during the billing period in accordance with the otherwise applicable rate schedule
- (6) For customers whose otherwise applicable rate schedule is a time of use (TOU) rate, the generation supplied by customer-owned renewable generation to the Company will be measured by the distinct TOU periods of that rate schedule and offset customer usage in the current month or subsequent periods using the distinct TOU periods of that rate schedule.
- (7) Energy credits produced pursuant to section 4 above will accumulate and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. After the end of each calendar year, the Company will credit the customer (on the February bill) for any unused energy credits at an average annual rate based on the COG-1, as-available energy tariff.
- (8) Excess energy consumption will be applied only to the service provided at the location of the renewable generation system and will not be applied to other locations or services at the same location that the customer may take from the Company.
- (9) When a customer leaves the Company's system, unused credits for excess kWh generated will be credited to the customer at an average annual rate based on the COG-1, as-available energy tariff.
- (10) The customer may, at their sole discretion, choose to take service under the Company's standby or supplemental service rate, if available. When a customer elects to take service under a standby or supplemental tariff, any excess consumption credited from prior periods in accordance with provision number 4 above, will be considered supplemental energy for billing purposes.

APPENDIX B
AGREEMENT FOR PURCHASE OF AS-AVAILABLE ENERGY AND/OR
PARALLEL OPERATION WITH A QUALIFYING FACILITY



**AGREEMENT FOR PURCHASE OF AS-AVAILABLE ENERGY
AND/OR PARALLEL OPERATION WITH A QUALIFYING FACILITY**

TABLE OF CONTENTS

	<u>Begins on Sheet No.</u>
Agreement for the Purchase of As-Available or Parallel Operation with a Qualifying Facility	9.101
Appendix A - Rates	9.300



SECTION No. IX
FOURTH REVISED SHEET No. 9.101
CANCELS THIRD REVISED SHEET No. 9.101

**AGREEMENT FOR THE PURCHASE OF
AS-AVAILABLE ENERGY AND/OR PARALLEL OPERATION FROM
A QUALIFYING FACILITY**

between

and

DUKE ENERGY FLORIDA

TABLE OF CONTENTS

	<u>Sheet</u>
INTRODUCTION AND PARTIES	
RECITALS	9.104
ARTICLE I	
DEFINITIONS	9.105
ARTICLE II	
FACILITY	9.107
ARTICLE III	
TERM	9.107
ARTICLE IV	
PURCHASE OF AS-AVAILABLE ENERGY	9.108
ARTICLE V	
INTERCONNECTION	9.108
ARTICLE VI	
ENERGY PAYMENTS	9.109
ARTICLE VII	
CHARGES TO THE QF	9.109
ARTICLE VIII	
METERING	9.109
ARTICLE IX	
PAYMENT PROCEDURE	9.110
ARTICLE X	
INSURANCE	9.111
ARTICLE XI	
REGULATORY CHANGES.....	9.112

Sheet

ARTICLE XII	
FACILITY RESPONSIBILITY AND ACCESS	9.112
ARTICLE XIII	
INDEMNIFICATION	9.113
ARTICLE XIV	
EXCLUSION OF INCIDENTAL CONSEQUENTIAL, AND INDIRECT DAMAGES	9.114
ARTICLE XV	
COMMUNICATIONS.....	9.114
ARTICLE XVI	
SECTION HEADINGS FOR CONVENIENCE	9.115
ARTICLE XVII	
GOVERNING LAW	9.115
EXECUTION	9.116



AGREEMENT

This Agreement ("Agreement") is made and entered by and between _____, a _____, having its principal place of business at _____ (hereinafter referred to as the "QF"), and Florida Power Corporation d.b.a. Duke Energy Florida, a private utility corporation organized under the laws of the State of Florida, having its principal place of business at St. Petersburg, Florida (hereinafter referred to as the "Company"). The QF and the Company may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the QF desires Parallel Operation with the Company and the Company desires to purchase any as available energy to be generated by the Facility and made available for sale to the Company, consistent with FPSC Rules 25-17.080, 25-17.082, 25-17.0825, 25-17.084, 26-17.086, 25-17.087, 25-17.0883 and 25-17.0889, as such rules may be amended from time to time; and

WHEREAS, the QF has acquired or will acquire an interconnection/transmission service agreement with the utility in whose service territory the Facility is to be located, pursuant to which the QF assumes contractual responsibility to make any and all transmission-related arrangements (including ancillary services) between the QF and the Transmission Service Utility for delivery of the Facility's firm capacity and energy to the Company. The Parties recognize that the Transmission Service Utility may be the Company and, in such event, that the transmission service will be provided under a separate agreement;

NOW, THEREFORE, for mutual consideration, the Parties covenant and agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement and in the Appendices hereto, the following capitalized terms shall have the following meanings:

- 1.1 **Appendices** means the schedules, exhibits and attachments which are appended hereto and are hereby incorporated by reference and made a part of this Agreement.
 - 1.1.1 **Appendix A** sets forth the Company's Rates for Purchase of As-Available Energy.
- 1.2 **Company's Interconnection Facilities** means all equipment located on the Company's side of the Point of Delivery, (including without limitation), equipment for connection, switching, transmission, distribution, protective relaying and safety provisions which in the Company's judgment is required to be installed for the delivery and measurement of electric energy into the Company's system on behalf of the QF, including all metering and telemetering equipment installed for the measurement of such energy regardless of its location in relation to the Point of Delivery.
- 1.3 **As-Available Energy** means energy produced and sold by a QF on an hour-by-hour basis for which contractual commitments as to quantity, time, or reliability of delivery are not required.
- 1.4 **Distributed Resource** means a facility that is defined as a Distributed Resource in the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems.
- 1.5 **Execution Date** means the date on which the Company executes this Agreement.

- 1.6 **Facility** means all equipment, as described in this Agreement, used to produce electric energy and, for a cogeneration facility, used to produce useful thermal energy through the sequential use of energy.
- 1.7 **FERC** means the Federal Energy Regulatory Commission and any successor.
- 1.8 **FPSC** means the Florida Public Service Commission and any successor.
- 1.9 **Force Majeure Event** means an event or occurrence that is not reasonably foreseeable by a Party, is beyond its reasonable control, and is not caused by its negligence or lack of due diligence, including, but not limited to, natural disasters, fire, lightning, wind, perils of the sea, flood, explosions, acts of God or the public enemy, strikes, lockouts, vandalism, blockages, insurrections, riots, war, sabotage, action of a court or public authority, or accidents to or failure of equipment or machinery, including, if applicable, equipment of the Transmission Service Utility.
- 1.10 **KW** means one (1) kilowatt of electric capacity.
- 1.11 **KWH** means one (1) kilowatt-hour of electric energy.
- 1.12 **Parallel Operation** means the QF will engage in interconnected operation of the QF's generating facility with the Company.
- 1.13 **Point of Delivery** means the point(s) where electric energy delivered to the Company pursuant to this Agreement enters the Company's system.
- 1.14 **Point of Metering** means the point(s) where electric energy made available for delivery to the Company, subject to adjustment for losses, is measured.
- 1.15 **Point of Ownership** means the interconnection point(s) between the Facility and the interconnected utility.
- 1.16 **Qualifying [Small Power Production or Cogeneration] Facility ("QF")** means a facility that meets the requirements defined in FPSC Rule 25-17.080.

ARTICLE II: FACILITY

- 2.1 The Facility shall be located in _____ of Section _____ Township _____, Range _____. The Facility shall meet all other specifications identified in the Appendices hereto in all material respects and no change in the designated location of the Facility shall be made by the QF. The Facility shall be designed and constructed by the QF or its agents at the QF's sole expense.
- 2.2 Throughout the Term of this Agreement, the Facility shall be a Qualifying [Cogeneration or Small Power Production] Facility. In the event the Facility does not maintain its status as a Qualifying Facility, this Agreement shall be immediately deemed null and void as of said date and of no further effect.
- 2.3 Unless the QF is already interconnected to a transmission or distribution system, no later than sixty (60) days after the Execution Date, the QF shall apply to its Transmission Service Utility for transmission service including a system impact study, if required. The QF shall continue the interconnection process in a timely manner so as to maintain its position in the interconnection queue.

2.4 The QF intends to begin deliveries to the Company by _____.

ARTICLE III TERM

The Term of this agreement shall begin on the Execution Date and shall continue until terminated by the Company for good cause or by the QF. Upon termination or expiration of this Agreement, the Parties shall be relieved of their obligations under this Agreement except for the obligation to pay each other all monies under this Agreement, which obligation shall survive termination or expiration.

ARTICLE IV: PURCHASE OF AS-AVAILABLE ENERGY

- 4.1 The QF shall sell and arrange for delivery of the As-Available Energy to the Company and the Company agrees to purchase, accept and pay for the As-Available Energy made available to the Company and which the Company is able to receive at the Point of Delivery in accordance with the terms and conditions of this Agreement, or a separately negotiated contract.
- 4.2 The QF shall not commence initial deliveries of energy to the Point of Delivery without the prior written consent of the Company, which consent shall not unreasonably be withheld.
- 4.3 The RF/QF shall retain any and all rights to own and to sell any and all Environmental Attributes associated with the electric generation of the Facility.
- 4.4 During minimum load conditions on the Company's system the QF shall comply with the Company's Minimum Load Emergency Curtailment Procedures as approved by the FPSC and as updated from time to time.
- 4.5 In the event that the Company has not received any deliveries of energy from the QF by the date in Section 3.5 or for a period of two years or more then the Company will contact the QF in writing using the information in Section 15 requesting the QF's future plans. The Company shall have the right to terminate this Agreement unless the QF replies in writing within a reasonable timeframe that it would like this Agreement to continue.
- 4.6 Deliveries of As-Available Energy to the Company shall be made in accordance to the following one-time-only option.
- () All deliveries of As-Available Energy from this Facility will be made to the Company.
- () As-Available Energy deliveries from this Facility will be made to the Company and to other parties.

ARTICLE V: INTERCONNECTION

- 5.1 The QF's interconnection scheduling and cost responsibilities and parallel operating procedures shall be those specified in a separate interconnection agreement.
- 5.2 The location and voltage of the Point of Interconnection and the Point of Metering will be specified by the interconnection/transmission service agreement.

ARTICLE VI: ENERGY PAYMENTS

- 6.1 For that electric energy received by the Company at the Point of Delivery each month, the Company will pay the QF an amount as computed in Appendix A.
- 6.2 Energy payments pursuant to sections 9.1.1 and 9.1.2 hereof shall be subject to the delivery voltage adjustment value applicable to the Facility and approved from time to time by the FPSC pursuant to Appendix A.
- 6.3 Upon agreement by the Company and the QF and subject to approval by the FPSC, an alternative rate for the purchase of As-Available Energy may be negotiated in a separate agreement.

ARTICLE VII: CHARGES TO THE QF

The Company shall bill and the QF shall pay all charges applicable under Appendix A.

ARTICLE VIII: METERING

- 8.1 All electric energy shall be capable of being measured as described in Appendix A, Determination of Payment, at the Point of Metering. All electric energy delivered to the Company shall be adjusted for losses from the Point of Metering to the Point of Delivery. Any additional required metering equipment to measure electric energy and the telemetering equipment necessary to transmit such measurements to a location

specified by the Company shall be installed, calibrated and maintained by the Company and all related costs shall be charged to the QF, pursuant to Appendix A, as part of the Company's Interconnection Facilities.

- 8.2 All meter testing and related billing corrections, for electricity sold and purchased by the Company, shall conform to the metering and billing guidelines contained in FPSC Rules 25-6.052 through 25-6.060 and FPSC Rule 25-6.103, as they may be amended from time to time, notwithstanding that such guidelines apply to the utility as the seller of electricity.

ARTICLE IX: PAYMENT PROCEDURE

- 9.1 Bills shall be issued and payments shall be made monthly to the QF and by the QF in accordance with the following procedures:
- 9.1.1 The electric energy payment calculated for a given month shall be tendered, with cost tabulations showing the basis for payment, by the Company to the QF as a single payment. Such payments to the QF shall be due and payable twenty (20) business days following the date the meters are read.
- 9.1.2 When any amount is owing from the QF, the Company shall issue a monthly bill to the QF with cost tabulations showing the basis for the charges. All amounts owing to the Company from the QF shall be due and payable twenty (20) business days after the date of the Company's billing statement. Amounts owing to the Company for retail electric service shall be payable in accordance with the provisions of the applicable rate schedule.
- 9.1.3 At the option of the QF, the Company will provide a net payment or net bill, whichever is applicable, that consolidates amounts owing to the QF with amounts owing to the Company.

- 9.1.4 Except for charges for retail electric service, any amount due and payable from either Party to the other pursuant to this Agreement that is not received by the due date shall accrue interest from the due date at the rate equal to the thirty (30) day highest grade commercial paper as published in the Wall Street Journal on the first business day of each month. Such interest shall be compounded monthly.
- 9.1.5 The QF may elect net sale or simultaneous purchase and sale in accordance with the provisions of FPSC Rule 25-17.082, such election not to be changed more often than every twelve (12) months.
- 9.1.6 Payments to be made under this Contract shall, for a period of not longer than two (2) years, remain subject to adjustment based on billing adjustments due to error or omission by either Party.

ARTICLE X: INSURANCE

The provisions of this Article do not apply to a QF whose Facility is not directly interconnected with the Company's system.

- 10.1 The QF shall deliver to the Company, at least fifteen (15) days prior to the commencement of any work on the Company's Interconnection Facilities, a certificate of insurance certifying the QF's coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida naming the QF as a named insured and the Company as an additional named insured, which policy shall contain a broad form contractual endorsement specifically covering liabilities arising out of the interconnection with the Facility, or caused by the operation of the Facility or by the QF's failure to maintain the Facility in satisfactory and safe operating condition.

- 10.2 The insurance policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than \$1,000,000 for each occurrence. The required insurance policy shall be endorsed with a provision requiring the insurance company to notify the Company at least thirty (30) days prior the effective date of any cancellation or material change in the policy.
- 10.3 The QF shall pay all premiums and other charges due on said insurance policy and shall keep said policy in force during the entire period of interconnection with the Company.

ARTICLE XI: REGULATORY CHANGES

The Parties agree that the Company's payment obligations under this Agreement are expressly conditioned upon the mutual commitments set forth in this Agreement. Payments for as-available energy made to QF's pursuant to this Agreement shall be recovered by the Company through the Commission's periodic review of fuel and purchased power.

ARTICLE XII: FACILITY RESPONSIBILITY AND ACCESS

- 12.1 Representatives of the Company shall at all reasonable times have access to the Facility and to property owned or controlled by the QF and having relationship to the interconnection for the purpose of inspecting, testing, and obtaining other technical information deemed necessary by the Company in connection with this Agreement. Any inspections or testing by the Company shall not relieve the QF of its obligation to maintain the Facility.

12.2 In no event shall any Company statement, representation, or lack thereof, either express or implied, relieve the QF of its exclusive responsibility for the Facility and its exclusive obligations, if applicable, with the Transmission Service Utility. Any Company inspection of property or equipment owned or controlled by the QF or the Transmission Service Utility, or any Company review of or consent to the QF's or the Transmission Service Utility's plans, shall not be construed as endorsing the design, fitness or operation of the Facility or the Transmission Service Utility's equipment nor as a warranty or guarantee.

12.3 The Company shall reactivate the Company's Interconnection Facilities at its own expense if the same are rendered inoperable due to actions of the Company or its agents, or a Force Majeure Event.

ARTICLE XIII: INDEMNIFICATION

The QF agrees to indemnify and save harmless the Company and its employees, officers, and directors against any and all liability, loss, damage, costs or expense which the Company, its employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the QF in performing its obligations pursuant to this Agreement or the QF's failure to abide by the provisions of this Agreement. The Company agrees to indemnify and save harmless the QF and its employees, officers, and directors against any and all liability, loss, damage, cost or expense which the QF, its employees, officers, and directors may hereafter incur, suffer, or be required to pay by reason of negligence on the part of the Company in performing its obligations pursuant to this Agreement or the Company's failure to abide by the provisions of this Agreement. The QF agrees to include the Company as an additional insured in any liability insurance policy or policies the QF obtains to protect the QF's interests with respect to the QF's indemnity and hold harmless assurance to the Company contained in this Article.



**ARTICLE XIV: EXCLUSION OF INCIDENTAL
CONSEQUENTIAL AND INDIRECT DAMAGES**

Neither Party shall be liable to the other for incidental, consequential or indirect damages, including, but not limited to, the cost of replacement power, whether arising in contract, tort, or otherwise.

ARTICLE XV: COMMUNICATIONS

15.1 Any non-emergency or operational notice, request, consent, payment or other communication made pursuant to this Agreement to be given by one Party to the other Party shall be in writing, either personally delivered or mailed to the representative of said other Party designated in this section, and shall be deemed to be given when received. Notices and other communications by the Company to the QF shall be addressed to:

Notices to the Company shall be addressed to:

Manager-Cogeneration Contracts & Administration
Duke Energy Florida
P.O. Box 14042
St. Petersburg, FL 33733

15.2 Communications made for emergency or operational reasons may be made to the following persons and shall thereafter be confirmed promptly in writing.

To The Company: System Dispatcher on Duty
Title: System Dispatcher
Telephone: (727) 866-5888
Telecopier: (727) 384-7865

To The QF: Name: _____
Title: _____
Telephone: () _____
Telecopier: () _____



15.3 Either Party may change its representatives names in this section by prior written notice to the other Party.

15.4 The Parties' representatives designated above shall have full authority to act for their respective principals in all technical matters relating to the performance of this Agreement. However, they shall not have the authority to amend, modify, or waive any provision of this Agreement.

ARTICLE XVI: SECTION HEADINGS FOR CONVENIENCE

Article or section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

ARTICLE XVII: GOVERNING LAW

The interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Florida.



IN WITNESS WHEREOF, the QF has caused this Agreement to be executed by its duly authorized representatives on the day and year below.

The Qualifying Facility:

By: _____

Title: _____

Date: _____

ATTEST:

IN WITNESS WHEREOF, the Company has acknowledged receipt of this executed Agreement.

The Company:

By: _____

Title: _____

Date: _____



SECTION No. IX
FOURTH REVISED SHEET No. 9.200
CANCELS THIRD REVISED SHEET No. 9.200

THIS PAGE INTENTIONALLY LEFT BLANK



SECTION No. IX
FOURTH REVISED SHEET No. 9.201
CANCELS THIRD REVISED SHEET No. 9.201

THIS PAGE INTENTIONALLY LEFT BLANK



SECTION No. IX
FOURTH REVISED SHEET No. 9.202
CANCELS THIRD REVISED SHEET No. 9.202

THIS PAGE INTENTIONALLY LEFT BLANK



SECTION No. IX
FIFTH REVISED SHEET No. 9.203
CANCELS FOURTH REVISED SHEET No. 9.203

THIS PAGE INTENTIONALLY LEFT BLANK



SECTION No. IX
FOURTH REVISED SHEET No. 9.204
CANCELS THIRD REVISED SHEET No. 9.204

THIS PAGE INTENTIONALLY LEFT BLANK



SECTION No. IX
FOURTH REVISED SHEET No. 9.250
CANCELS THIRD REVISED SHEET No. 9.250

THIS PAGE INTENTIONALLY LEFT BLANK



SECTION No. IX
FOURTH REVISED SHEET No. 9.251
CANCELS THIRD REVISED SHEET No. 9.251

THIS PAGE INTENTIONALLY LEFT BLANK



SECTION No. IX
FOURTH REVISED SHEET No. 9.252
CANCELS THIRD REVISED SHEET No. 9.252

THIS PAGE INTENTIONALLY LEFT BLANK



SECTION No. IX
FOURTH REVISED SHEET No. 9.253
CANCELS THIRD REVISED SHEET No. 9.253

THIS PAGE INTENTIONALLY LEFT BLANK



SECTION No. IX
FOURTH REVISED SHEET No. 9.254
CANCELS THIRD REVISED SHEET No. 9.254

THIS PAGE INTENTIONALLY LEFT BLANK



SECTION No. IX
FOURTH REVISED SHEET No. 9.256
CANCELS THIRD REVISED SHEET No. 9.256

THIS PAGE INTENTIONALLY LEFT BLANK



SECTION No. IX
FOURTH REVISED SHEET No. 9.257
CANCELS THIRD REVISED SHEET No. 9.257

THIS PAGE INTENTIONALLY LEFT BLANK



SECTION No. IX
FOURTH REVISED SHEET No. 9.300
CANCELS THIRD REVISED SHEET No. 9.300

**APPENDIX A
RATES**

TABLE OF CONTENTS

	<u>Begins on Sheet No.</u>
SCHEDULE 1 Payments for As-Available Energy	9.310
SCHEDULE 2 Methodology for Calculating Avoided Energy Costs	9.320
SCHEDULE 3 Charges to Qualifying Facility	9.330



**APPENDIX A
RATES**

**SCHEDULE 1
PAYMENTS FOR AS-AVAILABLE ENERGY**

Payments:

As-Available Energy is purchased at a unit cost, in cents per kilowatt-hour, based on the Company's actual hourly avoided energy costs which are calculated by the Company in accordance with the methodology described in Schedule 2 of this Appendix. Customer charges directly attributable to the purchase of As-Available Energy from the Qualifying Facility are deducted from the Qualifying Facility's total monthly energy payment. Avoided energy costs include incremental fuel and identifiable variable operation and maintenance expenses, and identifiable variable utility power purchases. An adjustment for line losses reflecting delivery voltage shall also be included. When interchange transactions take place, the incremental costs are calculated after the purchase or before the sale of the interchange energy. All sales shall be adjusted for losses from the point of metering to the point of interconnection.

Estimated As-Available Energy Cost:

Upon request by a qualifying facility or any interested person, each utility shall provide within 30 days its most current projections of its generation mix, fuel price by type of fuel, and at least a five year projection of fuel forecasts to estimate future as-available energy prices as well as any other information reasonably required by the qualifying facility to project future avoided cost prices including, but not limited to, a 24 hour advance forecast of hour-by-hour avoided energy costs. The Company may charge an appropriate fee, not to exceed the actual cost of production and copying, for providing such information.

**APPENDIX A
RATES****SCHEDULE 2****METHODOLOGY FOR CALCULATING AVOIDED ENERGY COSTS****Introduction:**

A unit commitment computer program is utilized to determine the hourly avoided energy cost as the basis for purchase of as-available energy from qualifying facilities. All economic, unit constraint, and system requirements data necessary for program execution is based on real time data accumulated during the hour that energy was received.

Determination of Energy Block Size:

The energy received from all as-available QFs is determined by the Company's Meter Department for metered energy and the Company's Energy Control Department for telemetered energy. The Energy Control Department combines these inputs to determine the total energy received by the Company from QFs for the period. The energy block size will be the equivalent of this total divided by the number of hours in the period, rounded to the nearest five MW. The energy price payable to the QFs will be based on this energy block size. A time aligned matrix of energy received from each QF excluding non-time-of-day QFs (less than 100 KW) is produced from this data (Energy Received Matrix).

Unit Commitment Program Execution:

The Unit Commitment Program is executed with the following hourly input data for the desired period:

1. Unit constraint data to simulate actual unit operating conditions and availability.
2. Resource economic data consistent with the data used in the actual dispatch of energy resources. This includes a replacement cost of fuel based on an average forecast price from the Company's suppliers for oil, the price for interruptible gas, and the spot market price of coal.
3. System load and operating/spinning reserve requirements actually experienced.
4. Interchange purchases in the magnitude and at the average variable cost actually incurred. The cost of emergency purchases shall be assumed equal to that of the average unit cost of emergency purchases made during the prior twelve months' period for which emergency purchase information is available.

The unit commitment program is executed a second time for the same period with an increase in the hourly system load equal to the energy block size. All other data remain the same.

Determination of Energy Price:

A comparison of the unit commitment program executions described above produces the energy prices. The hourly cost of the second execution minus the corresponding hourly cost of the first execution equals the hourly energy cost avoided by the Company as a result of the energy supplied by the QFs. These hourly avoided energy costs will be arranged into a time aligned matrix of energy prices (Energy Price Matrix).

**APPENDIX A
RATES****SCHEDULE 2
METHODOLOGY FOR CALCULATING AVOIDED ENERGY COSTS**

Page 2 of 2

Determination of Identifiable Variable Operation & Maintenance Cost:

The Company's Fossil Plant Performance Department examines for a five year historic period all the Company's production operation and maintenance expenses excluding fuel costs and identifies the variable component. A ratio of variable costs to total O&M costs excluding fuel is derived for various fossil generating types. The appropriate ratio is applied to each fossil generating type's unit cost (on a KWH basis) for the most current twelve months' period to establish the current variable O&M unit cost for each generating type. These unit costs are then weighted according to the current twelve months' generation output of each generating type to determine the average current variable O&M unit cost.

Determination of Line Loss (Delivery Voltage) Adjustment:

The Company's average system line losses are analyzed annually for the prior calendar year, and delivery efficiencies are developed for the transmission, distribution primary, and distribution secondary voltage levels. This analysis is provided in the Company's fuel cost recovery filing with the FPSC and/or the Company's filing of its Open Access Transmission Tariff with FERC. An adjustment factor, calculated as the reciprocal of the appropriate delivery efficiency factor, is applicable to the above determined avoided costs to reflect the delivery voltage level at which QF energy is received by the Company.

Determination of Payment:

The actual payment to each QF for the period is determined by one of the following methods:

1. For QFs (less than 100 KW) Time-of-Day Metered

Average On-Peak and Off-Peak energy prices derived from the "Energy Price Matrix" are applied to the QF's corresponding On-Peak and Off-Peak energy contained in the "Energy Received Matrix." Added to this amount is an amount representing avoided variable O&M cost which is calculated by applying the Company's variable O&M cost per KWH to the total energy received by the Company from the QF. The total amount derived is then adjusted by the delivery voltage adjustment.

2. For QFs (less than 100 KW) Non-Time-of-Day Metered

The average Off-Peak energy price derived from the "Energy Price Matrix" is applied to the QF's energy contained in the "Energy Received Matrix." Added to this amount is an amount representing avoided variable O&M cost which is calculated by applying the Company's variable O&M cost per KWH to the total energy received by the Company from the QF. The total amount derived is then adjusted by the delivery voltage adjustment.

3. For QFs (100 KW or Greater) Hourly Metered

The "Energy Price Matrix" is applied to corresponding elements of the QF's "Energy Received Matrix." Added to this amount is an amount representing avoided variable O&M cost which is calculated by applying the Company's variable O&M cost per KWH to the total energy received by the Company from the QF. The total amount derived is then adjusted by the delivery voltage adjustment.



**APPENDIX A
RATES**

**SCHEDULE 3
CHARGES TO QUALIFYING FACILITY**

Customer Charges:

The Qualifying Facility shall be responsible for all FPSC approved charges for any retail service that may be provided by the Company. The Qualifying Facility shall be billed at the customer charge rate stated in DEF's applicable standby tariff monthly for the costs of meter reading, billing, and other appropriate administrative costs.

Operation, Maintenance, and Repair Charges:

The Qualifying Facility shall pay for operation, maintenance and repair charges in accordance with its interconnection/transmission service agreement.

Taxes and Assessments:

The Qualifying Facility shall be billed or credited monthly an amount equal to the taxes, assessments, or other impositions, if any, for which the Company is liable as a result of its installation of facilities in connection with this Agreement, its purchase of As-Available Energy produced by the Qualifying Facility, or any other activity undertaken pursuant to this Agreement. Such amount billed shall not include any amounts (i) for which the Company would have been liable had it generated or purchased from other sources an equivalent amount of electric energy; or (ii) which are recovered by the Company.

APPENDIX C
STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM
CAPACITY AND ENERGY FROM A RENEWABLE ENERGY
PRODUCER OR QUALIFYING FACILITY LESS THAN 100 KW



SECTION No. IX
SECOND REVISED SHEET NO. 9.400
CANCELS FIRST REVISED SHEET NO. 9.400

STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY
AND ENERGY FROM A RENEWABLE ENERGY PRODUCER
OR QUALIFYING FACILITY LESS THAN 100 KW

TABLE OF CONTENTS

	<u>SHEET NO:</u>
Standard Offer Contract	9.400
Appendix A - Monthly Capacity Payment Calculation	9.442
Appendix B - Termination Fee	9.444
Appendix C - Detailed Project Information	9.446
Appendix D – Rate Schedule COG-2	9.452
Appendix E -Agreed Upon Payment Schedules and Other Mutual Agreements	9.470
Appendix F - FPSC Rules 25-17.080 through 25-17.310	9.475



SECTION NO. IX
FIRST REVISED SHEET NO. 9.401
CANCELS ORIGINAL SHEET NO. 9.401

STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY
AND ENERGY FROM A RENEWABLE ENERGY PRODUCER
OR QUALIFYING FACILITY LESS THAN 100 KW

between

and

DUKE ENERGY FLORIDA



TABLE OF CONTENTS

i

	<u>SHEET NO:</u>
Introduction & Parties' Recitals	9.404
1. Definitions	9.405
2. Facility; Renewable Facility or Qualifying Facility Status	9.414
3. Term of Contract	9.415
4. Minimum Specifications and Milestones	9.415
5. Conditions Precedent	9.416
6. Sale of Electricity by the RF/QF	9.417
7. Committed Capacity/Capacity Delivery Date	9.418
8. Testing Procedures	9.419
9. Payment for Electricity Produced by the Facility	9.420
10. Electricity Production and Plant Maintenance Schedule	9.421
11. Completion/Performance Security	9.423
12. Termination Fee	9.425
13. Performance Factor	9.426
14. Default	9.427
15. Rights in the Event of Default	9.428
16. Indemnification	9.428



TABLE OF CONTENTS

ii

17 Insurance	9.429
18. Force Majeure	9.431
19. Representations, Warranties, and Covenants of RF/QF	9.433
20. General Provisions	9.435
Execution	9.441



**STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY
AND ENERGY FROM A RENEWABLE ENERGY PRODUCER
OR QUALIFYING FACILITY LESS THAN 100 KW**

THIS STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY (hereinafter referred to as the "Contract") is made and entered this ____ day of _____, ____ (hereinafter referred to as the "Execution Date"), by and between _____ (hereinafter the Renewable Energy Provider/Qualifying Facility ("RF/QF"), and Duke Energy Florida, Inc. d/b/a Duke Energy (hereinafter "DEF"), a private utility corporation organized and existing under the laws of the State of Florida. The RF/QF and DEF shall be individually identified herein as the "Party" and collectively as the "Parties". This Contract contains five Appendices which are incorporated into and made part of this Contract: Appendix A: Monthly Capacity Payment Calculation; Appendix B: Termination Fee; Appendix C: Detailed Project Information; Appendix D: Rate Schedule COG-2; Appendix E: Agreed Upon Payment Schedules and Other Mutual Agreements; and Appendix F: Florida Public Service Commission ("FPSC") Rules 25-17.080 through 25-17.310, F.A.C.

WITNESSETH:

WHEREAS, the RF/QF desires to sell, and DEF desires to purchase electricity to be generated by the RF/QF consistent with Florida Statutes 366.91 (2006) and FPSC Rules 25-17.080 through 25-17.310 F.A.C.; and

WHEREAS, the RF/QF will acquire an interconnection/transmission service agreement with the utility in whose service territory the Facility is to be located, pursuant to which the RF/QF assumes contractual responsibility to make any and all transmission-related arrangements (including ancillary services) between the RF/QF and the Transmission Provider for delivery of the Facility's firm capacity and energy to DEF. The Parties recognize that the Transmission Provider may be DEF and that the transmission service will be provided under a separate agreement; and

WHEREAS, the FPSC has approved this Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer; and

WHEREAS, the RF/QF guarantees that the Facility is capable of delivering firm capacity and energy to DEF for the term of this Contract in a manner consistent with the provision of this Contract;

NOW, THEREFORE, for mutual consideration the Parties agree as follows:



1. Definitions

“AFR” means the Facility’s annual fuel requirement.

“AFTR” means the Facility’s annual fuel transportation requirement

“Annual Capacity Billing Factor” or “ACBF” means 12 month rolling average of the Monthly Availability Factor as further defined and explained in Appendix A.

“Appendices” shall mean the schedules, exhibits, and attachments which are appended hereto and are hereby incorporated by reference and made a part of this Contract. Such Appendices include:

“Appendix A” sets forth the Monthly Capacity Payment Calculation.

“Appendix B” sets forth the Termination Fee.

“Appendix C” sets forth the Detailed Project Information.

“Appendix D” sets forth Rate Schedule COG-2.

“Appendix E” sets forth the Agreed Upon Payment Schedules and Other Mutual Agreements

“Appendix F” sets forth Florida Public Service Commission ("FPSC") Rules 25-17.080 through 25-17.310, F.A.C.

“As-Available Energy Rate” means the rate calculated by DEF in accordance with FPSC Rule 25-17.0825, F.A.C., and DEF's Rate Schedule COG-1, as they may each be amended from time to time

“Authorization to Construct” means authorization issued by any appropriate Government Agency to construct or reconstruct the Facility granted to RF/QF in accordance with the laws of the State of Florida and any relevant federal law.

“Avoided Unit” means the electrical generating unit described in Section 4 upon which this Contract is based.

“Avoided Unit Energy Cost” has the meaning assigned to it in Appendix D.

“Avoided Unit Fuel Cost” has the meaning assigned to it in Appendix D.

“Avoided Unit Heat Rate” means the average annual heat rate of the Avoided Unit as defined in Section 4.

“Avoided Unit In-Service Date” means the date upon which the Avoided Unit would have started commercial operation as specified in Section 4.

“Avoided Unit Life” means the economic life of the Avoided Unit.

“Avoided Unit Variable O&M” means the Avoided Unit variable operation and maintenance expenses as defined in Section 4. The annual escalation will begin in the payment for January deliveries.



“Base Capacity Payment” or “BCP” means capacity payment rates defined in Appendix D and further defined by the selection of Option A,B,C or D in Section 9.2 or in Appendix E if applicable.

“Base Year” means the year that this Contract was approved by the FPSC.

“Business Day” means any day except a day upon which banks licensed to operate in the State of Florida are authorized, directed or permitted to close, Saturday, Sunday or a weekday that is observed as a public holiday in the State of Florida.

“CAMD” means the Clean Air Markets Division of the Environmental Protection Agency or successor administrator (collectively with any local, state, regional, or federal entity given jurisdiction over a program involving transferability of Environmental Attributes).

“Capacity” means the minimum average hourly net capacity (generator output minus auxiliary load) measured over the Committed Capacity Test Period.

“Capacity Delivery Date” means the first calendar day immediately following the date of the Facility's successful completion of the first Committed Capacity Test.

“Capacity Payment” means the payment defined in Section 9.2 and Appendix A.

“Committed Capacity” or “CC” means the capacity in MW that the RF/QF commits to sell to DEF, the amount of which shall be determined in accordance with Section 7.

“Committed Capacity Test” means the testing of the capacity of the Facility performed in accordance with the procedures set forth in Section 8.

“Committed Capacity Test Period” means a test period of twenty-four (24) consecutive hours.

“Completed Permits Date” means the date by which the RF/QF must complete licensing and certification, and obtain all federal, state and local governmental, environmental, and licensing approvals required to initiate construction of the Facility including Qualifying Facility status. This date is specified in Section 4.

“Completion/Performance Security” means the security described in Section 11.

“Conditions Precedent” shall have the meaning assigned to it in Section 5.

“Contract” means this standard offer contract for the purchase of Firm Capacity and Energy from a Renewable Energy Producer or Qualifying Facility with a nameplate capacity of less than 100 kW.

“Credit Support Provider” means any Person that has provided an RF/QF Guarantee in connection with this Agreement.



“Creditworthy” with respect to a Party or its Credit Support Provider, as applicable, means a party is rated at least BBB by Standard & Poor’s (S&P), or at least Baa3 by Moody’s Investor Services (Moody’s). Rating shall be the unsecured, senior long-term debt rating (not supported by third party credit enhancement) or the issuer rating will be used if not available. If a Party or its Credit Support Provider, as applicable, is rated by both S&P and Moody’s, then the lower of the two ratings will apply.

“DEF” has the meaning assigned to it in the opening paragraph of this Contract.

“DEF Entities” has the meaning assigned to it in Section 16.

“Demonstration Period” means a sixty-hour period in which the Committed Capacity Test must be completed.

“Distribution System” means the distribution system consisting of electric lines, electric plant, transformers and switchgear used for conveying electricity to ultimate consumers, but not including any part of the Transmission System.

“Dispute” shall have the meaning assigned to it in Section 20.9.

“Drop Dead Date” means the date which is twelve (12) months following the Execution Date except for the condition defined in Section 5(a)(i). The Parties recognize that firm transmission service agreements can take up to 24 months to obtain so for Section 5(a)(i) only the Drop Dead Date means the date which is twenty four (24) months following the Execution Date.

“Eastern Prevailing Time” or “EPT” means the time in effect in the Eastern Time Zone of the United States of America, whether Eastern Standard Time or Eastern Daylight Savings Time.

“Effective Date” has the meaning assigned to it in Section 5.

“Electrical Interconnection Point” means the physical point at which the Facility is connected with the Transmission System or, if RF/QF interconnects with a Transmission System other than DEF’s, DEF’s interconnection with the Transmission Provider’s Transmission System, or such other physical point on which RF/QF and DEF may agree.



“Eligible Collateral” means (i) a Letter of Credit from a Qualified Institution or (ii) cash deposit provided to DEF by RF/QF or a combination of (i), and/or (ii) as outlined in Section 11.

“Energy” means megawatt-hours generated by the Facility of the character commonly known as three-phase, sixty hertz electric energy that is delivered at a nominal voltage at the Electrical Interconnection Point.

“Environmental Attributes” means all attributes of an environmental or other nature that are created or otherwise arise from the Facility’s generation of electricity from a renewable energy source in contrast with the generation of electricity using nuclear or fossil fuels or other traditional resources. Forms of such attributes include, without limitation, any and all environmental air quality credits, green credits, renewable energy credits (“RECs”), carbon credits, emissions reduction credits, certificates, tags, offsets, allowances, or similar products or rights, howsoever entitled, (i) resulting from the avoidance of the emission of any gas, chemical, or other substance, including but not limited to, mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter or similar pollutants or contaminants of air, water or soil gas, chemical, or other substance, and (ii) attributable to the generation, purchase, sale or use of Energy from or by the Facility, or otherwise attributable to the Facility during the Term. Environmental Attributes include, without limitation, those currently existing or arising during the Term under local, state, regional, federal, or international legislation or regulation relevant to the avoidance of any emission described in this Contract under any governmental, regulatory or voluntary program, including, but not limited to, the United Nations Framework Convention on Climate Change and related Kyoto Protocol or other programs, laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency (“CAMD”) or successor administrator (collectively with any local, state, regional, or federal entity given jurisdiction over a program involving transferability of Environmental Attributes.).

“Event of Default” has the meaning assigned to it in Section 14.

“Execution Date” has the meaning assigned to it in the opening paragraph of this Contract.

“Exemplary Early Capacity Payment Date” means the exemplary date used to calculate Capacity Payments for Option B and D. This date is specified in Section 4. The actual Capacity Payments for Option B and D will be calculated based upon the Required Capacity Delivery Date.

“Expiration Date” means the final date upon which this Contract can be executed. This date is specified in Section 4.

“Facility” means all equipment, as described in this Contract, used to produce electric energy and, and all equipment that is owned or controlled by the RF/QF required for parallel operation with the Transmission System. In the case of a cogenerator the Facility includes all equipment that is owned or controlled by the RF/QF to produce useful thermal energy through the sequential use of energy.

“Financial Closing” means the fulfillment of each of the following conditions:

- (a) the execution and delivery of the Financing Documents; and
- (b) all Conditions Precedent to the initial availability for disbursement of funds under the Financing Documents (other than relating to the effectiveness of this Contract) are satisfied or waived.

“Financing Documents” shall mean documentation with respect to any private equity investment in RF/QF, any loan agreements (including agreements for any subordinated debt), notes, bonds, indentures, guarantees, security agreements and hedging agreements relating to the financing or refinancing of the design, development, construction, Testing, Commissioning, operation and maintenance of the Facility or any guarantee by any Financing Party of the repayment of all or any portion of such financing or refinancing.

“Financing Party” means the Persons (including any trustee or agent on behalf of such Persons) providing financing or refinancing to or on behalf of RF/QF for the design, development, construction, testing, commissioning, operation and maintenance of the Facility (whether limited recourse, or with or without recourse).

“Firm Capacity and Energy” has the meaning assigned to it in Appendix D.

“Firm Capacity Rate” has the meaning assigned to it in Appendix D.

“Firm Energy Rate” has the meaning assigned to it in Appendix D.

“Force Majeure” has the meaning given to it in Section 18.

“FPSC” means the Florida Public Service Commission or its successor.

“Government Agency” means the United States of America, or any state or any other political subdivision thereof, including without limitation, any municipality, township or county, and any domestic entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, without limitation, any corporation or other entity owned or controlled by any of the foregoing.



“IEEE” means the Institute of Electrical and Electronics Engineers, Inc.

“Indemnified Party” has the meaning assigned to it in Section 16.

“Indemnifying Party” has the meaning assigned to it in Section 16.

“Initial Reduction Value” has the meaning assigned to it in Appendix B.

“Insurance Services Office” has the meaning assigned to it in Section 17.

“KVA” means one or more kilovolts-amperes of electricity, as the context requires.

“kW” means one or more kilowatts of electricity, as the context requires.

“kWh” means one or more kilowatt-hours of electricity, as the context requires.

“Letter of Credit” means a stand-by letter of credit from a Qualified Institution that is acceptable to DEF whose approval may not be unreasonably withheld. The Letter of Credit must provide that DEF has the right to draw on the Letter of Credit in the event that less than twenty (20) Business Days remain until its expiration and RF/QF has failed to renew the Letter of Credit or provide replacement Eligible Collateral as required under this Agreement.

“LOI” means a letter of intent for fuel supply.

“MCPC” means the Monthly Capacity Payment for Option A.

“Monthly Billing Period” means the period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 a.m., on the Capacity Delivery Date and ending with the last calendar day of such month.

“Monthly Availability Factor” or “MAF” means the total energy received during the Monthly Billing Period for which the calculation is made, divided by the product of Committed Capacity and the total hours during the Monthly Billing Period.

“Monthly Capacity Payment” or “MCP” means the payment for Capacity calculated in accordance with Appendix A.

“MW” means one or more megawatts of electricity, as the context requires.

“MWh” means one or more megawatt-hours of electricity, as the context requires.

“Option A” means normal Capacity Payments as described in Appendix D.

“Option B” means early Capacity Payments as described in Appendix D.

“Option C” means levelized Capacity Payments as described in Appendix D.

“Option D” means early levelized Capacity Payments as described in Appendix D.

“Party” or “Parties” has the meaning assigned to it in the opening paragraph of this Contract.

“Person” means any individual, partnership, corporation, association, joint stock company trust, joint venture, unincorporated organization, or Governmental Agency (or any department, agency, or political subdivision thereof).

“Project Consents” mean the following Consents, each of which is necessary to RF/QF for the fulfillment of RF/QF’s obligations hereunder:

- (a) the Authorization to Construct;
- (b) planning permission and consents in respect of the Facility, and any electricity substation located at the Facility site, including but not limited to, a prevention of significant deterioration permit, a noise, proximity and visual impact permit, and any required zoning permit; and
- (c) any integrated pollution control license.

“Project Contracts” means this Contract, and any other contract required to construct, operate and maintain the Facility. The Project Contracts may include, but are not limited to, the turnkey engineering, procurement and construction contract, the electrical interconnection and operating agreement, the fuel supply agreement, the facility site lease, and the operation and maintenance agreement.

“Prudent Utility Practices” means any of the practices, methods, standards and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of owners and operators of power plants of technology, complexity and size similar to the Facility in the United States) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result and goals (including such goals as efficiency, reliability, economy and profitability) in a manner consistent with applicable facility design limits and equipment specifications and applicable laws and regulations. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts in each case taking into account the Facility as an independent power project.



“Qualifying Facility” or “QF” means a cogenerator, small power producer, or non-utility generator that has been certified or self-certified by the FERC as meeting certain ownership, operating and efficiency criteria established by the Federal Energy Regulatory Commission pursuant to the Public Utility Regulatory Policies Act of 1978 (“PURPA”), the criteria for which are currently set forth in 18 C.F.R. § 292, *et seq.* (2006), Section 210 of PURPA, 16 U.S.C. § 824a-3 (2005), 16 U.S.C. 796 *et seq.* (2006), and Section 1253 of EPAct 2005, Pub. L. No. 109-58, § 1253, 119 Stat. 594 (2005) or, alternatively, analogous provisions under the laws of the State of Florida.

“Qualified Institution” means the domestic office of a United States commercial bank or trust company or the United States branch of a foreign bank having total assets of at least ten billion dollars (\$10,000,000,000) (which is not an affiliate of either party) and a general long-term senior unsecured debt rating of A- or higher (as rated by Standard & Poor’s Ratings Group), or A3 or higher (as rated by Moody’s Investor Services).

“Rate Schedule COG-1” means DEF’s Agreement for Purchase of As-Available Energy and/or Parallel Operation with a Qualifying Facility as approved by the FPSC and as may be amended from time to time.

“REC” means renewable energy credits, green tags, green tickets, renewable certificates, tradable renewable energy credits (“T-REC”) or any tradable certificate that is produced by a renewable generator in addition to and in proportion to the production of electrical energy.

“Reduction Value” has the meaning assigned to it in Appendix B.

“Renewable Facility” or “RF/QF” means an electrical generating unit or group of units at a single site, interconnected for synchronous operation and delivery of electricity to an electric utility, where the primary energy in British Thermal Units used for the production of electricity is from one or more of the following sources: hydrogen produced from sources other than fossil fuels, biomass, solar energy, geothermal energy, wind energy, ocean energy, hydroelectric power or waste heat from a commercial or industrial manufacturing process.

“Required Capacity Deliver Date” means the date specified in Appendix E. In the event that no Required Capacity Delivery Date is specified in Appendix E then the RF/QF shall achieve the Capacity Delivery Date on or before the Avoided Unit In-Service Date

“RF/QF Entities” has the meaning assigned to it in Section 16.



“RF/QF Insurance” has the meaning assigned to it in Section 17.

“RF/QF Performance Security” has the meaning assigned in Section 11.

“Security Documentation” has the meaning assigned to it in Section 12.

“Term” has the meaning assigned to it in Section 3.

“Termination Date” means the date upon which this Contract terminates unless terminated earlier in accordance with the provisions hereof. This date is specified in Section 4.

“Termination Fee” means the fee described in Appendix B as it applies to any Capacity Payments made under Option B, C or D.

“Termination Security” has the meaning assigned to it in Section 12.

“Transmission Provider” means the operator(s) of the Transmission System(s) or any successor thereof or any other entity or entities authorized to transmit Energy on behalf of RF/QF from the Electrical Interconnection Point.

“Transmission System” means the system of electric lines comprised wholly or substantially of high voltage lines, associated system protection, system stabilization, voltage transformation, and capacitance, reactance and other electric plant used for conveying electricity from a generating station to a substation, from one generating station to another, from one substation to another, or to or from any Electrical Interconnection Point or to ultimate consumers and shall include any interconnection owned by the Transmission Provider or DEF, but shall in no event include any lines which the Transmission Provider has specified to be part of the Distribution System except for any distribution facilities required to accept capacity and energy from the Facility.

2. Facility; Renewable Facility or Qualifying Facility Status

The Facility's location and generation capabilities are as described in Table 1 below.

TABLE 1

TECHNOLOGY AND GENERATOR CAPABILITIES	
Location: Specific legal description (e.g., metes and bounds or other legal description with street address required)	City: County:
Generator Type (Induction or Synchronous)	
Technology	
Fuel Type and Source	
Generator Rating (KVA)	
Maximum Capability (kW)	
Net Output (kW)	
Power Factor (%)	
Operating Voltage (kV)	
Peak Internal Load kW	

The RF/QF's failure to complete Table 1 in its entirety shall render this Contract null and void and of no further effect.

The RF/QF shall use the same fuel or energy source and maintain the status as a Renewable Facility or a Qualifying Facility throughout the term of this Contract. RF/QF shall at all times keep DEF informed of any material changes in its business which affects its Renewable Facility or Qualifying Facility status. DEF and RF/QF shall have the right, upon reasonable notice of not less than seven (7) Business Days, to inspect the Facility and to examine any books, records, or other documents reasonably deemed necessary to verify compliance with this Contract. In the event of an emergency at or in proximity to the RF/QF site that impacts DEF's system, DEF shall make reasonable efforts to contact the Facility and make arrangements for an emergency inspection. On or before March 31 of each year during the term of this Contract, the RF/QF shall provide to DEF a certificate signed by an officer of the RF/QF certifying that the RF/QF continuously maintained its status as a Renewable Facility or a Qualifying Facility during the prior calendar year.



3. Term of Contract

Except as otherwise provided herein, this Contract shall become effective immediately upon its execution by the Parties and shall end at 12:01 a.m. on the Termination Date, (the "Term") unless terminated earlier in accordance with the provisions hereof. Notwithstanding the foregoing, if the Capacity Delivery Date of the Facility is not accomplished by the RF/QF before the Required Capacity Delivery Date (or such later date as may be permitted by DEF pursuant to Section 7), this Contract shall be rendered null and void and DEF's shall have no obligations under this Contract.

4. Minimum Specifications and Milestones

As required by FPSC Rule 25-17.0832(4)(e), the minimum specifications pertaining to this Contract and milestone dates are as follows:

Avoided Unit	Undesignated Combustion Turbine
Avoided Unit Capacity	849 MW
Avoided Unit In-Service Date	June 1, 2024
Avoided Unit Heat Rate	10,239 BTU/kWh
Avoided Unit Variable O&M	0.1152¢ per kWh in mid-2016 dollars escalating annually at 2.50%
Avoided Unit Life	35 years
Capacity Payments begin	Avoided Unit In-Service Date unless Option B, or D is selected or amended in Appendix E
Termination Date	May 31, 2034 (10 years) unless amended in Appendix E
Minimum Performance Standards – On Peak Availability Factor*	95%
Minimum Performance Standards – Off Peak Availability Factor	95%
Minimum Availability Factor Required to qualify for a Capacity payment	75%
Expiration Date	April 1, 2017
Completed Permits Date	June 1, 2022
Exemplary Early Capacity Payment Date	January 1, 2023

* RF/QF performance shall be as measured and/or described in Appendix A.

5. Conditions Precedent

- (a) Unless otherwise waived in writing by DEF, on or before the Drop Dead Date, RF/QF shall satisfy the following Conditions Precedent:
- (i) RF/QF shall have obtained firm transmission service necessary to deliver Capacity and energy from the Facility to the Electrical Interconnection Point, in a form and substance satisfactory to RF/QF in its sole discretion;
 - (ii) RF/QF shall have obtained the Project Consents and any other Consents for which it is responsible under the terms hereof in a form and substance satisfactory to RF/QF in its sole discretion;
 - (iii) RF/QF shall have entered into Financing Documents relative to the construction of the Facility and have achieved Financial Closing in a form and substance satisfactory to RF/QF in its sole discretion;
 - (iv) RF/QF shall have entered into the Project Contracts in a form and substance satisfactory to RF/QF in its sole discretion;
 - (v) RF/QF shall have obtained insurance policies or coverage in compliance with Section 17;
 - (vi) Each Party shall have delivered to the other Party (i) a copy of its constitutional documents (certified by its corporate secretary as true, complete and up-to-date) and (ii) a copy of a corporate resolution approving the terms of this Contract and the transactions contemplated hereby and authorizing one or more individuals to execute this Contract on its behalf (such copy to have been certified by its corporate representative as true, complete and up-to-date);
 - (vii) RF/QF shall have obtained Qualifying Facility status from either the FPSC or FERC.
- (b) Promptly upon satisfaction of the Conditions Precedent to be satisfied, the Party having satisfied the same shall deliver to the other Party a certificate evidencing such satisfaction. DEF may waive the satisfaction of a Condition Precedent at its sole discretion. Such waiver must be made in writing. Subject to there being no Event of Default which has occurred and/or is continuing as of the date upon which the last of such certificates is delivered, the date of such last certificate shall constitute the effective date of this Contract (the "Effective Date").
- (c) Unless all Conditions Precedent are satisfied on or before the Drop Dead Date or such Conditions Precedent are waived in writing, this Contract shall terminate on such date and neither Party shall have any further liability to the other Party hereunder.
- (d) RF/QF shall achieve the Capacity Delivery Date on or before the Required Capacity Delivery Date.

- (e) RF/QF shall ensure that before the initial Committed Capacity Test:
- (a) the Facility shall have been constructed so that the Committed Capacity Test may be duly and properly undertaken in accordance with Section 7; and
 - (b) an operable physical connection from the Facility to the Transmission System shall have been effected in accordance with the electrical interconnection and operating agreement required by the Transmission Provider, provided, however, that such physical connection shall be made consistent with the terms hereof.

6. Sale of Electricity by the RF/QF

- 6.1** Consistent with the terms hereof, the RF/QF shall sell to DEF and DEF shall purchase from the RF/QF electric power generated by the Facility. The purchase and sale of electricity pursuant to this Contract shall be a () net billing arrangement or () simultaneous purchase and sale arrangement; provided, however, that no such arrangement shall cause the RF/QF to sell more than the Facility's net output. The billing methodology may be changed at the option of the RF/QF, subject to the provisions of Appendix D.
- 6.2** Ownership and Offering For Sale Of Renewable Energy Attributes
- The RF/QF shall retain any and all rights to own and to sell any and all Environmental Attributes associated with the electric generation of the Facility.
- 6.3** The RF/QF shall not rely on interruptible or curtailable standby service for the start up requirements (initial or otherwise) of the Facility.
- 6.4** The RF/QF shall be responsible for the scheduling of required transmission and for all costs, expenses, taxes, fees and charges associated with the delivery of energy to DEF. The RF/QF shall enter into a transmission service agreement with the Transmission Provider in whose service territory the Facility is to be located and the RF/QF shall make any and all transmission-related arrangements (including interconnection and ancillary services) between the RF/QF and the Transmission Provider for delivery of the Facility's firm Capacity and energy to DEF. The Capacity and energy amounts paid to the RF/QF hereunder do not include transmission losses. The RF/QF shall be responsible for transmission losses that occur prior to the point at which the RF/QF's energy is delivered to DEF. The Parties recognize that the Transmission Provider may be DEF and that if DEF is the Transmission Provider, the transmission service will be provided under a separate agreement.

7. Committed Capacity/Capacity Delivery Date

- 7.1** In the event that the RF/QF elects to make no commitment as to the quantity or timing of its deliveries to DEF, then its Committed Capacity as defined in the following Section 7.2 shall be zero (0) MW. If the Committed Capacity is zero (0) MW, Sections 7.2 through Section 7.7 and all of Section 8 shall not apply.
- 7.2** If the RF/QF commits to sell capacity to DEF, the amount of which shall be determined in accordance with this Section 7. Subject to Section 7.4, the Committed Capacity is set at _____ kW, with an expected Capacity Delivery Date on or before the Required Capacity Delivery Date.
- 7.3** Capacity testing of the Facility (each such test a Committed Capacity Test) shall be performed in accordance with the procedures set forth in Section 8. The Demonstration Period for the first Committed Capacity Test shall commence no earlier than ninety (90) days before the Required Capacity Delivery Date and testing must be completed before the Avoided Unit In-Service Date or an earlier date in Appendix E. The first Committed Capacity Test shall not be successfully completed unless the Facility demonstrates a Capacity of at least one hundred percent (100%) of the Committed Capacity set forth in Section 7.2. Subject to Section 8.1, the RF/QF may schedule and perform up to three (3) Committed Capacity Tests to satisfy the requirements of the Contract with respect to the first Committed Capacity Test.
- 7.4** In addition to the first Committed Capacity Test, DEF shall have the right to require the RF/QF, after notice of no less than ten (10) Business Days prior to such proposed event, to validate the Committed Capacity by means of a Committed Capacity Test at any time, up to two (2) times per year, the results of which shall be provided to DEF within seven (7) calendar days of the conclusion of such test. On and after the date of such requested Committed Capacity Test, and until the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be set at the lower of the Capacity tested or the Committed Capacity as set forth in Section 7.2. Provided however, any such second test requested within a twelve (12) month period must be for cause.

- 7.5 Notwithstanding anything contrary to the terms hereof, the Committed Capacity may not exceed the amount set forth in Section 7.2 without the consent of DEF, which consent shall be granted in DEF's sole discretion.
- 7.6 Unless Option B or D as contained in Appendix D or Appendix E is chosen by RF/QF, DEF shall make no Capacity Payments to the RF/QF prior to the Avoided Unit In-Service Date.
- 7.7 The RF/QF shall be entitled to receive Capacity Payments beginning on the Capacity Delivery Date, provided the Capacity Delivery Date occurs before the Required Capacity Delivery Date (or such later date permitted by DEF). If the Capacity Delivery Date does not occur before the Required Capacity Delivery Date, DEF shall immediately be entitled to draw down the Completion/Performance Security in full.

8. Testing Procedures

- 8.1 The Committed Capacity Test must be completed successfully within the Demonstration Period, which period, including the approximate start time of the Committed Capacity Test, shall be selected and scheduled by the RF/QF by means of a written notice to DEF delivered at least thirty (30) calendar days prior to the start of such period. The provisions of the foregoing sentence shall not apply to any Committed Capacity Test ordered by DEF under any of the provisions of this Contract. DEF shall have the right to be present onsite to monitor firsthand any Committed Capacity Test required or permitted under this Contract.
- 8.2 The Committed Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "Committed Capacity Test Period") at the highest sustained net kW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. The Committed Capacity Test Period shall commence at the time designated by the RF/QF pursuant to Section 8.1 or at such time requested by DEF pursuant to Section 7.4; provided, however, that the Committed Capacity Test Period may commence earlier than such time in the event that DEF is notified of, and consents to, such earlier time.
- 8.3 Normal station service use of unit auxiliaries, including, without limitation, cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Committed Capacity Test Period.
- 8.4 The Capacity of the Facility shall be the minimum hourly net output in kW (generator output minus auxiliary) measured over the Committed Capacity Test Period.

- 8.5 The Committed Capacity Test shall be performed according to standard industry testing procedures for the appropriate technology of the RF/QF.
- 8.6 The results of any Committed Capacity Test, including all data related to Facility operation and performance during testing, shall be submitted to DEF by the RF/QF within seven (7) calendar days of the conclusion of the Committed Capacity Test. The RF/QF shall certify that all such data is accurate and complete.

9. Payment for Electricity Produced by the Facility

9.1 Energy

- 9.1.1 DEF agrees to pay the RF/QF for energy produced by the Facility and delivered to DEF in accordance with the rates and procedures contained in DEF's approved Rate Schedule COG-1, as it may be amended from time to time if the Committed Capacity pursuant to Section 7.2 is set to zero. If the Committed Capacity is greater than zero MW, then DEF agrees to pay the RF/QF for energy produced by the Facility and delivered to DEF in accordance with the rates and procedures contained in Appendix D, as it may be amended from time to time. The Parties agree that this Contract shall be subject to all of the provisions contained in Rate Schedule COG-1 or Appendix D whichever applies as approved and on file with the FPSC.
- 9.1.2 DEF may, at its option, limit deliveries under this Contract to 110% of the Committed Capacity as set forth in Section 7. In the event that DEF chooses to limit deliveries, any energy in excess of 110% of the Committed Capacity will be paid for at the rates defined in Rate Schedule COG-1 and shall not be included in the calculations in Appendix A hereto.

9.2 Capacity

DEF agrees to pay the RF/QF for the Capacity described in Section 7 in accordance with the rates and procedures contained in Appendix D, as it may be amended and approved from time to time by the FPSC, and pursuant to the election of Option _____ of Appendix D or an alternative rate schedule in Appendix E. The RF/QF understands and agrees that Capacity Payments will only be made if the Capacity Delivery Date occurs before the Required Capacity Delivery Date and the Facility is delivering firm Capacity and Energy to DEF. Once so selected, this Option, the Firm Capacity Rate and/or the Firm Energy Rate cannot be changed for the term of this Contract.

9.3 Payments for Energy and Capacity

9.3.1 Payments due the RF/QF will be made monthly, and normally by the twentieth Business Day following the end of the billing period. The kilowatt-hours sold by the RF/QF and the applicable avoided energy rate at which payments are being made shall accompany the payment to the RF/QF.

9.3.2 Payments to be made under this Contract shall, for a period of not longer than two (2) years, remain subject to adjustment based on billing adjustments due to error or omission by either Party, provided that such adjustments have been agreed to between the Parties.

10. Electricity Production and Plant Maintenance Schedule

10.1 No later than sixty (60) calendar days prior to the Required Capacity Delivery Date, and prior to October 1 of each calendar year thereafter during the term of this Contract, the RF/QF shall submit to DEF in writing a good-faith estimate of the amount of electricity to be generated by the Facility and delivered to DEF for each month of the following calendar year, including the time, duration and magnitude of any scheduled maintenance period(s) or reductions in Capacity. The RF/QF agrees to provide updates to its planned maintenance periods as they become known. The Parties agree to discuss coordinating scheduled maintenance schedules.

10.2 By October 31 of each calendar year, DEF shall notify the RF/QF in writing whether the requested scheduled maintenance periods in the detailed plan are acceptable. If DEF does not accept any of the requested scheduled maintenance periods, DEF shall advise the RF/QF of the time period closest to the requested period(s) when the outage(s) can be scheduled. The RF/QF shall only schedule outages during periods approved by DEF, and such approval shall not be unreasonably withheld. Once the schedule for the detailed plan has been established and approved, either Party requesting a subsequent change in such schedule, except when such change is due to Force Majeure, must obtain approval for such change from the other Party. Such approval shall not be unreasonably withheld or delayed. Scheduled maintenance outage days shall be limited to twenty four days per calendar year. In no event shall maintenance periods be scheduled during the following periods: June 1 through September 15 and December 1 through and including the last day of February.

10.3 The RF/QF shall comply with reasonable requests by DEF regarding day-to-day and hour-by-hour communication between the Parties relative to electricity production and maintenance scheduling.

- 10.4** The Parties recognize that the intent of the availability factor in Section 4 of this Contract includes an allowance for scheduled outages, forced outages and forced reductions in the output of the Facility. Therefore, the RF/QF shall provide DEF with notification of any forced outage or reduction in output which shall include the time and date at which the forced outage or reduction occurred, a brief description of the cause of the outage or reduction and the time and date when the forced outage or reduction ceased and the Facility was able to return to normal operation. This notice shall be provided to DEF within seventy-two (72) hours of the end of the forced outage or reduction.

The RF/QF is required to provide the total electrical output to DEF except (i) during a period that was scheduled in Section 10.2, (ii) during a period in which notification of a forced outage or reduction was provided, (iii) during an event of Force Majeure or (iv) during a curtailment period as described in Section 10.5.5. In no event shall the RF/QF deliver any portion of their electrical output to a third party.

10.5 Dispatch and Control

- 10.5.1** Power supplied by the RF/QF hereunder shall be in the form of three-phase 60 hertz alternating current, at a nominal operating voltage of _____ volts (_____ kV) and power factor dispatchable and controllable in the range of 90% lagging to 90% leading as measured at the interconnection point to maintain system operating parameters, including power factor, as specified from time to time by DEF.
- 10.5.2** The RF/QF shall operate the Facility with all system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, DEF's system, except for normal testing and repair in accordance with good engineering and operating practices as agreed by the Parties. The RF/QF shall provide adequate system protection and control devices to ensure safe and protected operation of all energized equipment during normal testing and repair. All RF/QF facilities shall meet IEEE and utility standards. The RF/QF shall have independent, third party qualified personnel test, calibrate and certify in writing all protective equipment at least once every twelve (12) months in accordance with good engineering and operating practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbine, generator or boilers and results provided to DEF in writing prior to returning the equipment to service. The specifics of the unit functional trip test will be consistent with Prudent Utility Practices.

- 10.5.3** If the Facility is separated from the DEF system for any reason, under no circumstances shall the RF/QF reconnect the Facility to DEF's system without first obtaining DEF'S specific approval.
- 10.5.4** During the term of this Contract, the RF/QF shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with DEF. The RF/QF shall ensure that operating personnel are on duty at all times, twenty-four (24) hours a calendar day and seven (7) calendar days a week. Additionally, during the term of this Contract, the RF/QF shall operate and maintain the Facility in such a manner as to ensure compliance with its obligations hereunder and in accordance with applicable law and Prudent Utility Practices.
- 10.5.5** DEF shall not be obligated to purchase, and may require curtailed or reduced deliveries of energy to the extent allowed under FPSC Rule 25-17.086 and under any curtailment plan which DEF may have on file with the FPSC from time to time.
- 10.5.6** During the term of this Contract, the RF/QF shall maintain sufficient fuel on the site of the Facility to deliver the capacity and energy associated with the Committed Capacity for an uninterrupted seventy-two-(72) hour period. At DEF's request, the RF/QF shall demonstrate this capability to DEF's reasonable satisfaction. During the term of this Contract, the RF/QF's output shall remain within a band of plus or minus ten percent (10%) of the daily output level or levels specified by the plant operator, in ninety percent (90%) of all operating hours under normal operating conditions. This calculation will be adjusted to exclude forced outage periods and periods during which the RF/QF's output is affected by a Force Majeure event.

11. Completion/Performance Security

- 11.1** Simultaneous with the execution of this Contract RF/QF shall deliver to DEF Eligible Collateral in an amount equal to \$30.00/kw of Committed Capacity as Completion/Performance Security.

- 11.2** The choice of the type of Eligible Collateral by the RF/QF may be selected from time to time by the RF/QF and upon receipt of substitute Eligible Collateral, DEF shall promptly release such Eligible Collateral. Following any termination of this Contract, the Parties shall mutually agree to a final settlement of all obligations under this Contract which such period shall not exceed 90 days from such termination date unless extended by mutual agreement between the Parties. After such settlement, any remaining Eligible Collateral posted by the RF/QF that has not been drawn upon by DEF pursuant to its rights under this Contract shall be returned to the RF/QF. Any dispute between the Parties regarding such final settlement shall be resolved according to applicable procedures set forth in Section 20.9.
- 11.3** Draws, Replenishment - DEF may draw upon Eligible Collateral provided by the RF/QF following the occurrence of an Event of Default or pursuant to the other provisions of this Contract in order to recover any damages to which DEF is entitled to under this Contract. In the event of such a draw then, except in the circumstance when this Contract otherwise terminates, the RF/QF shall within five (5) Business Days replenish the Eligible Collateral to the full amounts required.

- 11.4** In the event that the (a) Capacity Delivery Date occurs before the Required Capacity Delivery Date and (b) the ACBF is equal to or greater than 95% for the first twelve (12) months following the Capacity Delivery Date then DEF will return the Completion/Performance Security to the RF/QF within ninety (90) days of the first anniversary of the Capacity Delivery Date. In the event that the Capacity Delivery Date does not occur before the Required Capacity Delivery Date then DEF shall immediately be entitled to draw down the Completion/Performance Security in full. In the event that the ACBF is less than 95% for any of the first twelve (12) months following the Capacity Delivery Date then DEF shall retain the Completion/Security until the ACBF is equal to or greater than 95% for 12 consecutive months. Upon the completion of twelve (12) consecutive months with the ACBF greater than or equal to 95% then DEF will return the Completion/Performance Security within ninety (90) days.
- 11.5** Reporting - RF/QF shall promptly notify DEF of any circumstance that results in RF/QF's failure to be in compliance with the RF/QF Performance Security Requirements of this Section 11. From time to time, at DEF's written request, RF/QF shall provide DEF with such evidence as DEF may reasonably request, that RF/QF Letter of Credit or Security Account is in full compliance with this Contract.

12. Termination Fee and Security

- 12.1** In the event that the RF/QF receives Capacity Payments pursuant to Option B, Option C, or Option D of Appendix D or any Capacity Payment schedule in Appendix E that differs from a Normal Capacity Payment Rate as calculated in FPSC Rule 25-17.0832(6)(a), then upon the termination of this Contract, the RF/QF shall owe and be liable to DEF for the Termination Fee. The RF/QF's obligation to pay the Termination Fee shall survive the termination of this Contract. DEF shall provide the RF/QF, on a monthly basis, a calculation of the Termination Fee.
- 12.1.1** The Termination Fee shall be secured by the RF/QF by: (i) an unconditional, irrevocable, standby letter(s) of credit issued by a Qualified Institution in form and substance acceptable to DEF (including provisions (a) permitting partial and full draws and (b) permitting DEF to draw upon such Letter of Credit, in full, if such Letter of Credit is not renewed or replaced at least twenty (20) Business Days prior to its expiration date); (ii) a bond issued to DEF by a financially sound company in form and substance acceptable to DEF in its sole discretion; or (iii) a cash deposit with DEF (any of (i), (ii), or (iii), the "Termination Security").

- 12.1.2** DEF shall have the right and the RF/QF shall be required to monitor the financial condition of (i) the issuer(s) in the case of any Letter of Credit and (ii) the insurer(s), in the case of any bond. In the event the senior debt rating of any issuer(s) or insurer(s) has deteriorated to the extent that they fail to meet the requirements of a Qualified Institution, DEF may require the RF/QF to replace the letter(s) of credit or the bond, as applicable. In the event that DEF notifies the RF/QF that it requires such a replacement, the replacement letter(s) of credit or bond, as applicable, must be issued by a Qualified Institution, and meet the requirements of Section 12.1.1 within thirty (30) calendar days following such notification. Failure by the RF/QF to comply with the requirements of this Section 12.1.2 shall be grounds for DEF to draw in full on any existing Letter of Credit or bond and to exercise any other remedies it may have hereunder.
- 12.1.3** After the close of each calendar quarter (March 31, June 30, September 30, and December 31) occurring subsequent to the Capacity Delivery Date, upon DEF's issuance of the Termination Fee calculation as described in Section 12.1, the RF/QF must provide DEF, within ten calendar (10) days, written assurance and documentation (the "Security Documentation"), in form and substance acceptable to DEF, that the amount of the Termination Security is sufficient to cover the balance of the Termination Fee through the end of the following quarter. In addition to the foregoing, at any time during the term of this Contract, DEF shall have the right to request and the RF/QF shall be obligated to deliver within five (5) calendar days of such request, such Security Documentation. Failure by the RF/QF to comply with the requirements of this Section 12.1.3 shall be grounds for DEF to draw in full on any existing Letter of Credit or bond or to retain any cash deposit, and to exercise any other remedies it may have hereunder.
- 12.1.4** Upon any termination of this Contract following the Required Capacity Delivery Date, DEF shall be entitled to receive (and in the case of the Letter(s) of Credit or bond, draw upon such Letter(s) of Credit or bond) and retain one hundred percent (100%) of the Termination Security.

13. Performance Factor

DEF desires to provide an incentive to the RF/QF to operate the Facility during on-peak and off-peak periods in a manner that approximates the projected performance of the Avoided Unit. A formula to achieve this objective is attached as Appendix A.

14. Default

Notwithstanding the occurrence of any Force Majeure as described in Section 18, each of the following shall constitute an Event of Default:

- (a) the RF/QF changes or modifies the Facility from that provided in Section 2 with respect to its type, location, technology or fuel source, without the prior written approval of DEF;
- (b) after the Capacity Delivery Date, the Facility fails for twelve (12) consecutive months to maintain an Annual Capacity Billing Factor, as described in Appendix A, of at least seventy five percent (75%);
- (c) the RF/QF fails to satisfy its obligations to maintain sufficient fuel on the site of the Facility to deliver the capacity and energy associated with the Committed Capacity for an uninterrupted seventy-two-(72) hour period under Section 10.5.6 hereof;
- (d) the failure to make when due, any payment required pursuant to this Contract if such failure is not remedied within three (3) Business Days after written notice;
- (e) either Party, or the entity which owns or controls either Party, ceases the conduct of active business; or if proceedings under the federal bankruptcy law or insolvency laws shall be instituted by or for or against either Party or the entity which owns or controls either Party; or if a receiver shall be appointed for either Party or any of its assets or properties, or for the entity which owns or controls either Party; or if any part of either Party's assets shall be attached, levied upon, encumbered, pledged, seized or taken under any judicial process, and such proceedings shall not be vacated or fully stayed within thirty (30) calendar days thereof; or if either Party shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they become due;
- (f) the RF/QF fails to give proper assurance of adequate performance as specified under this Contract within thirty (30) calendar days after DEF, with reasonable grounds for insecurity, has requested in writing such assurance;
- (g) the RF/QF fails to achieve licensing, certification, and all federal, state and local governmental, environmental, and licensing approvals required to initiate construction of the Facility by no later than the Completed Permits Date;
- (h) the RF/QF fails to comply with the provisions of Section 11 hereof;
- (i) any of the representations or warranties, including the certification of the completion of the Conditions Precedent, made by either Party in this Contract is false or misleading in any material respect as of the time made;

- (j) if, at any time after the Capacity Delivery Date, the RF/QF reduces the Committed Capacity due to an event of Force Majeure and fails to repair the Facility and reset the Committed Capacity to the level set forth in Section 7.2 (as such level may be reduced by Section 7.4) within twelve (12) months following the occurrence of such event of Force Majeure; or
- (k) either Party breaches any material provision of this Contract not specifically mentioned in this Section 14;
- (l) the RF/QF fails to maintain its status as a Qualifying Facility.

15. Rights in the Event of Default

15.1 Upon the occurrence of any of the Events of Default in Section 14, the DEF may, at its option:

15.1.1 immediately terminate this Contract, without penalty or further obligation, except as set forth in Section 15.2, by written notice to the RF/QF, and offset against any payment(s) due from DEF to the RF/QF, any monies otherwise due from the RF/QF to DEF;

15.1.2 enforce the provisions of the Completion/Performance Security pursuant to Section 11 and/or the Termination Security requirement pursuant to Section 12 hereof, as applicable; and

15.1.3 exercise any other remedy(ies) which may be available to DEF at law or in equity.

15.2 Termination shall not affect the liability of either Party for obligations arising prior to such termination or for damages, if any, resulting from any breach of this Contract.

16. Indemnification

16.1 DEF and the RF/QF shall each be responsible for its own facilities. DEF and the RF/QF shall each be responsible for ensuring adequate safeguards for other DEF customers, DEF's and the RF/QF's personnel and equipment, and for the protection of its own generating system. Each Party (the "Indemnifying Party") agrees, to the extent permitted by applicable law, to indemnify, pay, defend, and hold harmless the other Party (the "Indemnified Party") and its officers, directors, employees, agents and contractors (hereinafter called respectively, "DEF Entities" and "RF/QF Entities") from and against any and all claims, demands, costs or expenses for loss, damage, or injury to persons or property of the Indemnified Party (or to third parties) directly caused by, arising out of, or resulting from:

- (a) a breach by the Indemnifying Party of its covenants, representations, and warranties or obligations hereunder;
- (b) any act or omission by the Indemnifying Party or its contractors, agents, servants or employees in connection with the installation or operation of its generation system or the operation thereof in connection with the other Party's system;
- (c) any defect in, failure of, or fault related to, the Indemnifying Party's generation system;
- (d) the negligence or willful misconduct of the Indemnifying Party or its contractors, agents, servants or employees; or
- (e) any other event or act that is the result of, or proximately caused by, the Indemnifying Party or its contractors, agents, servants or employees related to the Contract or the Parties' performance thereunder.

16.2 Payment by an Indemnified Party to a third party shall not be a condition precedent to the obligations of the Indemnifying Party under Section 16. No Indemnified Party under Section 16 shall settle any claim for which it claims indemnification hereunder without first allowing the Indemnifying Party the right to defend such a claim. The Indemnifying Party shall have no obligations under Section 16 in the event of a breach of the foregoing sentence by the Indemnified Party. Section 16 shall survive termination of this Contract.

17. Insurance

17.1 The RF/QF shall procure or cause to be procured and shall maintain throughout the entire Term of this Contract, a policy or policies of liability insurance issued by an insurer acceptable in the state of Florida on a standard "Insurance Services Office" commercial general liability and/or excess liability form or equivalent and Workers' Compensation in accordance with the statutory requirements of the state of Florida (such policy or policies, collectively, the "RF/QF Insurance"). A certificate of insurance shall be delivered to DEF at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the RF/QF Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Contract, and (b) premises and operations liability, (c) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Contract or (ii) caused by operation of the Facility or any of the RF/QF's equipment Without limiting the foregoing, the RF/QF Insurance must be reasonably acceptable to DEF. Any premium assessment or deductible shall be for the account of the RF/QF and not DEF.

- 17.2 The RF/QF Insurance for liability shall have a minimum limit of five million dollars (\$5,000,000.00) per occurrence for bodily injury (including death) or property damage. This liability limit can be met by any combination of commercial general and excess liability insurance policies.
- 17.3 To the extent that the RF/QF Insurance is on a “claims made” basis, the retroactive date of the policy(ies) shall be the Effective Date of this Contract or an earlier date. Furthermore, to the extent the RF/QF Insurance is on a “claims made” basis, the RF/QF’s duty to provide insurance coverage shall survive the termination of this Contract until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the RF/QF Insurance is on an “occurrence” basis, such insurance shall be maintained in effect at all times by the RF/QF during the term of this Contract.
- 17.4 The RF/QF shall provide DEF with a copy of any material communication or notice related to the RF/QF Insurance within ten (10) Business Days of the RF/QF’s receipt or issuance thereof.
- 17.5 DEF shall be designated as an additional named insured under the RF/QF Insurance (except Workers’ Compensation). The RF/QF Insurance shall be primary to any coverage maintained by DEF and provide, where permitted by law, waiver of any rights of subrogation against DEF. Any deductibles or retentions shall be the sole responsibility of RF/QF. RF/QF’s compliance with these provisions and the limits of insurance specified herein shall not constitute a limitation of RF/QF’s liability or otherwise affect RF/QF’s indemnification obligations pursuant to this Contract. Any failure to comply with all of these provisions shall not be deemed a waiver of any rights of DEF under this Contractor with respect to any insurance coverage required hereunder. DEF may request the RF/QF to provide a copy of any or all of its required insurance policies, including endorsements in which DEF is included as an additional insured for any claims filed relative to this Contract.

18. Force Majeure

- 18.1** “Force Majeure” is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the Party claiming Force Majeure or its contractors or suppliers and adversely affects the performance by that Party of its obligations under or pursuant to this Contract. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected party to comply with the terms of a collective bargaining agreement). Force Majeure shall not be based on (i) the loss of DEF’s markets; (ii) DEF’s economic inability to use or resell the Capacity and Energy purchased hereunder; or (iii) RF/QF’s ability to sell the Capacity or Energy at a price greater than the price herein. Equipment breakdown or inability to use equipment caused by its design, construction, operation, maintenance or inability to meet regulatory standards, or otherwise caused by an event originating in the control of a Party, or a Party’s failure to obtain on a timely basis and maintain a necessary permit or other regulatory approval, shall not be considered an event of Force Majeure, unless such Party can reasonably demonstrate, to the reasonable satisfaction of the non-claiming Party, that the event was not reasonably foreseeable, was beyond the Party’s reasonable control and was not caused by the negligence or lack of due diligence of the Party claiming Force Majeure or its agents, contractors or suppliers and adversely affects the performance by that Party of its obligations under or pursuant to this Contract.
- 18.2** Except as otherwise provided in this Contract, each Party shall be excused from performance when its nonperformance was caused, directly or indirectly by an event of Force Majeure.
- 18.3** In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party claiming Force Majeure shall notify the other Party in writing within five (5) Business Days of the occurrence of the event of Force Majeure, of the nature cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether any deadlines or date(s), imposed hereunder may be affected thereby. The suspension of performance shall be of no greater scope and of no greater duration than the cure for the Force Majeure requires. A Party claiming Force Majeure shall not be entitled to any relief therefore unless and until conforming notice is provided. The Party claiming Force Majeure shall notify the other Party of the cessation of the event of Force Majeure or of the conclusion of the affected Party's cure for the event of Force Majeure in either case within two (2) Business Days thereof.

- 18.4** The Party claiming Force Majeure shall use its best efforts to cure the cause(s) preventing its performance of this Contract; provided, however, the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the affected Party and such Party shall not be required to settle such strikes, lockouts or other labor disputes by acceding to demands which such Party deems to be unfavorable.
- 18.5** If the RF/QF suffers an occurrence of an event of Force Majeure that reduces the generating capability of the Facility below the Committed Capacity, the RF/QF may, upon notice to DEF temporarily adjust the Committed Capacity as provided in Sections 18.6 and 18.7. Such adjustment shall be effective the first calendar day immediately following DEF's receipt of the notice or such later date as may be specified by the RF/QF. Furthermore, such adjustment shall be the minimum amount necessitated by the event of Force Majeure.
- 18.6** If the Facility is rendered completely inoperative as a result of Force Majeure, the RF/QF shall temporarily set the Committed Capacity equal to 0 kW until such time as the Facility can partially or fully operate at the Committed Capacity that existed prior to the Force Majeure. If the Committed Capacity is 0 kW, DEF shall have no obligation to make Capacity Payments hereunder.
- 18.7** If, at any time during the occurrence of an event of Force Majeure or during its cure, the Facility can partially or fully operate, then the RF/QF shall temporarily set the Committed Capacity at the maximum capability that the Facility can reasonably be expected to operate.
- 18.8** Upon the cessation of the event of Force Majeure or the conclusion of the cure for the event of Force Majeure, the Committed Capacity shall be restored to the Committed Capacity that existed immediately prior to the Force Majeure. Notwithstanding any other provisions of this Contract, upon such cessation or cure, DEF shall have right to require a Committed Capacity Test to demonstrate the Facility's compliance with the requirements of this Section 18.8. Any such Committed Capacity Test required by DEF shall be additional to any Committed Capacity Test under Section 7.4.
- 18.9** During the occurrence of an event of Force Majeure and a reduction in Committed Capacity under Section 18.5 all Monthly Capacity Payments shall reflect, pro rata, the reduction in Committed Capacity, and the Monthly Capacity Payments will continue to be calculated in accordance with the pay-for-performance provisions in Appendix A.

18.10 The RF/QF agrees to be responsible for and pay the costs necessary to reactivate the Facility and/or the interconnection with DEF's system if the same is (are) rendered inoperable due to actions of the RF/QF, its agents, or Force Majeure events affecting the RF/QF, the Facility or the interconnection with DEF. DEF agrees to reactivate, at its own cost, the interconnection with the Facility in circumstances where any interruptions to such interconnections are caused by DEF or its agents.

19. Representations, Warranties, and Covenants of RF/QF

Each Party hereto represents and warrants that as of the Effective Date:

19.1 Organization, Standing and Qualification

DEF is a corporation duly organized and validly existing in good standing under the laws of Florida and has all necessary power and authority to carry on its business as presently conducted to own or hold under lease its properties and to enter into and perform its obligations under this Contract and all other related documents and agreements to which it is or shall be a Party. The RF/QF is a _____ (corporation, partnership, or other, as applicable) duly organized and validly existing in good standing under the laws of _____ and has all necessary power and authority to carry on its business as presently conducted to own or hold under lease its properties and to enter into and perform its obligations under this Contract and all other related documents and agreements to which it is or shall be a Party. Each Party is duly qualified or licensed to do business in the State of Florida and in all other jurisdictions wherein the nature of its business and operations or the character of the properties owned or leased by it makes such qualification or licensing necessary and where the failure to be so qualified or licensed would impair its ability to perform its obligations under this Contract or would result in a material liability to or would have a material adverse effect on the other Party.

19.2 Due Authorization, No Approvals, No Defaults

Each of the execution, delivery and performance by each Party of this Contract has been duly authorized by all necessary action on the part of such Party, does not require any approval, except as has been heretofore obtained, of the shareholders DEF or of the _____ (shareholders, partners, or others, as applicable) of the RF/QF or any consent of or approval from any trustee, lessor or holder of any indebtedness or other obligation of such Party, except for such as have been duly obtained, and does not contravene or constitute a default under any law, the articles of incorporation of DEF or the _____ (articles of incorporation, bylaws, or other as applicable) of such Party, or any agreement, judgment, injunction, order, decree or other instrument binding upon such Party, or subject the Facility or any component part thereof to any lien other than as contemplated or permitted by this Contract.

19.3 Compliance with Laws

Each party has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. Each party also is in compliance with all laws, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the other Party.

19.4 Governmental Approvals

Except as expressly contemplated herein, neither the execution and delivery by each Party of this Contract, nor the consummation by each Party of any of the transaction contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action with respect to governmental authority, except with respect to permits (a) which have already been obtained and are in full force and effect or (b) are not yet required (and with respect to which the RF/QF has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon due application therefore).

19.5 No Suits, Proceedings

There are no actions, suits, proceedings or investigations pending or, to the knowledge of each Party, threatened against it at law or in equity before any court or tribunal of the United States or any other jurisdiction which individually or in the aggregate could result in any materially adverse effect on each Party's business, properties, or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under this Contract. Each Party has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment.

19.6 Environmental Matters

To the best of its knowledge after diligent inquiry, each Party knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.

20. General Provisions

20.1 Project Viability

To assist DEF in assessing the RF/QF's financial and technical viability, the RF/QF shall provide the information and documents requested in Appendix C or substantially similar documents, to the extent the documents apply to the type of Facility covered by this Contract and to the extent the documents are available. All documents to be considered by DEF must be submitted at the time this Contract is presented to DEF. Failure to provide the following such documents may result in a determination of non-viability by DEF.

20.2 Permits

The RF/QF hereby agrees to obtain and maintain any and all permits, certifications, licenses, consents or approvals of any governmental authority which the RF/QF is required to obtain as a prerequisite to engaging in the activities specified in this Contract.

20.3 Project Management

If requested by DEF, the RF/QF shall submit to DEF its integrated project schedule for DEF's review within sixty (60) calendar days from the execution of this Contract, and a start-up and test schedule for the Facility at least sixty (60) calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, permitting, construction and operating milestone dates and activities. If requested by DEF, the RF/QF shall submit progress reports in a form satisfactory to DEF every calendar month until the Capacity Delivery Date and shall notify DEF of any changes in such schedules within ten (10) calendar days after such changes are determined. DEF shall have the right to monitor the construction, start-up and testing of the Facility, either on-site or off-site. DEF's technical review and inspections of the Facility and resulting requests, if any, shall not be construed as endorsing the design thereof or as any warranty as to the safety, durability or reliability of the Facility.

The RF/QF shall provide DEF with the final designer's/manufacturer's generator capability curves, protective relay types, proposed protective relay settings, main one-line diagrams, protective relay functional diagrams, and alternating current and direct elementary diagrams for review and inspection at DEF no later than one hundred eighty (180) calendar days prior to the initial synchronization date.

20.4 Assignment

Either Party may not assign this Contract, without the other Party's prior written approval, which approval may not be unreasonably withheld or delayed.



20.5 Disclaimer

In executing this Contract, DEF does not, nor should it be construed, to extend its credit or financial support for benefit of any third parties lending money to or having other transactions with the RF/QF or any assigns of this Contract.

20.6 Notification

All formal notices relating to this Contract shall be deemed duly given when delivered in person, or sent by registered or certified mail, or sent by fax if followed immediately with a copy sent by registered or certified mail, to the individuals designated below. The Parties designate the following individuals to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party written instructions to contact another individual:

For the RF/QF:

For DEF:

Duke Energy Florida
Cogeneration Manager DEF 155
299 First Avenue North
St. Petersburg, FL 33701

Contracts and related documents may be mailed to the address below or delivered during normal business hours (8:00 a.m. to 4:45 p.m.) to the visitors' entrance at the address below:

Florida Power Corporation
d/b/a Duke Energy Florida, Inc.
299 First Avenue North
St. Petersburg, FL 33701

Attention: Cogeneration Manager DEF 155

20.7 Applicable Law

This Contract shall be construed in accordance with and governed by the laws of the State of Florida, and the rights of the parties shall be construed in accordance with the laws of the State of Florida.

20.8 Taxation

In the event that DEF becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Services determination, through audit, ruling or other authority, that DEF's payments to the RF/QF for Capacity under Options B, C, or D of the Appendix D are not fully deductible when paid (additional tax liability), DEF may bill the RF/QF monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these Capacity Payments are not currently deductible for federal and/or state income tax purposes. DEF, at its option, may offset or recoup these costs against amounts due the RF/QF hereunder. These costs would be calculated so as to place DEF in the same economic position in which it would have been if the entire Capacity Payments had been deductible in the period in which the payments were made. If DEF decides to appeal the Internal Revenue Service's determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with DEF.

20.9 Resolution of Disputes**20.9.1 Notice of Dispute**

In the event that any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or validity thereof should arise between the Parties (a "Dispute"), the Party may declare a Dispute by delivering to the other Party a written notice identifying the disputed issue.

20.9.2 Resolution by Parties

Upon receipt of a written notice claiming a Dispute, executives of both Parties shall meet at a mutually agreeable time and place within ten (10) Business Days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute. In such meetings and exchanges, a Party shall have the right to designate as confidential any information that such Party offers. No confidential information exchanged in such meetings for the purpose of resolving a Dispute may be used by a Party in litigation against the other Party. If the matter has not been resolved within thirty (30) Days of the disputing Party's notice having been issued, or if the Parties fail to meet within ten (10) Business Days as required above, either Party may initiate binding arbitration in St. Petersburg, Florida, conducted in accordance with the then current American Arbitration Association's ("AAA") Large, Complex Commercial Rules or other mutually agreed upon procedures.

20.10 Limitation of Liability

IN NO EVENT SHALL DEF, ITS PARENT CORPORATION, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR MULTIPLE DAMAGES RESULTING FROM ANY CLAIM OR CAUSE OF ACTION, WHETHER BROUGHT IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY.

20.11 Severability

If any part of this Contract, for any reason, is declared invalid or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Contract, which remainder shall remain in force and effect as if this Contract had been executed without the invalid or unenforceable portion.

20.12 Complete Agreement and Amendments

All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendment or modification to this Contract shall be binding unless it shall be set forth in writing and duly executed by both Parties. This Contract constitutes the entire agreement between the Parties.

20.13 Survival of Contract

Subject to the requirements of Section 20.4, this Contract, as it may be amended from time to time, shall be binding upon, and inure to the benefit of, the Parties' respective successors-in-interest and legal representatives.

20.14 Record Retention

Each Party shall maintain for a period of five (5) years from the date of termination hereof all records relating to the performance of its obligations hereunder.

20.15 No Waiver

No waiver of any of the terms and conditions of this Contract shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

20.16 Set-Off

DEF may at any time, but shall be under no obligation to, set off or recoup any and all sums due from the RF/QF against sums due to the RF/QF hereunder without undergoing any legal process.

20.17 Change in Environmental Law or Other Regulatory Requirements

- (a) As used herein, "Change(s) in Environmental Law or Other Regulatory Requirements" means the enactment, adoption, promulgation, implementation, or issuance of, or a new or changed interpretation of, any statute, rule, regulation, permit, license, judgment, order or approval by a governmental entity that specifically addresses environmental or regulatory issues and that takes effect after the Effective Date.
- (b) The Parties acknowledge that Change(s) in Environmental Law or Other Regulatory Requirements could significantly affect the cost of the Avoided Unit ("Avoided Unit Cost Changes") and agree that, if any such change(s) should affect the cost of the Avoided Unit more than the Threshold defined in Section 20.17(c) below, the Party affected by such change(s) may avail itself of the remedy set forth in Section 20.17(d) below as its sole and exclusive remedy.
- (c) The Parties recognize and agree that certain Change(s) in Environmental Law or Other Regulatory Requirements may occur that do not rise to a level that the Parties desire to impact this Contract. Accordingly, the Parties agree that for the purposes of this Contract, such change(s) will not be deemed to have occurred unless the change in Avoided Cost resulting from such change(s) exceed a mutually agreed upon amount. This mutually agreed upon amount is attached to this Contract in Appendix E.

- (d) If an Avoided Unit Cost Change meets the threshold set forth in Section 20.17(c) above, the affected Party may request the avoided cost payments under this Contract be recalculated and that the avoided cost payments for the remaining term of the Contract be adjusted based on the recalculation, subject to the approval of the FPSC. Any dispute regarding the application of this Section 20.17 shall be resolved in accordance with Section 20.9.

20.18 Provision of Information.

Within a reasonable period of time after receiving a written request therefore from the requesting Party, the other Party hereto shall provide the requesting Party with information that is reasonable and related to the non-requesting Party and/or the facilities or operations of the non-requesting Party that the requesting Party reasonably requires in order to comply with a Requirement of Law or any requirement of Generally Accepted Accounting Principles promulgated by the Financial Accounting Standards Board (or any successor thereto), (including, but not limited to, FIN 46-R) applicable to the requesting Party. In the event that a party requires information or reports that are not within its possession to meet financial reporting requirements, the parties will work in good faith to enable the requesting party to meet its financial reporting requirements.



SECTION No. IX
SECOND REVISED SHEET NO. 9.441
CANCELS FIRST REVISED SHEET NO. 9.441

IN WITNESS WHEREOF, the RF/QF has executed this Contract on the date set forth below.

RF/QF

Signature

Print Name

Title

Date

IN WITNESS WHEREOF, DEF has acknowledged receipt of this executed Contract.

DUKE ENERGY FLORIDA, INC.

Signature

Print Name

Title

Date



APPENDIX A
TO
DUKE ENERGY FLORIDA
RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW
STANDARD OFFER CONTRACT

MONTHLY CAPACITY PAYMENT CALCULATION

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW.

- A. In the event that the ACBF is less than or equal to 75%, then no Monthly Capacity Payment shall be due. That is:

$$MCP = 0$$

- B. In the event that the ACBF is greater than 75% but less than 95%, then the Monthly Capacity Payment shall be calculated by using the following formula:

$$MCP = BCP \times [1 - [5 \times (.95 - ACBF)] \times CC$$

- C. In the event that the ACBF is equal to or greater than 95%, then the Monthly Capacity Payment shall be calculated by using the following formula:

$$MCP = BCP \times CC$$

Where:

- MCP = Monthly Capacity Payment in dollars.
BCP = Base Capacity Payment in \$/kW/Month as specified in Appendix D or E.
CC = Committed Capacity in kW.

ACBF = Annual Capacity Billing Factor. The ACBF shall be the electric energy actually received by DEF for the 12 consecutive months preceding the date of calculation excluding any energy received during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW, divided by the product of the Committed Capacity and the number of hours in the 12 consecutive months preceding the date of calculation excluding the hours during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW. If an event of Force Majeure occurs during the 12 consecutive months preceding the date of calculation in which the Committed Capacity is temporarily set to a value greater than 0 kW then the 12 month rolling average will be pro-rated accordingly. During the first 12 consecutive Monthly Billing Periods commencing with the first Monthly Billing Period in which Capacity Payments are to be made, the calculation of 12-month rolling average ACBF shall be performed as follows (a) during the first Monthly Billing Period, the ACBF shall be equal to the Monthly Availability Factor; (b) thereafter, the calculation of the ACBF shall be computed by summing the electric energy actually received by DEF for the number of full consecutive months preceding the date of calculation excluding any energy received during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW, divided by the product of the Committed Capacity and the number of hours in the number of full consecutive months preceding the date of calculation excluding the hours during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW. If an event of Force Majeure occurs during the months preceding the date of calculation in which the Committed Capacity is temporarily set to a value greater than 0 kW then the 12 month rolling average will be pro-rated accordingly. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a true 12-month rolling average ACBF.

MAF = Monthly Availability Factor. The total energy received during the Monthly Billing Period for which the calculation is made, divided by the product of Committed Capacity times the total hours during the Monthly Billing Period.

Monthly Billing Period = The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 a.m., on the Capacity Delivery Date and ending with the last calendar day of such month.

**APPENDIX B
TO
DUKE ENERGY FLORIDA
RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW
STANDARD OFFER CONTRACT**

TERMINATION FEE

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW.

The "Termination Fee" shall be the sum of the values for each month beginning with the month in which the Capacity Delivery Date occurs through the month of the Termination Date (or month of calculation, as the case may be) computed according to the following formula:

$$\sum_{i=1}^n (MCP_i - MCPC_i) \cdot (1 + r)^{(n-i)}$$

with: MCPC = 0 for all periods prior to the in-service date of the Avoided Unit:

where

- i = number of Monthly Billing Periods commencing with the Capacity Delivery Date (i.e., the month in which Capacity Delivery Date occurs = 1; the month following this month in which Capacity Delivery Date occurs = 2 etc.)
- n = the number of Monthly Billing Periods which have elapsed from the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be)
- r = DEF's incremental after-tax avoided cost of capital (defined as r in Appendix D).
- MCP_i = Monthly Capacity Payment paid to RF/QFQF corresponding to the Monthly Billing Period i , calculated in accordance with Appendix A.
- $MCPC_i$ = Monthly Capacity Payment for Option A corresponding to the Monthly Billing Period i , calculated in accordance with this Contract.

In the event that for any Monthly Billing Period, the computation of the value of the Termination Fee for such Monthly Billing Period (as set forth above) yields a value less than zero, the amount of the Termination Fee shall be decreased by the amount of such value expressed as a positive number (the "Initial Reduction Value"); provided, however, that such Initial Reduction Value shall be subject to the following adjustments (the Initial Reduction Value, as adjusted, the "Reduction Value"):

- a. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor, as defined in Appendix A is less than or equal to 75%, then the Initial Reduction Value shall be adjusted to equal zero (Reduction Value = 0), and the Termination Fee shall not be reduced for the applicable Monthly Billing Period.
- b. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor, as defined in Appendix A, is greater than 75% but less than 95%, then the Reduction Value shall be determined as follows:

$$\text{Reduction Value} = \text{Initial Reduction Value} \times [5 \times (\text{ACBF} - .95)]$$

For the applicable Monthly Billing period, the Termination Fee shall be reduced by the amount of such Reduction Value.

- c. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor, as defined in Appendix A, is equal to or greater than 95%, then the Initial Reduction Value shall not be adjusted (Reduction Value = Initial Reduction Value), and the Termination Fee shall be reduced for the applicable Monthly Billing period by the amount of the Initial Reduction Value.

In no event shall DEF be liable to the RF/QF at any time for any amount by which the Termination Fee, adjusted in accordance with the foregoing, is less than zero (0).



**APPENDIX C
TO
DUKE ENERGY FLORIDA
RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW
STANDARD OFFER CONTRACT**

DETAILED PROJECT INFORMATION

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW.

Each eligible Contract received by DEF will be evaluated to determine if the underlying RF/QF project is financially and technically viable. The RF/QF shall, to the extent available, provide DEF with a detailed project proposal which addresses the information requested below:

I. FACILITY DESCRIPTION

- Project Name
- Project Location
- * Street Address
- * Size Plot Plan
- * Legal Description of Site
- Generating Technology
- Primary Fuel
- Alternate Fuel (if applicable)
- Committed Capacity
- Expected In-Service Date
- Contact Person
- * Individual's Name and Title
- * Company Name
- * Address
- * Telephone Number
- * Fax Number

II. PROJECT PARTICIPANTS

- Indicate the entities responsible for the following project management activities and provide a detailed description of the experience and capabilities of the entities:

- * Project Development
 - * Siting and Licensing the Facility
 - * Designing the Facility
 - * Constructing the Facility
 - * Securing the Fuel Supply
 - * Operating the Facility
- Provide details on all electrical facilities which are currently under construction or operational which were developed by the RF/QF.
 - Describe the financing structure for the projects identified above, including the type of financing used, the permanent financing term, the major lenders and the percentage of equity invested at Financial Closing.

III. FUEL SUPPLY

- Describe all fuels to be used to generate electricity at the Facility. Indicate the specific physical and chemical characteristics of each fuel type (*e.g.* Btu content, sulfur content, ash content, etc.). Identify special considerations regarding fuel supply origin, source and handling, storage and processing requirements.
- Provide AFR necessary to support planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel supply arrangements in place to meet the AFR, in each year of the proposed operating life of the Facility. Use the categories below to describe the current arrangement for securing the AFR.

<u>Category</u>	<u>Description of Fuel Supply Arrangement</u>
owned =	fuel is from a fully developed source owned by one or more of the project participants
contract =	fully executed firm fuel contract exists between the developer(s) and fuel supplier(s)
LOI =	a letter of intent for fuel supply exists between developer(s) and fuel supplier(s)
SPP =	small power production facility will burn biomass, waste, or another renewable resource
spot =	fuel supply will be purchased on the spot market
none =	no firm fuel supply arrangement currently in place
other =	fuel supply arrangement which does not fit any of the above categories (please describe)

- Indicate the percentage of the Facility's AFR which is covered by the above fuel supply arrangement(s) for each proposed operating year. The percent of AFR covered for each operating year must total 100%. For fuel supply arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the fuel price mechanism of the arrangement. In addition, indicate whether or not the fuel price includes delivery and, if so, to what location.

- Describe fuel transportation networks available for delivering all primary and secondary fuel to the Facility site. Indicate the mode, route and distance of each segment of the journey, from fuel source to the Facility site. Discuss the current status and pertinent factors impacting future availability of the transportation network.
- Provide AFTR necessary to support planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel transportation arrangements in place to meet the AFTR in each year of the proposed operating life of the Facility. Use the categories below to describe the current arrangement for securing the AFTR.

owned = fuel transport via a fully developed system owned by one or more of the project participants

contract = fully executed firm transportation contract exists between the developer(s) and fuel transporter(s)

LOI = a letter of intent for fuel transport exists between developer(s) and fuel transporter(s)

spot = fuel transportation will be purchased on the spot market

none = no firm fuel transportation arrangement currently in place

other = fuel transportation arrangement which does not fit any of the above categories (please describe)

- Provide the maximum, minimum and average fuel inventory levels to be maintained for primary and secondary fuels at the Facility site. List the assumptions used in determining the inventory levels.
- Provide information regarding RF/QF's plans to maintain sufficient on site fuel to deliver capacity and energy for an uninterrupted seventy-two (72) hour period.

IV. PLANT DISPATCHABILITY/CONTROLLABILITY

- Provide the following operating characteristics and a detailed explanation supporting the performance capabilities indicated:
 - * Ramp Rate (MW/minute)
 - * Peak Capability (% above Committed Capacity)
 - * Minimum power level (% of Committed Capacity)
 - * Facility Turnaround Time, Hot to Hot (hours)
 - * Start-up Time from Cold Shutdown (hours)
 - * Unit Cycling (# cycles/yr.)
 - * MW and MVAR Control (ACC, Manual, Other (please explain))

V. SITING AND LICENSING

- Provide a licensing/permitting milestone schedule, which lists all permits, licenses and variances, required to site the Facility. The milestone schedule shall also identify key milestone dates for baseline monitoring, application preparation, agency review, certification and licensing/siting board approval, and agency permit issuance.
- Provide a licensing/permitting plan that addresses the issues of air emission, water use, wastewater discharge, wetlands, endangered species, protected properties, surrounding land use, zoning for the Facility, associated linear facilities and support of and opposition to the Facility.
- List the emission/effluent discharge limits the Facility will meet and describe in detail the pollution control equipment to be used to meet these limits.

VI. FACILITY DEVELOPMENT AND PERFORMANCE

- Submit a detailed engineering, procurement, construction, startup and commercial operation schedule. The schedule shall include milestones for site acquisition, engineering phases, selection of the major equipment vendors, architect engineer, and Facility operator, steam host integration and delivery of major equipment. A discussion of the current status of each milestone should also be included where applicable.
- Attach a diagram of the power block arrangement. Provide a list of the major equipment vendors and the name and model number of the major equipment to be installed.
- Provide a detailed description of the proposed environmental control technology for the Facility and describe the capabilities of the proposed technology.
- Attach preliminary flow diagrams for the steam system, water system, and fuel system, and a main electrical one line diagram for the Facility.
- State the expected heat rate (HHV) at 75 degrees Fahrenheit for loads of 100%, 75% and 50%. In addition, attach a preliminary heat balance for the Facility.

VII. FINANCIAL

- Provide DEF with assurances that the proposed RF/QF project is financially viable in accordance with FPSC Rule 25-17.0832(4)(c) by attaching a detailed pro-forma cash flow analysis. The pro-forma must include, at a minimum, the following assumptions for each year of the project.

- Annual Project Revenues

- * Capacity Payments (\$ and \$/kW/Mo.)
- * Variable O&M (\$ and \$/MWh)
- * Energy (\$ and \$/MWh)
- * Tipping Fees (\$ and \$/ton)
- * Interest Income
- * Other Revenues
- * Variable O&M Escalation (%/yr.)
- * Energy Escalation (%/yr.)
- * Tipping Fee Escalation (%/yr.)

- Annual Project Expense

- * Fixed O&M (\$ and \$/kW/Mo.)
- * Variable O&M (\$ and \$/MWh)
- * Energy (\$ and \$/MWh)
- * Property Taxes (\$)
- * Insurance (\$)
- * Emission Compliance (\$ and \$/MWh)
- * Depreciation (\$ and %/yr.)
- * Other Expenses (\$)
- * Fixed O&M Escalation (%/yr.)
- * Variable O&M Escalation (%/yr.)
- * Energy Escalation (%/yr.)

- Other Project Information

- * Installed Cost of the Facility (\$ and \$/kW)
- * Committed Capacity (kW)
- * Average Heat Rate - HHV (MBTU/kWh)
- * Federal Income Tax Rate (%)
- * Facility Capacity Factor (%)
- * Energy Sold to DEF (MWh)

- Permanent Financing

- * Permanent Financing Term (yr.)
- * Project Capital Structure (percentage of long-term debt, subordinated debt, tax exempt debt and equity)
- * Financing Costs (cost of long-term debt, subordinated debt, tax exempt debt and equity)
- * Annual Interest Expense
- * Annual Debt Service (\$)
- * Amortization Schedule (beginning balance, interest expense, principal reduction, ending balance)



SECTION No. IX
FIRST REVISED SHEET NO. 9.451
CANCELS ORIGINAL SHEET NO. 9.451

- Provide details of the financing plan for the project and indicate whether the project will be non-recourse project financed. If it will not be project financed please explain the alternative financing arrangement.
- Submit financial statements for the last two years on the principals of the project, and provide an illustration of the project ownership structure.

APPENDIX D
TO
DUKE ENERGY FLORIDA
RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW
STANDARD OFFER CONTRACT
RATE SCHEDULE COG-2

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW.

SCHEDULE

COG-2, Firm Capacity and Energy from a Renewable Facility ("RF/QF") or a Qualifying Facility less than 100 kW ("QF")

AVAILABLE

DEF will, under the provisions of this schedule and the Contract to which this Appendix is attached and incorporated into by reference, purchase firm capacity and energy offered by a RF/QF as defined in the contract. DEF's obligation to contract to purchase firm capacity from such RF/QF by means of this schedule and the Contract will continue no later than the Expiration Date.

APPLICABLE

To RF/QFs as defined in the Contract producing capacity and energy for sale to DEF on a firm basis pursuant to the terms and conditions of this schedule and the Contract. "Firm Capacity and Energy" are described by FPSC Rule 25-17.0832, F.A.C., and are capacity and energy produced and sold by a RF/QF pursuant to the Contract provisions addressing (among other things) quantity, time and reliability of delivery.

CHARACTER OF SERVICE

Purchases within the territory served by DEF shall be, at the option of DEF, single or three phase, 60-hertz alternating current at any available standard DEF voltage. Purchases from outside the territory served by DEF shall be three phase, 60-hertz alternating current at the voltage level available at the interchange point between DEF and the entry delivering the Firm Capacity and Energy from the RF/QF.



LIMITATION

Purchases under this schedule are subject to FPSC Rules 25-17.080 through 25-17.310, F.A.C., and are limited to those RF/QFs which:

- A. Are defined in the Contract;
- B. Execute a Contract;

RATES FOR PURCHASES BY DEF

Firm Capacity and Energy are purchased at unit cost, in dollars per kilowatt per month and cents per kilowatt-hour, respectively, based on the value of deferring additional capacity required by DEF. For the purpose of this schedule, an Avoided Unit has been designated by DEF. DEF's next Avoided Unit has been identified in Section 4 of the Contract. Schedule 1 to this Appendix describes the methodology used to calculate payment schedules, general terms, and conditions applicable to the Contract filed and approved pursuant to FPSC Rules 25-17.080 through 25-17.310, F.A.C.

A. Firm Capacity Rates

Four options, A through D, as set forth below, are available for payments of firm capacity that is produced by a RF/QF and delivered to DEF. Once selected, an option shall remain in effect for the term of the Contract. Exemplary payment schedules, shown below, contain the monthly rate per kilowatt of firm Capacity which the RF/QF has contractually committed to deliver to DEF and are based on a contract term which extends through the Termination Date in Section 4 of the Contract. Payment schedules for other contract terms will be made available to any RF/QF upon request and may be calculated based on the methodologies described in Schedule 1. The currently approved parameters used to calculate the following schedule of payments are found in Schedule 2 to this Appendix.

Option A - Fixed Value of Deferral Payments - Normal Capacity

Payment schedules under this option are based on the value of a year-by-year deferral of DEF's Avoided Unit with an in-service date as of the Avoided Unit In-Service Date in Section 4 of the Contract, calculated in accordance with FPSC Rule 25-17.0832, F.A.C., as described in Schedule 1. Once this option is selected, the current schedule of payments shall remain fixed and in effect throughout the term of the Contract. The payment schedule for this option follows in Table 3.

Option B - Fixed Value of Deferral Payments - Early Capacity

Payment schedules under this option are based upon the early capital cost component of the value of a year-by-year deferral of the Avoided Unit. The term “early” with respect to Option B means that these payments can start prior to the anticipated in-service date of the Avoided Unit; provided, however, that under no circumstances may payments begin before this RF/QF is delivering Firm Capacity and Energy to DEF pursuant to the terms of the Contract. When this option is selected, the Capacity Payments shall be made monthly commencing no earlier than the Capacity Delivery Date of the RF/QF and calculated as shown on Schedule 1. Capacity Payments under Option B do not result in a prepayment or create a future benefit.

The RF/QF shall select the month and year in which the deliveries of firm capacity and energy to DEF are to commence and Capacity Payments are to start. DEF will provide the RF/QF with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Contract. The exemplary payment schedule in Table 3 is based on a contract term that begins on the Exemplary Early Capacity Payment Date in Section 4 of the Contract.

Option C - Fixed Value of Deferral Payment - Levelized Capacity

Payment schedules under this option are based upon the levelized capital cost component of the value of a year-by-year deferral of the Avoided Unit. The capital portion of Capacity Payments under this option shall consist of equal monthly payments over the term of the Contract, calculated as shown on Schedule 1. The fixed operation and maintenance portion of Capacity Payments shall be equal to the value of the year-by-year deferral of fixed operation and maintenance expense associated with the Avoided Unit. These calculations are shown in Schedule 1. The payment schedule for this option is contained in Table 3. Capacity Payments under Option C do not result in a prepayment or create a future benefit.

Option D - Fixed Value of Deferral Payment - Early Levelized Capacity

Payment schedules under this option are based upon the early levelized capital cost component of the value of a year-by-year deferral of the Avoided Unit. The capital portion of Capacity Payments under this option shall consist of equal monthly payments over the term of the Contract, calculated as shown on Schedule 1. The fixed operation and maintenance expense shall be calculated as shown in Schedule 1.

The RF/QF shall select the month and year in which the deliveries of firm capacity and energy to DEF are to commence and Capacity Payments are to start. DEF will provide the RF/QF with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Contract. The exemplary payment schedule in Table 3 is based on a contract term that begins on the Exemplary Early Capacity Payment Date in Section 4 of the Contract.

TABLE 3
EXAMPLE MONTHLY CAPACITY PAYMENT IN \$/kW/MONTH
DEF'S June 1, 2024 Undesignated CT
Renewable or Qualifying Facility Standard Offer Contract Avoided Capacity Payments
(\$/kW/MONTH)

Contract Year	<u>Option A</u>	<u>Option B</u>	<u>Option C</u>	<u>Option D</u>
	Normal Capacity Payment Starting on the Avoided Unit In-Service Date	Early Capacity Payment Starting on the Exemplary Capacity Payment Date	Levelized Capacity Payment Starting on the Avoided Unit In-Service Date	Early Levelized Capacity Payment Starting on the Exemplary Capacity Payment Date
2021				
2022		3.71		4.19
2023		3.80		4.20
2024	4.82	3.90	5.35	4.20
2025	4.94	4.00	5.36	4.21
2026	5.07	4.10	5.36	4.22
2027	5.19	4.20	5.37	4.22
2028	5.32	4.30	5.38	4.23
2029	5.46	4.41	5.39	4.24
2030	5.59	4.52	5.40	4.24
2031	5.73	4.63	5.41	4.25
2032	5.88	4.75	5.42	4.26
2033	6.02	4.87	5.43	4.27
2034	6.17	4.99	5.44	4.28

- The Capacity Payment schedules contained in this Contract assume a term of ten years from the Avoided Unit In-Service Date. In the event the RF/QF requests a term greater than ten years but less than the Avoided Unit Life then DEF shall prepare a schedule of Capacity Payments for the requested term. Such Capacity Payment rates shall be calculated utilizing the value-of-deferral methodology described in FPSC Rule 25-17.0832(6).

2. The RF/QF may also request an alternative Capacity Payment rate stream from DEF as authorized by Rule 25-17.250(4). Regardless of the Capacity Payment rate stream requested by the RF/QF, the cumulative present value of the capital cost payments made to the RF/QF over the term of the Contract shall not exceed the cumulative present value of the capital cost payments had such payments been made pursuant to FPSC Rule 25-17.0832(4)(g)(i). Fixed operation and maintenance expense shall be calculated to conform with FPSC Rule 25-17.0832(6)(b). Such an alternative Capacity Payment rate shall be subject to the Termination Fee in Appendix B.

In the event that alternative Capacity Payment rates are agreed upon, such Capacity Payment rate schedule shall be attached to the Contract in Appendix E.

B. Energy Rates

Payments Prior to the Avoided Unit In-Service Date

1. The energy rate, in cents per kilowatt-hour (¢/kWh), shall be based on DEF's actual hourly avoided energy costs which are calculated by DEF in accordance with FPSC Rule 25-17.0825, F.A.C.

The calculation of payments to the RF/QF shall be based on the sum over all hours of the billing period, of the product of each hour's avoided energy cost times the amount of energy (kWh) delivered to DEF from the Facility for that hour. All purchases shall be adjusted for losses from the point of metering to the point of interconnection.

2. Upon request of the RF/QF, DEF shall provide the RF/QF the option of receiving energy payments based on DEF's year-by-year projection of system incremental costs prior to hourly economy energy sales to other utilities, based on normal weather and fuel conditions plus a mutually agreed upon market volatility risk premium. If this option is chosen, such payments will be calculated on an annual basis and the first year's estimated payment schedule shall be attached to this Contract in Appendix E.

Payments Starting on Avoided Unit In-Service Date

The calculation of payments to the RF/QF for energy delivered to DEF on and after the Avoided Unit In-Service Date shall be the sum, over all hours of the Monthly Billing Period, of the product of (a) each hour's Firm Energy Rate (¢/kWh); and (b) the amount of energy (kWh) delivered to DEF from the Facility during that hour.

For any period during which energy is delivered by the RF/QF to DEF, the Firm Energy Rate in cents per kilowatt hour (¢/kWh) shall be the following on an hour-by-hour basis: the lesser of (a) the As-Available Energy Rate and (b) the Avoided Unit Energy Cost. The Avoided Unit Energy Cost, in cents per kilowatt - hour (¢/kWh) shall be defined as the product of (a) the Avoided Unit Fuel Cost and (b) the Avoided Unit Heat Rate; plus (c) the Avoided Unit Variable O&M.

For the purposes of this agreement, the Avoided Unit Fuel Cost shall be determined from gas price published in Platts Inside FERC, Gas Market Report, first of the month posting for Florida Gas Transmission ("FGT") Zone 3, plus other charges, surcharges and percentages that are in effect from time to time.

The Parties may mutually agree to fix a minority portion of the base energy payments associated with the Avoided Unit and amortize that fixed portion, on a present value basis, over the term of the Contract. Such fixed energy payments may, at the option of the RF/QF, start as early as the Avoided Unit In-Service Date. For purposes of this paragraph, "base energy payments associated with the Avoided Unit" means the energy costs of the Avoided Unit to the extent that the Avoided Unit would have been operated. If this option is mutually agreed upon, it will be attached to this Contract in Appendix E.

ESTIMATED AS-AVAILABLE ENERGY COST

For informational purposes only, the estimated incremental avoided energy costs for the next five years are as follows. The following estimates include variable operation and maintenance expenses.

<u>Applicable Period</u>	<u>Average ¢/KWH</u>	<u>On-Peak ¢/KWH</u>	<u>Off-Peak ¢/KWH</u>
2016	3.5	3.5	3.4
2017	3.6	3.7	3.5
2018	3.7	3.8	3.6
2019	3.7	3.8	3.6
2020	3.9	4.0	3.8

ESTIMATED UNIT FUEL COST

The estimated unit fuel costs listed below are associated with the Avoided Unit and are based on current estimates of the price of natural gas.

\$/MMBTU

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
3.41	3.49	3.84	4.64	5.34	5.96	6.19	6.43	6.67

DELIVERY VOLTAGE ADJUSTMENT

DEF's average system line losses are analyzed annually for the prior calendar year, and delivery efficiencies are developed for the transmission, distribution primary, and distribution secondary voltage levels. This analysis is provided in the DEF's Procedures For Changing The Real Power Loss Factor (currently Attachment Q) in its Open Access Transmission Tariff and DEF's fuel cost recovery filing with the FPSC. An adjustment factor, calculated as the reciprocal of the appropriate delivery efficiency factor, is applicable to the above determined energy costs if the RF/QF is within DEF's service territory to reflect the delivery voltage level at which RF/QF energy is received by the DEF.

The current delivery voltage adjustment factors are:

<u>Delivery Voltage</u>	<u>Adjustment Factor</u>
Transmission Voltage Delivery	1.0138
Primary Voltage Delivery	1.0238
Secondary Voltage Delivery	1.0533

PERFORMANCE CRITERIA

Payments for firm Capacity are conditioned on the RF/QF's ability to maintain the following performance criteria:

A. Capacity Delivery Date

The Capacity Delivery Date shall be no later than the Required Capacity Delivery Date.

B. Availability and Capacity Factor

The Facility's availability and capacity factor are used in the determination of firm Capacity Payments through a performance based calculation as detailed in Appendix A to the Contract.



METERING REQUIREMENTS

The RF/QFs within the territory served by DEF shall be required to purchase from DEF hourly recording meters to measure their energy deliveries to DEF. Energy purchases from the RF/QFs outside the territory of DEF shall be measured as the quantities scheduled for interchange to DEF by the entity delivering Firm Capacity and Energy to DEF.

For the purpose of this Contract, the on-peak hours shall be those hours occurring April 1 through October 31, from 11:00 a.m. to 10:00 p.m., and November 1 through March 31, from 6:00 a.m. to 12:00 noon and 5:00 p.m. to 10:00 p.m. prevailing Eastern time. DEF shall have the right to change such on-peak Hours by providing the RF/QF a minimum of thirty calendar days' advance written notice.

BILLING OPTIONS

A RF/QF, upon entering into this Contract for the sale of firm capacity and energy or prior to delivery of as-available energy, may elect to make either simultaneous purchases from and sales to DEF, or net sales to DEF; provided, however, that no such arrangement shall cause the RF/QF to sell more than the Facility's net output. A decision on billing methods may only be changed: 1) when a RF/QF selling as-available energy enters into this Contract for the sale of firm capacity and energy; 2) when a Contract expires or is lawfully terminated by either the RF/QF or DEF; 3) when the RF/QF is selling as-available energy and has not changed billing methods within the last twelve months; 4) when the election to change billing methods will not contravene the provisions of FPSC Rule 25-17.0832 or a contract between the RF/QF and DEF.

If a RF/QF elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days advance written note to DEF; 2) the installation by DEF of any additional metering equipment reasonably required to effect the change in billing and upon payment by the RF/QF for such metering equipment and its installation; and 3) upon completion and approval by DEF of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the RF/QF for such alteration(s).

Payments due a RF/QF will be made monthly and normally by the twentieth business day following the end of the billing period. The kilowatt-hours sold by the RF/QF and the applicable avoided energy rates at which payment are being made shall accompany the payment to the RF/QF.



CHARGES TO RENEWABLE ENERGY PROVIDER

The RF/QF shall be responsible for all applicable charges as currently approved or as they may be approved by the Florida Public Service Commission, including, but not limited to:

A. Retail Service Charges

The RF/QF shall be responsible for all FPSC approved charges for any retail service that may be provided by DEF. The RF/QF shall be billed at the customer charge rate stated in DEF's applicable standby tariff monthly for the costs of meter reading, billing, and other administrative costs.

B. Interconnection Charges

Applicable Interconnection Charges are included in the transmission arrangements entered into with the Transmission Provider. Notwithstanding the above, Interconnection Charges must be in accordance with the provisions of FPSC Rule 25-17.087.

C. Transmission Charges

Applicable Transmission Charges are included in the transmission arrangements entered into with the Transmission Provider. Notwithstanding the above, Transmission Charges must be in accordance with the provisions of FPSC Rule 25-17.087.

TERMS OF SERVICE

- A. It shall be the RF/QF's responsibility to inform DEF of any change in its electric generation capability.
- B. Any electric service delivered by DEF to a RF/QF located in DEF's service area shall be subject to the following terms and conditions:
- (1) A RF/QF shall be metered separately and billed under the applicable retail rate schedule(s), whose terms and conditions shall pertain.
 - (2) A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C., and the following:
 - (i) In the first year of operation, the security deposit should be based upon the singular month in which the RF/QF's projected purchases from DEF exceed, by the greatest amount, DEF's estimated purchases from the RF/QF. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit is required upon interconnection.
 - (ii) For each year thereafter, a review of the actual sales and purchases between the RF/QF and DEF will be conducted to determine the actual month of maximum difference. The security deposit should be adjusted to equal twice the greatest amount by which the actual monthly purchases by the RF/QF exceed the actual sales in DEF in that month.
 - (3) DEF shall specify the point of interconnection and voltage level.
 - (4) The RF/QF must enter into an interconnection to DEF's system. Specific features of the RF/QF and its interconnection to DEF's facilities will be considered by DEF in preparing the interconnection agreement. Notwithstanding the above, interconnection with, and delivery into, the Company's system must be accomplished in accordance with the provisions of FPSC Rule 25-17.087.
- C. Service under this rate schedule is subject to the rules and regulations of the FPSC.

**SCHEDULE 1
TO RATE SCHEDULE COG-2****CALCULATION OF VALUE OF DEFERRAL PAYMENTS****APPLICABILITY**

This Schedule 1 provides a detailed description of the methodology used by DEF to calculate the monthly values of deferring or avoiding the Avoided Unit identified in the Contract. When used in conjunction with the current FPSC-approved cost parameters associated with the Avoided Unit contained in Schedule 2, a RF/QF may determine the applicable value of deferral capacity payment rate associated with the timing and operation of its particular facility should the RF/QF enter into a Contract with DEF.

Also contained in this Schedule 1 is the discussion of the types and forms of surety bond requirements or equivalent assurance for payment of the Termination Fee acceptable to DEF in the event of contractual default by a RF/QF.

CALCULATION OF VALUE OF DEFERRAL OPTION A

FPSC Rule 25-17.0832(5) specifies that avoided capacity costs, in dollars per kilowatt per month, associated with capacity sold to a utility by a RF/QF pursuant to Contract shall be defined as the year-by-year value of deferral of the Avoided Unit. The year-by-year value of deferral shall be the difference in revenue requirements associated with deferring the Avoided Unit one year, and shall be calculated as follows:

$$VAC_m = 1/12 [KI_n (1 - R) / (1 - R^L) + O_n]$$

Where, for a one year deferral:

VAC_m = utility's monthly value of avoided capacity, in dollars per kilowatt per month, for each month of year n;

K = present value of carrying charges for one dollar of investment over L years with carrying charges computed using average annual rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year;

R = $(1 + i_p) / (1 + r)$;

I_n = total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Avoided Unit with an in-service date of year n , including all identifiable and quantifiable costs relating to the construction for the Avoided Unit which would have been paid had the Avoided Unit been constructed;

- O_n = total fixed operation and maintenance expense for the year n , in mid-year dollars per kilowatt per year, of the Avoided Unit;
- i_p = annual escalation rate associated with the plant cost of the Avoided Unit;
- i_o = annual escalation rate associated with the operation and maintenance expense of the Avoided Unit;
- r = annual discount rate, defined as the utility's incremental after-tax cost of capital;
- L = expected life of the Avoided Unit; and
- n = year for which the Avoided Unit is deferred starting with the Avoided Unit In-Service Date and ending with the Termination Date.

CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY-OPTION B

Under the fixed value of deferral Option A, payments for firm capacity shall not commence until the in-service date of the Avoided unit(s). At the option of the RF/QF, however, DEF may begin making payments for capacity consisting of the capital cost component of the value of a year-by-year deferral of the Avoided Unit prior to the anticipated in-service date of the Avoided Unit. When such payments for capacity are elected, the avoided capital cost component of Capacity Payments shall be paid monthly commencing no earlier than the Capacity Delivery Date of the RF/QF, and shall be calculated as follows:

$$A_M = [A_c (1 + i_p)^{(m-1)} + A_o (1 + i_o)^{(m-1)}] / 12 \quad \text{for } m = 1 \text{ to } t$$

Where:

- A_M = monthly payments to be made to the RF/QF for each month of the contract year n , in dollars per kilowatt per month in which RF/QF delivers capacity pursuant to the early capacity option;
- i_p = annual escalation rate associated with the plant cost of the Avoided Unit;
- i_o = annual escalation rate associated with the operation and maintenance expense of the Avoided Unit;

m = year for which the fixed value of deferral payments under the early capacity option are made to a RF/QF, starting in year one and ending in the year t ;

t = the Term, in years, of the Contract:

A_c = $F [(1 - R) / (1 - R^t)]$

Where:

F = the cumulative present value, in the year that the contractual payments will begin, of the avoided capital cost component of Capacity Payments which would have been made had Capacity Payments commenced with the Avoided Unit In-Service Date;

R = $(1 + i_p) / (1 + r)$

r = annual discount rate, defined as DEF's incremental after-tax cost of capital; and

A_o = $G [(1 - R) / (1 - R^t)]$

Where:

G = The cumulative present value, in the year that the contractual payments will begin, of the avoided fixed operation and maintenance expense component of Capacity Payments which would have been made had Capacity Payments commenced with the Avoided Unit In-Service Date.

R = $(1 + i_o) / (1 + r)$

The currently approved parameters applicable to the formulas above are found in Schedule 2.

**CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS -
LEVELIZED AND EARLY LEVELIZED CAPACITY - OPTION C & OPTION D,
RESPECTIVELY**

Monthly fixed value of deferral payments for levelized and early levelized capacity shall be calculated as follows:

$$P_L = (F / 12) \cdot [r / 1 - (1 + r)^{-t}] + O$$

Where:

- P_L = the monthly levelized capacity payment, starting on or prior to the in-service date of DEF's Avoided Unit(s);
- F = the cumulative present value, in the year that the contractual payments will begin, of the avoided capital cost component of the Capacity Payments which would have been made had the Capacity Payments not been levelized;
- r = the annual discount rate, defined as DEF's incremental after-tax cost of capital;
- t = the Term, in years of the Contract
- O = the monthly fixed operation and maintenance component of the Capacity Payments, calculated in accordance with calculation of the fixed value of deferral payments for the levelized capacity or the early levelized capacity options.

RISK-RELATED GUARANTEES

With the exception of governmental solid waste facilities covered by FPSC Rule 25-17.091, FPSC Rule 25-17.0832 (4)(e)10 requires that, when fixed value of deferral payments - early capacity, levelized capacity, or early levelized capacity are elected, the RF/QF must provide a surety bond or equivalent assurance of securing the payment of a Termination Fee in the event the RF/QF is unable to meet the terms and conditions of its Contract. Depending on the nature of the RF/QF's operation, financial health and solvency, and its ability to meet the terms and conditions of the Contract, one of the following may constitute an equivalent assurance of payment:

- (1) Bond;
- (2) Cash deposit(s) with DEF;
- (3) Unconditional, irrevocable, direct pay Letter of Credit;
- (4) Unsecured promise by a municipal, county or state government to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such government allowing the utility to levy a surcharge on either the electric bills of the government's electricity consuming facilities or the constituent electric customers of such government to assure that payments for early or levelized capacity are repaid;
- (5) Unsecured promise by a privately-owned RF/QF to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from the owner(s) of the RF/QF, parent company, and/or subsidiary companies located in Florida to assure that payments for early, levelized or early levelized capacity are repaid; or
- (6) Other guarantees acceptable to DEF.



SECTION No. IX
FIRST REVISED SHEET NO. 9.466
CANCELS ORIGINAL SHEET NO. 6.466

DEF will cooperate with each RF/QF applying for fixed value of deferral payments under the early, levelized or early levelized capacity options to determine the exact form of an "equivalent assurance" for payment of the Termination Fee to be required based on the particular aspects of the RF/QF. DEF will endeavor to accommodate an equivalent assurance of repayment which is in the best interests of both the RF/QF and DEF's ratepayers.



SCHEDULE 2
TO RATE SCHEDULE COG-2CAPACITY OPTION PARAMETERS

**FIXED VALUE OF DEFERRAL PAYMENTS -
NORMAL CAPACITY OPTION PARAMETERS**

Where, for one year deferral:

		<u>Value</u>
VAC_m	= DEF's value of avoided capacity and O&M, in dollars per kilowatt per month, during month m;	4.82
K	= present value of carrying charges for one dollar of investment over L years with carrying charges computed using average annual rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year;	1.309
I_n	= total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Avoided Unit with an in-service date of year n;	770.85
O_n	= total fixed operation and maintenance expense, for the year n, in mid-year dollars per kilowatt per year, of the Avoided Unit;	3.87
i_p	= annual escalation rate associated with the plant cost of the Avoided Unit;	2.50%
i_o	= annual escalation rate associated with the operation and maintenance expense of the Avoided Unit;	2.50%
r	= annual discount rate, defined as DEF's incremental after-tax cost of capital;	6.92%
L	= expected life of the Avoided Unit;	35
n	= year for which the Avoided Unit is deferred starting with the Avoided Unit In-Service Date and ending with the Termination Date.	2024

**FIXED VALUE OF DEFERRAL PAYMENTS -
EARLY CAPACITY OPTION PARAMETERS**

A_m	=	monthly avoided capital cost component of Capacity Payments to be made to the RF/QF starting as early as two years prior to the Avoided Unit In-Service Date, in dollars per kilowatt per month;	3.51
i_p	=	annual escalation rate associated with the plant cost of the Avoided Unit;	2.50%
n	=	year for which early Capacity Payments to a RF/QF are to begin;	2022
F	=	the cumulative present value of the avoided capital cost component of Capacity Payments which would have been made had Capacity Payments commenced with the anticipated in-service date of the Avoided Unit and continued for a period of 10 years;	304.22
r	=	annual discount rate, defined as DEF's incremental after-tax cost of capital;	6.92%
t	=	the Term, in years, of the Contract for the purchase of firm capacity commencing prior to the in-service date of the Avoided Unit;	14
G	=	the cumulative present value of the avoided fixed operation and maintenance expense component of Capacity Payments which would have been made had Capacity Payments commenced with the anticipated in-service date of the Avoided Unit and continued until the Termination Date.	21.80



SECTION No. IX
FIRST REVISED SHEET NO. 9.470
CANCELS ORIGINAL SHEET NO. 9.470

APPENDIX E
TO
DUKE ENERGY FLORIDA
RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW
STANDARD OFFER CONTRACT

AGREED UPON PAYMENT SCHEDULES
AND OTHER MUTUAL AGREEMENTS



SECTION No. IX
FIRST REVISED SHEET NO. 9.475
CANCELS ORIGINAL SHEET NO, 9.475

**APPENDIX F
FPSC RULES 25-17.080 THROUGH 25-17.310
ARE PROVIDED IN SECTION VIII
ON THIS TARIFF BOOK**

DUKE ENERGY FLORIDA CONTACT INFORMATION

Applications for Interconnections

Duke Energy
P.O. Box 1010
400 South Tyron Street
Charlotte, NC 28202
Attention Mail Code ST13A

Email: customerownedgeneration@duke-energy.com

Telephone: (866) 233-2290

Fax: (980) 373-5244

Net Metering

Email: customerownedgeneration@duke-energy.com

Power Purchase Agreements

Email: RenewableResponse@duke-energy.com

Telephone: David Gammon (727) 820-4597

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO REVIEW AND CONSIDER APPROVAL, BY RESOLUTION, OF THE UPDATED TAYLOR COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN WITH ANNEX 1 AND ANNEX 2.

MEETING DATE REQUESTED:

February 21, 2017

Statement of Issue: Board to consider approval of resolution stating the adoption of the Comprehensive Emergency Management Plan.

Recommended Action: Adopt the CEMP to include Annex 1- Recovery Functions and Annex 2 – Mitigation Functions, Sign Resolution and Promulgation

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Steve Spradley, Emergency Management Director

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: CHAPTER 252, FLORIDA STATUTES, REQUIRES THAT ALL COUNTIES MUST UPDATE THEIR CEMP EVERY FOUR YEARS AND SUBMIT THE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT. ONCE APPROVED THE CEMP MUST BE ADOPTED BY RESOLUTION OF THE BOARD.

Options: Approve/Deny

Attachments:

1. Resolution for Taylor County
2. Comprehensive Emergency Management Plan with Annex 1 and Annex 2
3. FDEM approval letter
4. Letter of PROMULGATION

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, APPROVING THE REVISED TAYLOR COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

WHEREAS, Chapter 252, Florida Statutes, assigns to the Board of County Commissioners responsibility for disaster mitigation, preparedness, response, and recovery; and

WHEREAS, being prepared for disasters means being ready to respond promptly as danger threatens, to save life and protect property, and to provide relief from suffering and privation; and

WHEREAS, local services may be overburdened or inadequate, and local government will have to operate effectively in different ways than in normal times to provide timely relief and minimize hardships in the event of natural and technological disasters in Taylor County; and

WHEREAS, man populated areas and parts of communities may require evacuation, shelter, and food until the disaster ends; services are restored, and needed supplies and materials area available; and

WHEREAS, the plan is intended to provide the framework for the development of detailed operating procedures for all County forces charged with the responsibility of protecting the public health and safety from natural and technological disasters; and

WHEREAS, Chapter 27P-6, Florida Administrative Code, requires each County to develop a Comprehensive Emergency Management Plan; and

WHEREAS, Chapter 27P-6, Florida Administrative Code, furthermore, requires the governing body of Taylor County to adopt by resolution, the revised Taylor County Comprehensive Emergency Management Plan.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida that Taylor County's revised Comprehensive Emergency Management Plan be hereby adopted and activated throughout Taylor County.

This resolution shall become effective upon adoption

PASSED AND ADOPTED this 21st Day of February, 2017.

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

Pam Feagle, Chair

ATTEST:

Annie Mae Murphy, Clerk of the
Board of County Commissioners,
Taylor County

Approved as to form and legality:

Conrad C. Bishop Jr., County Attorney

LETTER OF PROMULGATION

Approval Date: February 21, 2017

To: To officials, Employees, and Citizens of Taylor County

The preservation of life, property and the environment is an inherent responsibility of local, state and federal government. Taylor County, in cooperation with the County's constitutional officer, and nonprofit agencies, has prepared this Comprehensive Emergency Management Plan (CEMP) to ensure the most effective allocation of resources for the protection of people and property in time of an emergency.

While no plan can completely prevent injuries and damage, good plans carried out by knowledgeable and well-trained personnel can reduce losses. This plan establishes the emergency organization, assigns responsibilities, specifies policies, and provides for coordination of planning efforts of the various emergency staff and service elements using the Emergency Support Function concept.

The objective of this plan is to incorporate and coordinate the facilities and personnel of the County and its subsidiaries into an efficient organization capable of responding effectively to an emergency.

This CEMP plan is an extension of the *State Comprehensive Emergency Management Plan*. The County will periodically review and exercise the plan and revise it as necessary to meet changing conditions.

The Taylor County Board of County Commissioners gives its full support to this plan and urges all officials, employees and citizens to do their part in the total emergency preparedness effort.

This letter promulgates the Taylor County Comprehensive Emergency Management Plan, constitutes the adoption of the plan, and the adoption of the National Incident Management System, (NIMS). This emergency plan becomes effective on approval of the Board of County Commissioners.

Pam Feagle, Chair
Taylor County Board of County Commissioners



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

December 23, 2016

Mr. Steve Spradley, Director
Taylor County Department of Emergency Management
591 East US Highway 27
Perry, Florida 32347

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Dear Director Spradley:

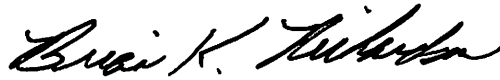
In accordance with the provisions of Rule Chapter 27P-6 Florida Administrative Code (FAC), the Florida Division of Emergency Management (FDEM) has completed its review of the Taylor County Comprehensive Emergency Management Plan (CEMP). The review team has determined that your plan meets the CEMP compliance criteria. We hope that the comments and discussions the review team had with you and your staff during the review will assist you in future planning efforts and enhance the update of your CEMP.

The approved plan must now be adopted by resolution by the governing body of the jurisdiction within 90 days in accordance with Rule 27P-6.006(11) FAC. You must forward a copy of the adoption resolution and an electronic copy of the adopted plan to FDEM to complete compliance. Failure to adopt the plan by resolution within 90 days will result in a letter of non-compliance unless an adoption extension is requested in accordance with Rule 27P-6.006(11) FAC.

>
"
>

If you have any questions or need additional information regarding the plan's approval, please contact your review team leader, Novella Tise at (850) 413-9918 or by email: Novella.Tise@em.myflorida.com.

Sincerely,

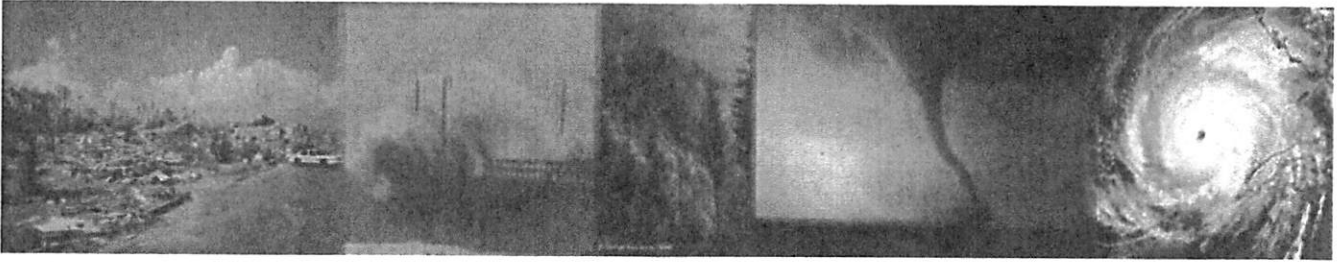


for Linda McWhorter, Chief
Bureau of Preparedness

LM/nt/md

cc: Jody DeVane, Chairperson of BOCC, Taylor County
Jim Roberts, DEM – Regional Coordination Team Manager
Brian Bradshaw, DEM – Regional Coordinator
Dwayne Mundy, RPC Representative
Evan Rosenberg, DEM – Recovery
Miles Anderson, DEM – Mitigation
Novella Tise, DEM – Interim CEMP Planner

TAYLOR COUNTY



COMPREHENSIVE EMERGENCY MANAGEMENT PLAN



June, 2016

**Taylor County Board of County Commissioners
Department of Emergency Management**

NOTICE: This document contains information pertaining to the deployment, mobilization, and tactical operations of the Taylor County government in response to emergencies. It is exempt from public disclosure under the provisions of Section 281.301, Florida Statutes.

Table of Contents

ACKNOWLEDGEMENTS	2
I. INTRODUCTION	5
A. GENERAL	5
1. The National Preparedness Goal	7
2. Framework for National Preparedness	7
3. The Seven National Preparedness Goals	8
B. PURPOSE	8
C. SCOPE	8
D. METHODOLOGY	9
II. CONCEPT OF OPERATIONS	10
A. County Government	10
B. Municipal Government	11
C. State Government	11
D. Federal Government	12
E. Special Districts	13
F. Private Sector	13
G. Non-Government and Volunteer Organizations	13
H. Citizen Involvement	13
III. METHOD OF OPERATION	14
A. GENERAL	14
1. Non-Disaster Daily Operations	15
2. Emergency Operations	16
3. Field Operations	35
4. Joint Information Center	37
B. COORDINATION, DIRECTION AND CONTROL	38
1. County Level	38
2. Primary and Support Agencies in the ESF	38
3. Intergovernmental Mutual Aid	40
4. Communication	41
5. State Level	42
6. Federal Level	44
7. Joint Field Office	44
C. PREVENTION	46
1. Goals	46
2. Objectives	46
D. PREPAREDNESS	46

1. Goals	46
2. Objectives	46
3. Plan Development and Maintenance	47
4. Public Information	49
5. Exercise and Training	50
6. Evacuation	52
7. Sheltering	53
 E. RESPONSE	 54
1. Goals	54
2. Objectives	54
3. County Emergency Operations Center	56
4. Field Operations	56
a. Personnel/Teams	56
b. Field Operations	56
 IV. FINANCIAL MANAGEMENT	 57
 V. CONTINUITY OF OPERATIONS	 57
 VI. REFERENCES AND AUTHORITIES	 57

Taylor County Comprehensive Emergency Management Plan

I. INTRODUCTION

A. GENERAL

Florida Statutes, Chapter 252 (Emergency Management Act) identifies emergency power and responsibilities of political subdivisions in the State of Florida. A key provision in the statutes is that each County in Florida shall develop a Comprehensive Emergency Management Plan (CEMP) and Programs that are coordinated and consistent with the State Comprehensive Emergency Management Plan and Programs. Furthermore, Presidential Homeland Security Directives 5 and 8, enacted in 2004, require the State and Local governments to adopt the fundamental principles, language and operational concepts embedded in the National Incident Management System (NIMS) and the National Response Framework (NRF) as a condition for receiving certain categories of federal support for Emergency Management. The Taylor County Board of County Commission adopted this by resolution on July 25, 2006.

The revised Taylor County CEMP is the product of a detailed and focused planning process that 1) fully incorporates the NIMS concepts, principles, practice and language 2) capitalizes on the lessons learned from recent disasters, 3) incorporates plans, programs and policies that have emerged since the last revision of the CEMP. The CEMP establishes a framework through which the County may prepare for; respond to; recover from; and mitigate to prevent the impacts of a wide variety of disasters that could adversely affect the health, safety and or general welfare of the residents and emergency workers of Taylor County. The CEMP provides guidance to County officials on procedures, organization and responsibilities which will prevent, minimize, and/or relieve personal hardship and property damage associated with disasters or the imminent threat thereof. This plan also provides for an integrated and coordinated county, municipal, state and federal response.

The CEMP is operation oriented and addresses communication and warning systems, rapid and pre-deployment of resources, evacuation, shelter operations, post-disaster response and recovery activities, and clearly defines responsibilities of county, municipal, volunteer, and other organizations through an Incident Management System/Emergency Support Function approach to planning and operations.

The CEMP describes the basic strategies, assumptions, and mechanics through which the County will mobilize resources and conduct activities to guide and support County emergency management efforts through prevention, preparedness, response, recovery, and mitigation. To facilitate inter-governmental operations, the CEMP adopts a functional approach that groups the type of assistance to be provided under each Emergency Support Function (ESF). Each ESF is headed by a primary agency, which has been selected based on its authorities, resources, and capabilities in the functional area. In addition, other agencies with similar capabilities have been given support assignments to appropriate ESF(s). The ESF(s) serve as the primary operational mechanism through which county assistance is managed. Command staff and other General staff have been assigned to support the ESF(s). County assistance will be provided to impacted communities within the County under the overall authority of the Director of Emergency Management (Local Coordinating Officer), on behalf of the Board of County Commission.

In an effort to ensure that the revised CEMP was strictly aligned with the State and National preparedness guidance, the State Division of Emergency Management, and the National Department of Homeland Security publications listed below were consulted and closely followed:

- The National Preparedness Guidelines (September, 2007)
- National Response Framework (January, 2016)
- The Interim National Preparedness Goal (March 31, 2007)
- FEMA NIMCAST User's Guide
- Integration of the National Incident Management System into the Local Comprehensive Emergency Management Plan - A Guide (DEM, June 2005)
- Targeted Capabilities List (2007)

The following information is an excerpt from the Department of Homeland Security's Guidance on Aligning Strategies with the National Preparedness Goal dated July 22, 2005:

1. The National Preparedness Goal

The Goal represents a significant evolution in the way we approach preparedness and homeland security. The Goal presents a collective vision for national preparedness, and establishes National Priorities that will help guide the realization of that vision. The vision set forth by the Goal encompasses the full spectrum of activities necessary to address a broad range of threats and hazards, including terrorism.

The vision of the National Preparedness Goal is:

To engage Federal, State, local, and tribal entities, their private and non-governmental partners, and the general public to achieve and sustain risk-based target levels of capability to prevent, protect against, respond to, and recover from major events in order to minimize the impact on lives, property, and the economy.

2. Framework for National Preparedness

The Goal provides a common framework for a systems-based approach to build, sustain and improve national preparedness for a broad range of threats and hazards. The Goal and other source documents define the mission areas of this framework as follows:

a. Prevent: Actions to avoid an incident, intervene, or stop an incident from occurring. Prevention involves actions taken to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, pre-empting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice (Source: NIMS, December 2008).

b. Protect: Actions to reduce the vulnerability of critical infrastructure or key resources in order to deter, mitigate, or neutralize terrorist attacks, major disasters, and other emergencies (Source: HSPD 7, December 2003). It requires coordinated action on the part of Federal, State and local governments; the private sector; and concerned citizens across the country. Protection also includes: continuity of government and operations planning; awareness evaluation and understanding of threats and vulnerabilities to their critical facilities, systems, and functions; identification and promotion of effective sector-specific protection practices and methodologies; and expansion of voluntary security-related information sharing among private entities within the sector, as well as between government and private entities (Source: The National Strategy for the physical Protection of Critical Infrastructures and Key Assets, February 2003).

c. Respond: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at pre-empting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice (Source: NIMS, December 2008).

d. Recovery: Activities that include the development, coordination, and execution of service—and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental, and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents (Source: NIMS, December 2008).

At the core, success depends upon robust and adaptive collaboration between the public and private sector, among different levels of government, among multiple jurisdictions, and among departments and agencies within a single jurisdiction. Collaboration encompasses a wide range of activities (i.e., joint planning, training, operations) aimed at coordinating the capabilities and resources of various entities (agencies, organizations, and individuals from many tiers of public and private sectors) for the common purpose of preventing, protecting against, responding to, and recovering from intentional as well as natural threats to people or property. As such, a critical element, collaboration, can thus be viewed as the foundation upon which success in all four mission areas depends.

Each mission area includes a collection of capabilities that require the integration of multiple agencies, disciplines, processes, and procedures. For an example, the prevention mission area includes the capability of intelligence fusion and analysis. This capability requires the interaction of law enforcement investigations, public health surveillance, suspicious activity reports from the public, and other discipline-specific activities.

Integration is needed across mission areas. For example, information learned in intelligence fusion and analysis should inform critical infrastructure protection efforts so that protection strategies fit the threats.

This common framework provides an overarching structure which can guide the establishment and enhancement of homeland security preparedness organizations, programs and processes. While individual components within the framework may change over time, the framework is robust and should not change.

3. The Seven National Preparedness Goals

National Priorities/Overarching Priorities:

- Implement the National Incident Management System (NIMS) and National Response Framework (NRF)
- Expand Regional Collaboration
- Implement the Interim National Infrastructure Protection Plan

Capability Specific Priorities:

- Strengthen Information Sharing and Collaboration capabilities
- Strengthen Interoperable Communications capabilities
- Strengthen CBRNE Detection, Response, and Decontamination capabilities
- Strengthen Medical Surge and Mass Prophylaxis capabilities

B. PURPOSE

The purpose of the Taylor County Comprehensive Emergency Management Plan (CEMP) is to establish a framework for government, non-profit organizations, and residents to address prevention, preparation, response, recovery, and mitigation of the effects of emergencies and disasters.

C. SCOPE

The Scope of this plan identifies when and under what conditions the application or activation of this plan is necessary.

- The plan establishes fundamental policies strategies and assumptions for a countywide Comprehensive Emergency Management Program that is guided by the principles of the National Incident Management System.
- The CEMP addresses the various types of emergencies that are likely to occur and the vulnerable population.
- The CEMP establishes a Concept of Operations spanning the direction and control of an emergency from initial monitoring through post-disaster response, recovery and mitigation.
- The CEMP defines inter-agency and inter-government coordination mechanisms to facilitate the delivery of immediate response and recovery assistance.

- The CEMP assigns specific functions to appropriate county agencies and organizations as well as outlines methods to coordinate with the private sector, volunteer organizations, citizens, and state and federal counterparts.
- The CEMP identifies actions that county response and recovery organizations will take in coordination with municipal, state, and federal counterparts as appropriate, regardless of the magnitude of the disaster.

D. METHODOLOGY

The Taylor County Department of Emergency Management with guidance and assistance from each of the following organizations has prepared this document:

- Taylor County District Schools Director of Transportation
- Taylor County District Schools Superintendent
- Taylor County Agriculture Extension Agent
- Taylor County Property Appraiser
- Taylor County Health Department
- City of Perry (Police and Fire)
- Doctors' Memorial Hospital
- Taylor County Fire Department
- Taylor County Public Works Department
- Taylor County Clerk of the Court
- Taylor County Sheriff's Office

The Taylor County CEMP was developed using widely accepted planning principles and practices in the field of emergency management to include: compliance criteria developed by the Florida Division of Emergency Management, the National Response Framework (NRF), and federal guidance concerning the National Incident Management System (NIMS). The plan incorporates information from many sources, which are noted throughout the document. Standard Operating Guides supporting this plan were developed in conjunction with primary agencies.

The local planning process involvement includes:

- The Taylor County CEMP is adopted by the Taylor County Board of County Commissioners by resolution, which serves as the promulgation letter for the CEMP.
- Concurrence documents acknowledging and accepting plan responsibilities is maintained at the Taylor County Department of Emergency Management.
- A distribution list of the Comprehensive Emergency Management Plan, maintained at the Taylor County Department of Emergency Management.
- The Emergency Management Director is responsible for ensuring that all changes have been distributed to recipients of the CEMP. The distribution list is used to verify that all appropriate persons/offices are copied.

- As changes to the CEMP occur, they will be facilitated through the Taylor County planning process, and electronic copies will be disseminated.
- A master copy of the CEMP is maintained in the Taylor County Department of Emergency Management.

II. CONCEPT OF OPERATIONS

A. COUNTY GOVERNMENT

As required by Chapter 252.38, Florida Statutes, County governments are responsible for:

- Maintaining an emergency management program at the county level involving all government, private and volunteer organizations which have responsibilities in the comprehensive emergency management system within the county.
- Coordinating the emergency management needs of all municipalities within the county and working to establish intra-county Mutual Aid Agreements to render emergency assistance.
- Implementing a broad-based public awareness, education and information program designed to reach all citizens of the county, including those needing special media formats, who are non-English speaking (including persons who do not use English as their first language), and those with hearing impairment or loss.
- Executing Mutual Aid Agreements within the State for reciprocal emergency aid and assistance in the event a situation is beyond the county's capability.
- Maintaining an emergency management program that is designed to avoid, reduce and mitigate the effects of hazards through the enforcement of policies, standards and regulations.
- Maintaining cost and expenditure reports associated with disasters, including resources mobilized as a result of Mutual Aid Agreements.
- Three distinct types of communities exist within Florida. More than 30% of the population lives in highly urbanized areas. With the exception of Orlando, most of the State's population is located in the coastal zone. There are other communities that are not fully urbanized, but are emerging as centers of growth. Examples are Polk County and the cities of Ocala and Tallahassee. Finally, there is rural Florida with its cattle ranches, farms, pine forests, fishing villages, and small towns. Therefore, response and recovery activities must be tailored to the type of community impacted by disasters.

B. MUNICIPAL GOVERNMENT

As required by Chapter 252.38(2) Florida Statutes, municipalities are responsible for:

- Legally constituted municipalities are authorized and encouraged to create municipal emergency management programs.
- Municipal emergency management programs shall coordinate their activities with those of the county emergency management agency.
- Municipalities without emergency management programs shall be served by their respective county agencies. If a municipality elects to establish an emergency management program, it must comply with all laws, rules, and requirements applicable to county emergency management agencies.
- Each municipal emergency management plan must be consistent with and subject to the applicable county emergency management plan. In addition, each municipality must coordinate requests for state or federal emergency response assistance with its county. This requirement does not apply to requests for reimbursement under federal public disaster assistance programs.

All Municipalities, County Departments, Constitutional Officers and other organizations fall under the direction of the lead agency designated in the plan. The Director of Emergency Management will coordinate with State, Federal and other outside agencies. Taylor County operates under a **Unified Command (UC)** system, which provides maximum flexibility in responding to a major incident that involves multiple agencies and multiple disciplines from multiple geographic jurisdictions. The exact composition of the Unified Command structure will depend on the location of the incident and level of severity.

C. STATE GOVERNMENT

As required by Chapter 252, Florida Statutes, the State is responsible for:

- Maintaining an emergency management organization at the State level that involves all government agencies, businesses, and volunteer organizations that have responsibilities in comprehensive emergency management within Florida.
- Maintaining a broad-based public awareness, education and preparedness program designed to reach a majority of the citizens of Florida, including citizens needing special media formats, such as non-English speaking individuals.
- Supporting the emergency management needs of all counties by developing reciprocal intra- and inter-state Mutual Aid Agreements, in addition to assistance from the Federal Emergency Management Agency.
- Directing and controlling a State response and recovery organization based on emergency support functions, involving broad participation from State, private and voluntary relief organizations that are compatible with the federal response and recovery organization and concept of operations.

- Developing and implementing programs or initiatives designed to avoid, reduce and mitigate the effects of hazards through the development and enforcement of policies, standards and regulations.
- Coordinating State activities with those Florida volunteer organizations active in disasters. Ensure that these organizations are identified and organized under Emergency Support Function 15 (Volunteers and Donations) of the State Emergency Response Team.
- Coordinating State activities with Florida's business community and its organizations to ensure a broad and comprehensive coverage of assistance and relief during a disaster.
- Promoting mitigation efforts in the business community with emphasis on the State's infrastructure.
- Identifying critical industry and infrastructures that may be impacted by disaster or are required for emergency response efforts.
- Reviewing and analyzing the Plan against national criteria to ensure compliance with goals, procedures, and benchmarks that guide emergency management programs.

D. FEDERAL GOVERNMENT

The federal government is responsible for:

- Preventing terrorist attacks within the United States through the Department of Homeland Security; reducing the vulnerability of the nation to terrorism, natural disasters, and other emergencies; and minimizing the damage and assisting in the recovery from emergencies.
- Providing emergency response on federally owned or controlled property, such as military installations and federal prisons.
- Providing federal assistance as directed by the President of the United States under the coordination of the United States Department of Homeland Security, Federal Emergency Management Agency and in accordance with National Response plans.
- Identifying and coordinating provision of assistance under other federal statutory authorities.
- Providing assistance to the State and local governments for response to and recovery from a commercial radiological incident consistent with guidelines as established in the current Federal Radiological Emergency Response Plan and the National Response Framework.
- Managing and resolving all issues pertaining to a mass influx of illegal aliens.

- Providing repatriation assistance to U.S. citizens (including noncombatants of the U.S. Department of Defense) evacuated from overseas areas. The U.S. Department of Health and Human Services (DHHS), in coordination with other designated federal departments and agencies, is responsible for providing such assistance.

E. SPECIAL DISTRICTS

- Special districts (such as Soil and Water Conservation, Water Management, Mosquito Control, Fire and Rescue, and School) are responsible for establishing liaisons with Taylor County and its organizations to support emergency management capabilities within the county. Special districts that involve inter-jurisdictional authority can provide resources and services to support other functionally related systems in times of disaster.

F. PRIVATE SECTOR

- Coordinate with Government agencies to ensure a broad and comprehensive coverage of assistance and relief during emergencies.
- Provide and coordinate relief not provided by government on a complementary and supplementary basis.
- Develop Mutual Aid Agreements and Memorandums of Understanding for actions performed during emergencies.

G. NON-GOVERNMENT AND VOLUNTEER ORGANIZATIONS

- Coordinate with government agencies to ensure a broad and comprehensive coverage of assistance and relief during emergencies.
- Provide and coordinate relief not provided by government on a complementary and supplementary basis.
- Develop Mutual Aid Agreements and Memorandums of Understanding of duties and areas of responsibilities to be performed during an emergency.

H. CITIZEN INVOLVEMENT

Strong partnerships with citizen groups and organizations provide support for incident management prevention, preparedness, response, recovery, and mitigation. The U.S. Citizen Corps brings these groups together and focuses efforts of individuals through education, training, and volunteer service to help make communities safer, stronger, and better prepared to address the threats of terrorism, crime, public health issues, and disasters of all kinds. Local Citizen Corps Councils implement Citizen Corps programs, which include Community Emergency Response Teams (CERTs), Medical Reserve Corps, Neighborhood Watch, Volunteers in Police Service, and the affiliate programs; provide opportunities for special skills and interests; develop targeted outreach for special-needs groups; and organize special

projects and community events. Citizen Corps Affiliate Programs expand the resources and materials available to States and local communities through partnerships with programs and organizations that offer resources for public education, outreach, and training; represent volunteers interested in helping to make their communities safer; or offer volunteer service opportunities to support first responders, disaster relief activities, and community safety efforts. Other programs unaffiliated with Citizen Corps also provide organized citizen involvement opportunities in support of Federal response to major disasters and events of national significance. One example is the National Animal Health Emergency Response Corps (NAHERC), which helps protect public health by providing a ready reserve of private and State animal health technicians and veterinarians to combat threats to U.S. livestock and poultry in the event of a large outbreak of a foreign animal disease.

The Community Emergency Response Team (CERT) program helps train people to be better prepared to respond to emergency situations in their communities. When emergencies occur, CERT members can give critical support to first responders, provide immediate assistance to victims, and organize spontaneous volunteers at a disaster site. CERT members can also help with non-emergency projects that help improve the safety of the community.

CERT teams remain active in the community before a disaster strikes, sponsoring events such as drills, neighborhood clean up, and disaster education fairs. Trainers offer periodic refresher sessions to CERT members to reinforce the basic training and to keep participants involved and practiced in their skills.

Following a disaster, community members may be on their own for a period of time because of the size of the area affected, lost communications, and impassable roads. The Community Emergency Response Team (CERT) program supports local response capability by training volunteers to organize themselves and spontaneous volunteers at the disaster site, to provide immediate assistance to victims, and to collect disaster intelligence to support responders' efforts when they arrive. In the classroom, participants learn about the hazards they face and ways to prepare for them. CERT members are taught basic organizational skills that they can use to help themselves, their loved ones, and their neighbors until help arrives. The local government or one of its representatives coordinates CERT training in the community. Training consists of 20 hours of instruction on topics that include disaster preparedness, fire safety, disaster medical operations, light search and rescue, team organization, and disaster psychology. Upon completion of the training, participants are encouraged to continue their involvement by participating in training activities and volunteering for projects that support their community's disaster preparedness efforts.

III. METHOD OF OPERATIONS

A. GENERAL

The primary goal of emergency management in Taylor County is to ensure the County's preparation to prevent, respond to, recover from, and mitigate the impact of the many consequences that may be generated by an emergency/disaster situation. To accomplish this goal, Taylor County uses a nearest appropriate responder concept (likely to be a county, municipal, state or nationally available resource) when responding to any threat, event, or disaster. In most situations Taylor County and its municipality will be the first and primary

responders, and will be required to exceed their abilities or deplete their resources before requesting state assistance. Under certain circumstances such as terrorism threats, wild-land fires, hazardous material incidents, public health emergencies or mass migration events, state or federal agencies may have the primary jurisdiction for the overall response effort. However, Taylor County resources will likely provide the first response for all incidents impacting the jurisdictions.

1. Non-Disaster Daily Operations

The Taylor County day to day operations, absent of a declared Local State of Emergency is under the authority of an elected Board of County Commissioners.

The Board of County Commissioners is responsible for the administration of the non-Constitutional, County Departments. The Board, which oversees operations over a county judiciary, is responsible for hiring a County Administrator and an Emergency Management Director.

To ensure that a proactive day-to-day disaster planning process is in place, the following resources have been formed:

a. Local Emergency Planning Council

- The Local Emergency Planning Council (LEPC) prepares regional hazardous materials emergency plans that indicate the facilities that use, produce, or store hazardous substances that are present in the jurisdiction.
- The LEPC serves as the repository for regional reports filed under Title III of the Emergency Planning and Community Right-To-Know Act of 1986 (EPCRA). The LEPC directs regional Title III implementation activities and performs associated outreach functions to increase awareness and understanding of and compliance with the EPCRA program.

b. Local Mitigation Strategy (LMS) Committee:

- The LMS Committee is comprised of government employees, private business leaders and representatives of individual communities to implement a program of education and “brick and mortar” construction to improve and mitigate future damages from disaster events to private and public infrastructure.

c. Regional Domestic Security Task Force:

- Section 943.0312, Florida Statutes, established seven Regional Domestic Security Task Forces (RDSTFs) for the purpose of providing a regional approach to planning, training and policy development to protect communities against the threat of terrorism. Taylor County is a member of RDSTF Region 2. The RDSTF will provide support and assistance to local jurisdictions in the event of a catastrophic incident of any type.

d. County Disaster Committee:

The Taylor County Disaster Committee is comprised of representatives from City, County, State and Federal government agencies, private businesses and volunteer service organizations. Personnel assigned to the committee by agency heads are the individuals who are assigned to the Taylor County EOC during activation.

- The agency Emergency Coordinating Officers (ECOs) serve in a primary or support role in the designated Emergency Support Function (ESF).
- The County Disaster Committee advises specifically on such issues as policies, plans, procedures, training, exercises and public education.
- During times of activation of the County EOC, the team becomes the County Emergency Response Team (County ERT) and assigns personnel to the EOC.
- Each agency provides a primary contact and two alternate contacts to the Emergency Management Director with appropriate contact information.
- These representatives are authorized to make necessary decisions for their agency and as a part of the County ERT serve as an integral part of emergency operations in other capacities (i.e., as members of field operation teams, area command, recon team, incident management team, etc.) and as a part of a Joint Field Office (JFO). Through the ECO, as members of the Disaster Committee, the County ERT serves in an operational and advisory capacity by developing recon and implementing actions for improving the County Emergency Management Program.
- During a response to an emergency/disaster situation, the Director of Emergency Management has been given the authority by the Taylor County Board of County Commissioners to manage the event. During a declared local state of emergency the County ERT is activated and all ECO's become an active part of response and recovery operations. When not activated the County ERT takes on an advisory role on disaster preparedness issues.

2. Emergency Operations

When conditions warrant, the Board of County Commissioners may issue an emergency resolution declaring that an emergency exists, which thereby activates this plan. The authorities of the Board of County Commissioners are found in Chapter 252, Florida Statutes and Taylor County Ordinances 26.

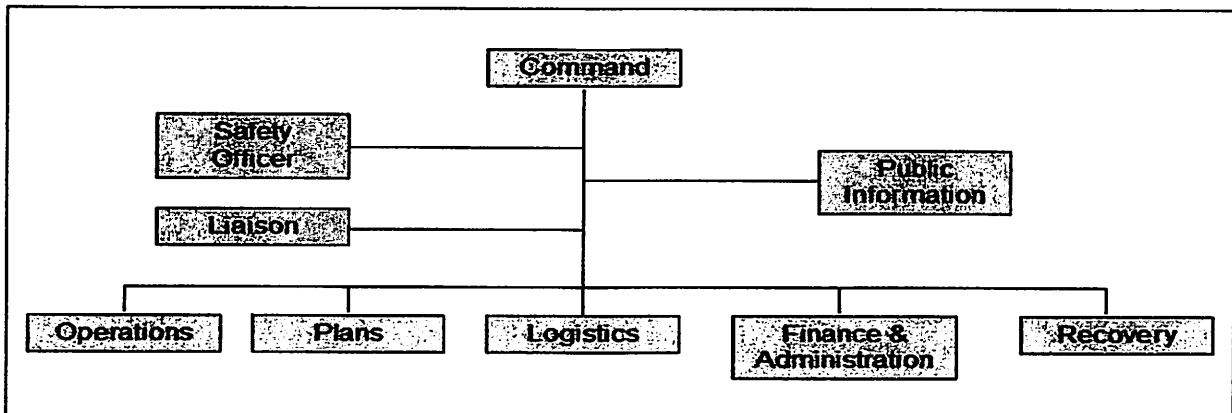
Pursuant to Chapter 252, which authorizes the waiver of procedures and formalities otherwise required of political subdivisions to take whatever prudent action is necessary to ensure the health, safety and welfare of a community in the event of an emergency, when in a quorum of the Board of County Commissioners the Chairperson, or the Vice-Chairperson in their absence, or the County Administrator or their designee in the absence of the Chairperson and Vice-Chairperson, is designated and empowered to declare a local state of emergency whenever that person shall determine that a natural, technological or manmade disaster or emergency has occurred or that the occurrence or threat of one is imminent and requires immediate and expeditious action.

A state of emergency shall be declared by proclamation of the Chairperson of the Board of County Commissioners, or the Vice-Chairperson in their absence or by the County Administrator or their designee in the absence of the Chairperson and Vice-Chairperson. The state of emergency shall continue for seven days and may be extended in seven-day increments as necessary, or until the Chairperson or Vice-Chairperson finds that the threat or danger no longer exists and/or until a meeting of a quorum of the Board of County Commissioners can take place and terminate the state of emergency proclamation.

The following are responsible for the overall coordination of emergency situations threatening the County:

- The Director of the Taylor County Department of Emergency Management

The County's response to and recovery from an emergency and/or pending disaster is carried out through the organizational structure as diagramed below.



a. Response

The organized structure for response to an emergency or disaster is under the leadership of the Board of County Commissioners who appoint the County's Department of Emergency Management to manage the incident. The County ERT operating from the County EOC in Perry supports the Department of Emergency Management. The management structure designated to respond to emergencies/disasters is coordinated by the staff of the Department of Emergency Management.

Notification procedures have been provided to the 24 hour County Warning Point for initial contacts based on the type of event. However, the management structure will remain the same for any type of disaster. Additional notifications are made as requested by the Incident Commander or Emergency Management Director.

Disaster response and recovery agencies identify resources, training needs, or planning activities to the Department of Emergency Management.

The City of Perry participates in the County's Emergency Management Program and has a representative in the County EOC.

The EOC will be activated for actual or potential events that threaten Taylor County. The level of activation will be determined by the Emergency Management Director based on the emergency or disaster event. Standard Operating Guides (SOGs) have been developed and distributed to agencies assigned to the EOC. The SOGs and checklists are updated as necessary by the Department of Emergency Management.

The EOC can be activated by the following:

- Chairman of the Board of County Commissioners
- Director of the Department of Emergency Management
- County Administrator

The EOC is located within the City of Perry. The facility serves as the coordination, command and control center for Taylor County. The EOC is staffed when the need arises. The City of Perry and Taylor County Joint 911 and Dispatch Center serves as the 24 hour County Warning Point for initial notification and warning of emergencies and disasters. An alternate EOC is located at the Perry-Foley Airport facilities in Perry.

The Taylor County EOC utilizes 3 levels of activation:

Level 3 – Monitoring

Level 2 – Partial Activation

Level 1 – Full Activation

The County Emergency Management Director is responsible for overall EOC activities which include:

- Maintaining operational readiness of the Center
- Updating standard operating procedures
- Developing checklists
- Message tracking
- Conducting briefings
- Activating Mutual Aid Agreements
- Coordinating with State and Federal agencies
- Provides liaison activities with the Disaster Field Office and state recovery staff, if applicable.

Taylor County operates under the Emergency Support Function (ESF) concept. Each ESF is contained in this plan and each identifies the lead and support agencies required to carry out the responsibilities of the particular function. The lead and support agencies are responsible for preparing additional operating guides, checklists, staffing patterns or resource requirements needed to complete their assignments. Each agency is responsible for carrying out the task assigned to their agency.

During activation, the EOC provides the core emergency function coordination, communication, resource dispatch and tracking; information collection, analysis and dissemination; multi-agency coordination and joint information coordination. Field Operations will be managed through the Incident Command System (ICS). The ICS that has been implemented in Taylor County utilizes

common terminology; is modular and scalable; incorporates measurable objectives; provides for a manageable span of control; and relies on the Incident Action Plan (IAP) as the principal tool for communicating and carrying out operational objectives in an incident.

Each agency responding will report back to the EOC through their liaison who is the Point of Contact (POC) for each respective agency or organization in either a single or Unified Command Structure.

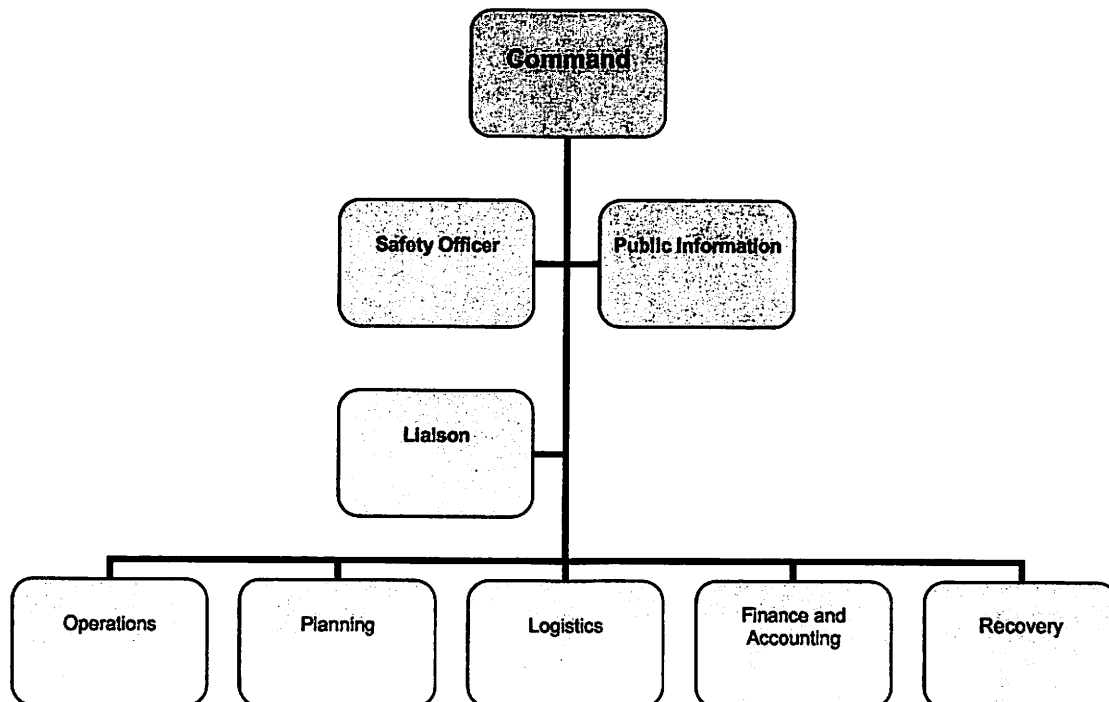
During the response phase and upon declaration of a local state of emergency, the Board of County Commissioners has ultimate authority. The Department of Emergency Management reports directly to the Chairperson along with the following to form the Command Staff.

- Legal Staff
- Public Information Officer
- Liaison Officer
- EOC Safety Officer
- County Administrator

All municipalities, County departments, Constitutional Officers' agencies and other organizations fall under the direction of the lead agency designated in the plan. When capabilities exceed initial, the appropriate ICS positions should be added to match the complexity of the incident. The Director of Emergency Management will coordinate with State, Federal and other outside agencies. Taylor County operates under a **Unified Command (UC)** system, which provides maximum flexibility in responding to a major incident that involves multiple agencies and multiple disciplines from multiple geographic jurisdictions. The exact composition of the Unified Command structure will depend on the location of the incident and level of severity. The EOC ICS has 5 major components under the Command Staff; 1) Operations, 2) Logistics, 3) Planning, 4) Finance/Administrative, and 5) Recovery transition.

COMMAND AND GENERAL STAFF

Figure 1 - Incident Command System



Command Staff

The Command Staff function will be conducted in two ways: 1) as a **Single Command** (used when an incident occurs within a single jurisdiction, and there is no jurisdictional or agency overlap, and a single IC can be designated); or 2) **Unified Command** (used when there are multiple agencies and multiple jurisdictions, and a single set of objectives need to be developed to guide incident management).

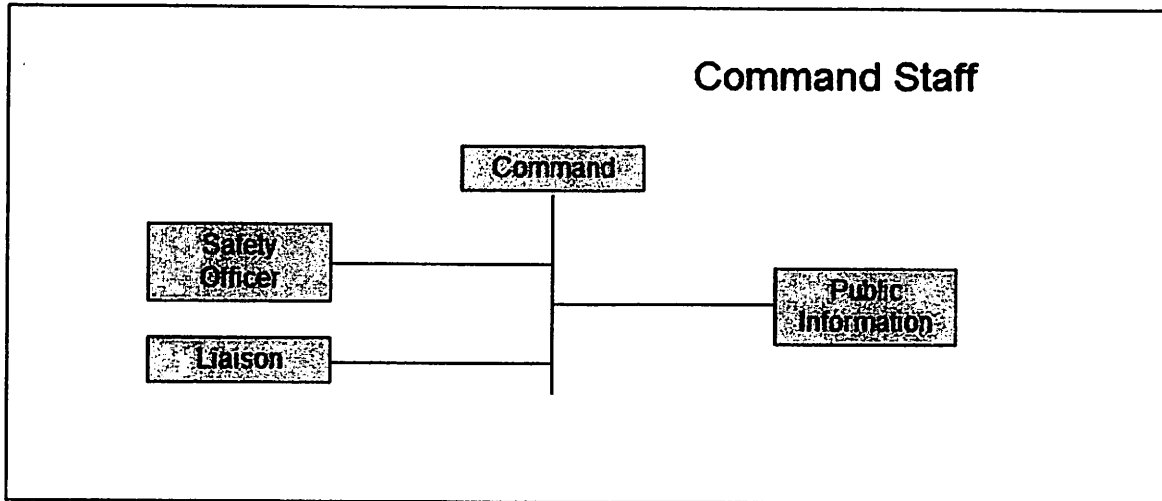


Table below outlines the key roles and responsibilities of the Command Staff.

Command Staff	Roles and Responsibility
Board of County Commissioners	<ul style="list-style-type: none"> • Declares a state of emergency • Approves Mutual Aid Agreements with other agencies • Approves Memorandums of Understanding with resource providers
Taylor County Administrator	<ul style="list-style-type: none"> • Keeps the BCC informed of all actions • Ensures County agencies are providing critical emergency services
Taylor County Director of Emergency Management	<ul style="list-style-type: none"> • Acts as the County ERT Leader/ICS Commander • Directs activation of the CEMP and EOC • In major disasters, directs evacuation • Coordinates re-entry procedures • In a localized disaster, declares a state of special emergency • Activates the CEMP and EOC • Directs opening of shelters for evacuees • Coordinates with all agencies involved in the emergency or disaster • Requests State and Federal assistance as needed • Leads ESF 5 functions

	<ul style="list-style-type: none"> • Coordinates resource requests • Monitors warning systems • Manages <u>documentation of ESF 5</u>
Public Information Officer	<ul style="list-style-type: none"> • Interfaces with the public and media • Develops accurate and complete information on the incident • Coordinates news releases with Public Safety Officer • Maintains close contact with media on public information and other PIOs • Provides space near EOC for media representatives
Safety Officer	<ul style="list-style-type: none"> • Monitors the incident operations and advises the Incident Commander on all matters relating to operational safety
Liaison Officer	<ul style="list-style-type: none"> • Serves as point of contact for representatives from other governmental agencies or private entities
Legal Department	<ul style="list-style-type: none"> • Drafts emergency resolutions and ordinances for Board approval • Provides legal review of all pertinent documents • Provides legal advice for emergency functions pertinent to the County

b. Operations Section:

The Operations Section is responsible for all activities focused on response to the immediate hazard, saving lives, establishing situational control and restoration of normal operations.

The Operations Chief is responsible to the Command Staff (Director of Emergency Management) for the direct management of all incident-related operational activities. The Operations Section Chief will establish tactical objectives for each operational period, with other section chiefs and unit leaders establishing their own supporting objectives.

The Operations Section, shown in Figure 2, is comprised of three branches: Human Services, Infrastructure Support and Emergency Services. The ESFs that are grouped under each of these three branches are also depicted in Figure 2. The tables that follow depict the key agencies (primary and secondary) that have a role under each branch. More detailed information on the specific responsibilities of each agency is contained in each of the ESF annexes.

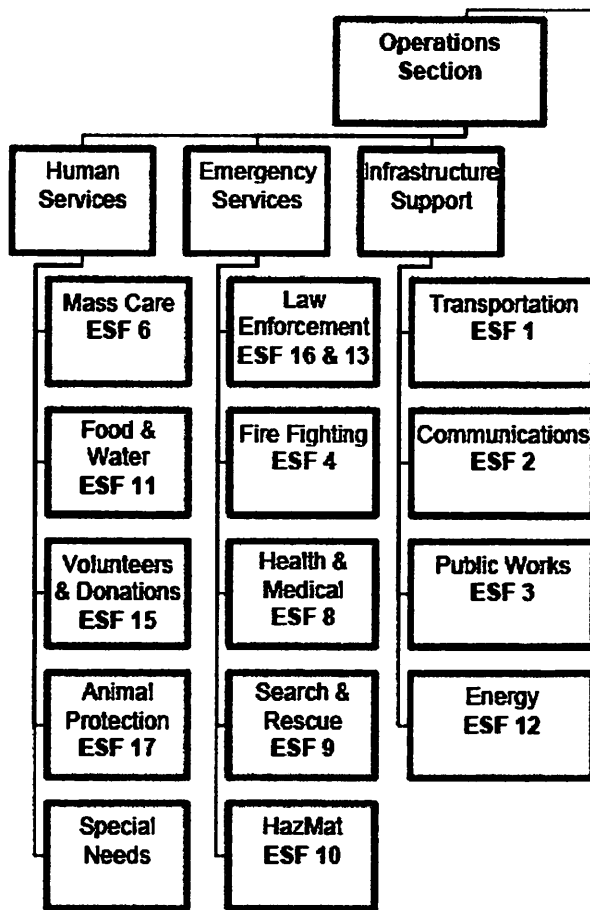


Figure 2 – Operations Section

The Emergency Services ESFs have responsibility for reducing the immediate hazard, saving lives and property, establishing situation control, and restoring normal conditions. Incident operations can be organized and executed in multiple ways, and will depend on the type of incident, agencies involved, and specific objectives and strategies of the incident management effort.

The Table below outlines the key roles and responsibilities of the Emergency Services Branch.

i. Emergency Services

Emergency Services Branch (1)	Roles and Responsibility
Taylor County Sheriff's Department ESF 4, 9, 13, 16	<ul style="list-style-type: none"> • Coordinate Local Law Enforcement Operations • Provide ESF 5 with intelligence on the magnitude of search and rescue missions • Provide security operations for traffic control for firefighting

	<p>efforts</p> <ul style="list-style-type: none"> • Assist in implementing protective actions for the public. • Responsible for coordinating all aspects of search and rescue operations in Taylor County • Coordinate 9-1-1 Emergency Communications • Coordinate Traffic Control and road blocks • Coordinate reentry into the impacted area • Assist in warning the public of safety decisions, i.e. evacuations • Coordinate Security for Mass Care Operations • Provide training to public safety personnel and first responders; public safety communications personnel; operations personnel • Update Sheriff's Office Equipment Inventory
Taylor County Public Works ESF 4, 9, 10	<ul style="list-style-type: none"> • Provide any assistance required by the EM Director or the On-scene Incident Commander for fire suppression. • Provide assistance clearing roads, if necessary • Responsible for providing any assistance required by the EM Director or the on-scene Incident Commander for Hazmat Incidents
Taylor County Mosquito Control ESF 8	<ul style="list-style-type: none"> • Providing control of potential vectors of pathogens such as mosquitoes and rats • Responsible for responding, in coordination with the TPHU, to potential outbreaks of disease in affected areas that are caused by potential vectors such as mosquitoes, rats, and other disease carrying organisms
Taylor County Fire Rescue and Volunteer Fire Departments ESF 4, 9, 10	<ul style="list-style-type: none"> • Develop and maintaining firefighting resources. • Coordinate fire suppression activities • Assist law enforcement agencies in traffic control • Assist in emergency notification and public information dissemination • Assist law enforcement agencies in search and rescue operations • Responsible for assisting in all aspects of SAR operations • Coordinating hazardous materials response • Assist in notification of evacuations • Pre-position resources, as necessary
Taylor County Emergency Medical Services ESF 8 , 9, 10	<ul style="list-style-type: none"> • Responsible for providing emergency medical care to victims of disasters • Responsible for supporting the Taylor County Public Health Unit as needed during all phases of a disaster

<p>Taylor County Public Health Unit ESF 8, 9</p>	<ul style="list-style-type: none"> • Provide health care services during and following a disaster • Provide medical care at shelters • Ensure the safety of food supplies at institutional facilities • Monitor the spread of disease following a disaster. Direct immunizations for disease control • Monitor and assess medical and public health needs and coordinate with ESF 5 • Request health care assistance from State DOH, as needed • Assist in Hazmat incidents to ensure public health issues are covered • Provide environmental health functions • Assist with mortuary services with the medical examiner's office • Monitor and provide warning for vector control • Identify resource requirements; coordinate with ESF 5 • Ensure water is potable, availability of sanitation supplies and solid waste disposal are functional
<p>Doctor's Memorial Hospital ESF 8</p>	<ul style="list-style-type: none"> • Responsible for assisting the TCPHU in meeting local health and medical care needs during and after a disaster • Responsible for assisting the TCPHU in providing care to sheltered populations • Responsible for providing any assistance required by the EM Director or the on-scene Incident Commander for Hazmat Incidents
<p>Taylor County Emergency Management ESF 9, 10, 13,</p>	<ul style="list-style-type: none"> • Coordinate the resources necessary to respond to structure fires, wild fires, or brush fires • Maintain contact with the State Warning Point on issues related to major fires • Responsible for coordinating with the on-scene incident commander during SAR operations to ensure that the EM Department can quickly obtain needed resources from the State EOC • Responsible for coordinating the resources necessary to respond to hazardous materials incidents. • Notify State Warning Point of Hazmat incident, and request assistance, if needed • Request the Florida National Guard from DEM, when warranted for law enforcement/humanitarian missions • Coordinate request for additional law enforcement resources to FDEM, when needed to support emergency services • Assist the Department of Public Health in coordinating the evacuation of special needs residents
<p>Taylor County American Red Cross ESF 6</p>	<ul style="list-style-type: none"> • Responsible for assisting the County with mass care operations in the form of staffing and feeding at shelters and supplying nursing staff at shelters

ii. Human Services

The Human Services Branch groups the Emergency Support Functions that address pre- and post-disaster preparedness, mitigation and operational readiness for social services and animal protection. Specific ESFs include: Mass Care (ESF 6), Food and Water (ESF 11), Volunteers and Donations (ESF 15), and Animal Protection (ESF 17).

The following tables profile the key agencies with a role and responsibility for Human Services.

Human Services Branch	Roles and Responsibility
Taylor County Health Department ESF 6, 8	<ul style="list-style-type: none"> The County Health Department will be notified of bulk (non-bottled) potable water distribution sites for testing, monitoring and treating of all bulk potable water that is being distributed to the public
Taylor County American Red Cross ESF 11	<ul style="list-style-type: none"> Identify local resources for the acquisition of food, potable water and ice and attempt to obtain written agreements. Identify and procure sites for distribution of food, water and ice following a disaster Provide for the transportation of food, water and ice to the distribution sites and maintain a resource list for equipment needed for moving and handling the materials Coordinate with the State to provide emergency food stamp assistance Coordinate with local power companies to restore power to water treatment plants, grocery stores and ice producing companies as a priority, significantly reducing the need for distribution of food, water and ice Educate the public to prepare for disasters and the guidelines for becoming self sufficient for 72 hours following a major disaster Coordinate with the County Health Department for testing and treatment of all potable water distributed
Taylor County Chamber of Commerce ESF 18	<ul style="list-style-type: none"> Serve as the primary link between Emergency Management and the business community, coordinating the flow of information between these two groups Coordinate with the response and recovery agencies that target the business community's most immediate concerns
Taylor County Sheriff's Office ESF 6, 16, 11	<ul style="list-style-type: none"> Provide security for mobile feeding stations should it be deemed necessary, with the assistance of other local law enforcement agencies
Taylor County School Board ESF 1, 6	<ul style="list-style-type: none"> Primary responsibility for transporting special needs clients to the special needs shelter in Tallahassee Responsible for making schools available to the County for shelters, for providing facilities and staff for feeding

	evacuees
Taylor County Emergency Management ESF 6, 11, 15, 17, 18	<ul style="list-style-type: none"> • The Emergency Management (EM) Director, after consulting with the Disaster Services Director of the ARC, is responsible for making the decision to open a shelter in Taylor County • Maintain and update a power restoration list that will include all of the locations identified for use by ESF 11 for procurement, distribution, storage and staging. This will be coordinated with the local electrical power companies in the EOC following the disaster. • Maintain a list of post-disaster, non-essential county employees to be deployed as needed to support the distribution of supplies
Taylor County American Red Cross ESF 6, 15	<ul style="list-style-type: none"> • The Capital Area Chapter of the American Red Cross will serve as the lead agency for mass care operations in Taylor County. • The Capital Area Chapter of the ARC will provide shelter staffing and support with trained local volunteers. • The Capital Area Chapter of the ARC will operate a Regional Joint Volunteer and Donations Center.
Taylor County Office of Purchasing ESF 11	<ul style="list-style-type: none"> • Annually compile a listing of vendors capable of supplying food, water and ice.
Taylor County Volunteer Agencies ESF 6, 11, 15	<ul style="list-style-type: none"> • <i>(ESF 15 designee)</i> should be prepared to accommodate and make efficient use of single groups of volunteers who may visit the community for a brief period to help (e.g., church groups, civic groups). • <i>(ESF 15 designee)</i> will coordinate with resource support in providing volunteer groups with the necessary supplemental local resource information they may need...
Taylor County Animal Control ESF 17	<ul style="list-style-type: none"> • Primary responsibility for the capture of displaced domestic animals following a disaster • Assists displaced or evacuated pet owners with sheltering and relocation of domestic animals
Taylor County Public Works ESF 1, 7	<ul style="list-style-type: none"> • Whenever possible, the County Public Works will assist with transportation of commodities to the relief sites

iii. Infrastructure Branch

The Infrastructure Branch groups the Emergency Support Functions that address pre- and post-disaster preparedness, mitigation and Operational readiness for infrastructure, including: Emergency Transportation (ESF 1), Communications (ESF 2), Public Works (ESF 3), Resource Support (ESF 7), and Energy Continuity (ESF 12).

Infrastructure Branch (1)	Roles and Responsibility
Taylor County School Board ESF 1	<ul style="list-style-type: none"> Primary agency charged with coordinating and facilitating the transportation of special needs and functional needs evacuees to safe shelters
Taylor County Special Needs Coordinator ESF 1	<ul style="list-style-type: none"> Responsible for ensuring that special needs clients are contacted to verify that they have transportation to safe shelters prior to a tropical event
Taylor County Environmental Services ESF 1, 3	<ul style="list-style-type: none"> Taylor County Solid Waste Section is responsible for assisting the Public Works Department in all facets of debris management operations
Taylor County Emergency Management ESF 1, 2, 3, 7, 12	<ul style="list-style-type: none"> Maintain the special needs registry. Collect all necessary contact information for special needs victims for coordination with transportation providers to arrange for pick-up Responsible for assisting the Taylor County Sheriff's Office in maintaining communications capabilities Coordinate with Tri-County Electrical Cooperative and Duke Energy to ensure that power is restored as quickly as possible following a disaster
Taylor County Public Works Department ESF 1, 3	<ul style="list-style-type: none"> Responsible for assisting the Taylor County School Board in evacuating at-risk individuals, if needed Provide drivers of buses to assist in this effort Determine if requests for transportation assistance can be met with local resources Serve as the lead agency for debris management operations and for clearing and collecting debris in the County Provide assistance evacuating members of the general population, if necessary Assist with pre-disaster protective measures, road repair, support of general response and recovery efforts
Taylor County Sheriff's Office ESF 2, 3	<ul style="list-style-type: none"> Provide an effective means for receiving and transmitting information and instructions necessary to coordinate activities during emergency operations Operate the County's 9-1-1 center as well as dispatching for the EMS, fire departments, and local law enforcement agencies
Tri-County Electrical Cooperative/Duke ESF 12	<ul style="list-style-type: none"> Responsible for directing all resources needed for energy restoration in Taylor County Responsible for coordinating with the Taylor County EOC on activities related to continuity of power.
Taylor County Fire & Rescue and Volunteer Fire Departments ESF 3	<ul style="list-style-type: none"> Assist in road clearing duties within each of their respective service areas. Also assist the Taylor Public Works Department in general response and recovery duties as necessary.

iv. Planning

The Planning Section is responsible for collecting, evaluating and disseminating tactical information pertaining to the incident. This section maintains information and intelligence on the current and forecasted situation, as well as the status of resources assigned to the incident.

The Planning section has four branches:

- Intelligence
- Planning
- Technical Services
- Documentation

The Planning Section Chief oversees all incident-related data gathering and analysis regarding incident operations and assigned resources, develops alternatives for tactical operations, conducts planning meetings, and prepares the Incident Action Plan for each operational period.

The Taylor County Planning and Building Department will assist Emergency Management to ensure adequate staffing to address the responsibilities of this function throughout the course of a disaster.

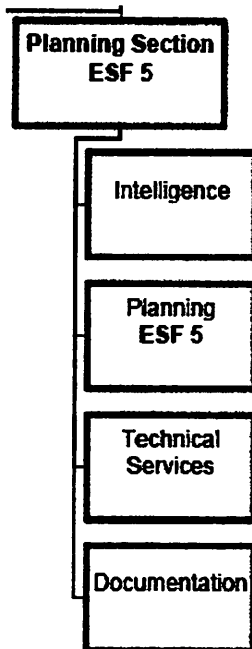


Figure 3 – Planning Section Organizational Chart

v. Logistics

The Logistics Section is responsible for all support requirements needed to facilitate effective and efficient incident management, including ordering resources from off-incident locations. As set forth in the CEMP, the Logistics Section will coordinate the key ESFs that have a significant role in managing logistics and resource support, including: Transportation (ESF 1),

Communications (ESF 2), Information and Planning (ESF 5), Resource Support (ESF 7), Public Health and Medical Services (ESF 9), and Food and Water (ESF 11).

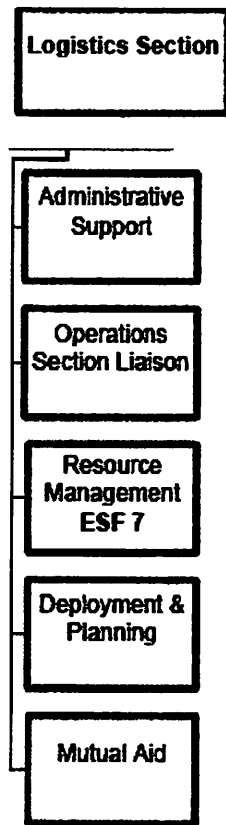


Figure 4 – Logistics Section Organizational Chart

The following table depicts the Logistics Resource Coordination Roles and Responsibilities

Logistics Section	Role and Responsibility
Taylor County ERT Logistics Chief ESF 5	<ul style="list-style-type: none"> Provides intelligence to ESF 5 on requirements for Logistics based on the scope and magnitude of the disaster Manages the Logistics Section, in close coordination with the Command Group at the EOC
Taylor County Planning Department and Building and Zoning Department ESF 5	<ul style="list-style-type: none"> Assist in the collection, processing, and dissemination of information to facilitate emergency response and recovery efforts
Taylor County Emergency Management ESF 5, 7,	<ul style="list-style-type: none"> Responsible for obtaining logistical support for all lead and supporting agencies during all phases of disaster operations Request assistance through the State EOC if

	<p>local resources are not able to adequately address a situation</p> <ul style="list-style-type: none"> • Coordinate the provision of all forms of mutual aid • Provides staff for the Points of Distribution • Establishes and provides operational support for Points of Distribution (PODs) • Coordinate RIAT activity and support requirements with local support agencies and organizations
Taylor County Sheriff's Office ESF 2 ,5	<ul style="list-style-type: none"> • Provide communications logistics support to County ERT • Provide ESF 5 with pertinent intelligence pertaining to situations around the County
Taylor County Clerk of the Court ESF 7	<ul style="list-style-type: none"> • Develops Memorandums of Understanding with vendors for essential items needed before and after a disaster • Provides staff to the EOC to coordinate resource requests • Identifies suppliers for critical resources • Identifies funding for emergency expenditures • Secures resources from private vendors, county agencies, or requests assistance from the State • Maintains records of expenditures
Taylor County School Board ESF 1	<ul style="list-style-type: none"> • Coordinates the transportation assets within the County, to include those of the School Board
Taylor County Public Works Department ESF 3	<ul style="list-style-type: none"> • Assists in evaluating damage to utilities and traffic control systems; roads and bridges, and flood control facilities. • Assist in evaluating damage to water and wastewater systems control facilities. • Assist in evaluating damage to county facilities and transportation resources

vi. Finance/Administration

The Finance/Administration Section is established when there is a need for financial, reimbursement (individual and agency, or department) and/or administrative services to support incident management activities. All contracts including funding agreements can only be executed by the Taylor County Board of County Commissioners. The county administrator can be given signature authority for certain contracts if necessary and approved by the board. EM is funded by EMPG, EMPA, and local match. Additional funding sources are HMGP, RCMP, and CERT grants.

The equipment, personnel, and financial resources of County government may quickly be overtaxed in a disaster. The County Resource and Financial Management Policies and Procedures for Emergency Management, established policies and procedure to implement statutory authorities and responsibilities for financial management related to response activities. This policy ensures that funds are provided expeditiously and that financial operations are conducted in accordance with appropriate policies, regulations, and standards.

The Taylor County Clerk of the Court has the primary responsibility to manage all financial matters, including those of the response, recovery, and mitigation phases of an emergency or declared disaster in Taylor County. The Clerk's Office will provide financial training to the staff of the Emergency Operations Center, recovery personnel, and the mitigation staff. This is based on the need to manage local, state, and federal recovery financial assets in accordance with County and State laws. This will include training on proper documentation of recovery grants, funding agreements, funding sources, records maintenance, and more.

The Clerk's Office will also enter into any funding agreements between the County, the State, or the Federal Government. These agreements will cover the Public Assistance and Hazard Mitigation Grant Programs, as well as any other funding agreements necessary for the receipt of State and federal funds.

The Clerk's Office will provide tracking for all county finances incurred during disasters. The Clerk will follow established common accounting procedures, as described by current local, state and federal laws, rules and regulations.

The Director of Emergency Management will work with the Clerk to ensure that proper procedures are followed regarding record collection for all expenditures for manpower and equipment associated with a disaster.

When it becomes necessary to activate due to an emergency, the Clerk will track all associated costs for county agencies for manpower, equipment, supplies, etc.

Reimbursement may be made to those agencies that supply proper documentation.

Extreme care and attention to detail must be taken throughout the emergency response period to maintain accurate logs, records and file copies of all expenditures (including personnel time sheets) in order to provide clear and reasonable accountability and justification for future reimbursement requests. The city of Perry is responsible for tracking their own costs during emergencies.

The process of record keeping, noted in the above sections, also applies to any mutual aid rendered by the municipality the City of Perry and / or the County, under Mutual Aid. Accurate and complete records for all expenses (including personnel time sheets and detailed description of equipment provided and duration used) will be required in order to seek reimbursement for eligible expenses.

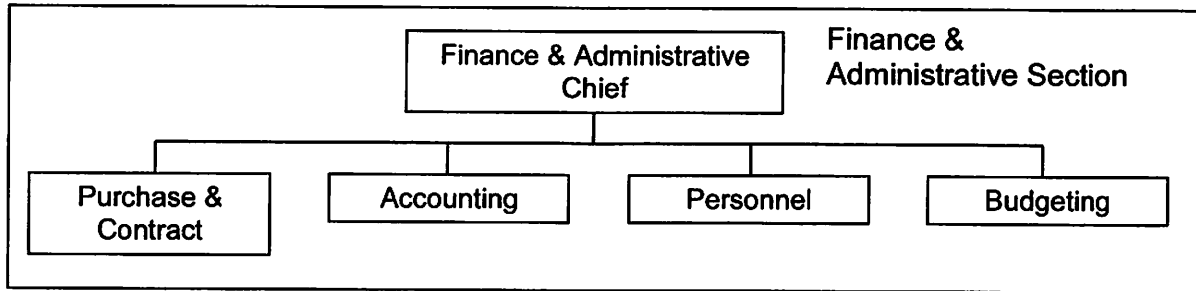


Figure 5 – Finance and Administrative Section Organizational Chart

The following table depicts the key agencies that have a role in Finance and Administration.

Finance/Administration Section	Roles and Responsibility
County ERT Finance/Administration Section Chief ESF 7	<ul style="list-style-type: none"> • Manages and oversees the Finance and Administration Section • Coordinate a training schedule for emergency event financial reporting and records maintenance requirements to coincide with the Emergency Management annual training and exercise schedule
Clerk of the Circuit Court ESF 7	<ul style="list-style-type: none"> • Identifies funding for emergency expenditures • Conduct appropriate procedural training for financial management of records of all expenditures and obligations of manpower to county agencies • Coordinates recovery actions with FEMA to include all financial matters • Provides training to EOC agencies for proper financial management during disasters • Keeps the Board and County Administrator informed of expenditure and reimbursement information, to include expenditures for manpower, equipment and materials • Establish deadlines for submission of appropriate forms and documentation for reimbursement procedures. • Track all associated costs for County agencies for manpower, equipment, supplies, etc.
Taylor County Emergency Management ESF 7	<ul style="list-style-type: none"> • Maintenance of financial records will be the joint responsibility of the Clerk's Office and Emergency Management

c. Recovery

When the County Emergency Operations Center is activated in response to an emergency/disaster, a recovery component is activated as well. The purpose of this component is to initiate activities necessary to ensure a successful recovery effort (e.g., condition monitoring, situation evaluation, damage assessment teams, mitigation assessment teams, deployment of damage assessment teams, Liaisons, and mitigation assessment team).

The transition from response to recovery will be managed by the Department of Emergency Management. Once the initial response operations have been completed, and it is appropriate for recovery activities to commence, the agencies identified as having recovery functions will initiate their activities. In actuality, many of the recovery functions run concurrent with the initial response functions, and are managed by the same agencies. Given that Taylor County agency staff is small, these functions are shared by the same representatives.

(1) Disaster Declaration

Requests for federal disaster assistance will be predicated on the requirements outlined in the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended). After local government conducts the initial damage assessment and reports it to the State Emergency Operations Center, a joint local/State preliminary damage assessment may be scheduled that could include the Federal Emergency Management Agency. This damage assessment validates the local data and is the basis for requesting a Presidential Disaster Declaration. Other federal agencies that may participate in the assessment process include the Small Business Administration. This process is described in 44 CFR, Part 206, Subpart B - The Declaration Process and other federal and State policies and procedures.

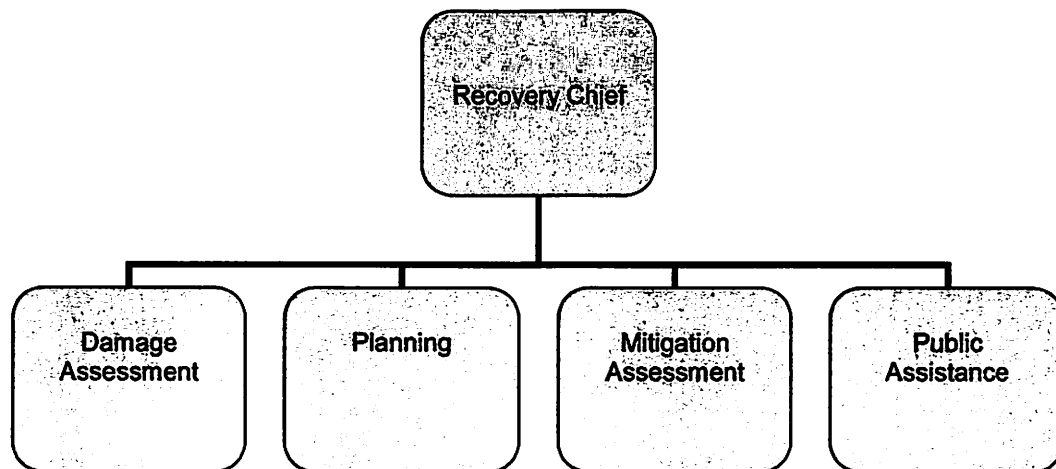


Figure 6 – Recovery Organizational Chart

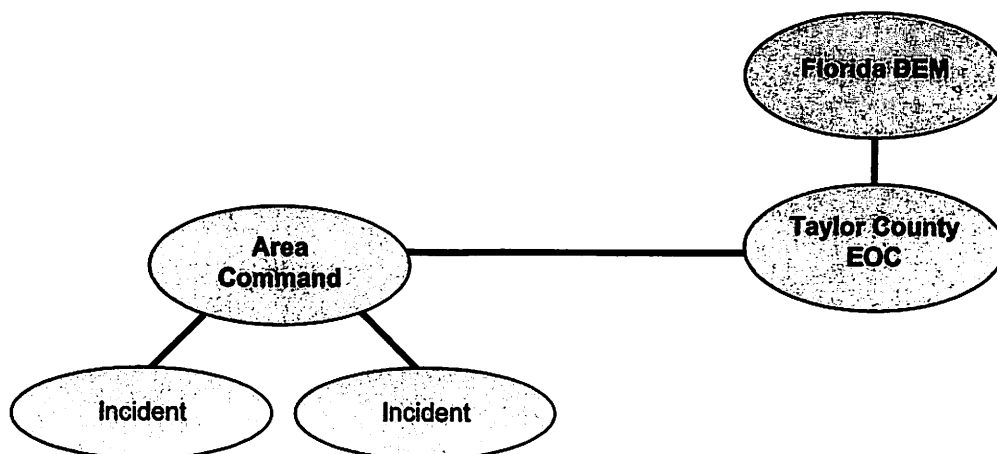
The following table depicts the roles and responsibilities of the Recovery Section.

Recovery	Roles & Responsibilities
Taylor County Emergency Management ESF 18	<ul style="list-style-type: none"> • Coordinate all recovery efforts for Taylor County • Coordinate damage assessment processes • Coordination and establishment of a Disaster Recovery Center for the affected area. • Provide information to the media concerning recovery • Staff the Logistics Section of the ICS. Responsible for resource support and public information • Provide information and planning support for agencies involved in recovery operations. • Responsible for providing, to the extent possible, for the provision of emergency housing • Assist in staffing the Human Needs Section of the ICS to coordinate community relations, addressing unmet needs, and providing emergency housing following a disaster
Taylor County Sheriff's Office ESF 18	<ul style="list-style-type: none"> • Participate on damage assessment teams • Provide security in support of all recovery operations • Providing information and planning support for agencies involved in recovery operations
Taylor County Health Department ESF 18	<ul style="list-style-type: none"> • Monitor health conditions throughout the recovery phase
The Perry-Taylor Chamber of Commerce ESF 18	<ul style="list-style-type: none"> • Responsible for serving as a liaison with the EM Department, recovery agencies and Taylor County's business community
Taylor County Planning and Building Department ESF 18	<ul style="list-style-type: none"> • Participate on damage assessment teams • Assist in providing data for appropriate Project Worksheets • Coordinate all damage assessment for public infrastructure with assistance from local public works agencies • Responsible for coordinating activities associated with the Public Assistance Program following a disaster • Providing information and planning support for agencies involved in recovery operations • Inspect buildings for structural integrity • Issue post-disaster permits, as necessary • Identify additional assistance for the issuance of

	permits via the Florida Statewide Mutual Aid Agreement
Taylor County Public Works Department ESF 18	<ul style="list-style-type: none"> • Lead agency for post-disaster debris management operations, with assistance from Environmental Services.
Capitol Area Chapter of the American Red Cross ESF 18	<ul style="list-style-type: none"> • Staff the Human Needs Section of the ICS to coordinate community relations, addressing unmet needs, and providing emergency housing following a disaster • Responsible for coordinating community relations following a disaster to ensure that critical recovery information is available for the benefit of the entire affected community • Responsible for coordinating activities to address individual and community needs that remain after governmental assistance has been exhausted following a disaster

3. Field Operations

Field Operations will be managed through the Incident Command System (ICS). The ICS that has been implemented in Taylor County utilizes common terminology; is modular and scalable; incorporates measurable objectives; provides for a manageable span of control; and relies on the Incident Action Plan (IAP) as the principal tool for communicating and carrying out operational objectives in an incident. The incident may be controlled by local emergency responders or with other agencies through the mutual aid system. If the resources available at the field response level are not sufficient to mitigate the situation, the Incident Commander may request, through appropriate channels, that the Taylor County Emergency Operations Center (EOC) be activated to support the field operations.



Response to an incident by single discipline agencies (i.e., fire, law enforcement, EMS) will utilize a single Incident Commander within the ICS structure. As the incident progresses to

include multiple jurisdictions and disciplines, a Unified Command will be used to the extent possible, and as deemed necessary.

During a single discipline response to an incident, the first on-scene emergency responder with management responsibilities will take the necessary steps to establish an Incident Command Post (ICP), report a scene size-up, activate the appropriate ICS organizational elements required for incident management, delegate authority within the ICS organizational structure, and develop incident objectives on which subsequent incident action planning will be based.

Once the incident includes multiple agencies and disciplines, Unified Command will be activated to ensure all agencies with jurisdictional authority or functional responsibility for any or all aspects of an incident and those able to provide specific resource support contribute to and participate in the overall incident strategies, objectives, tactical activities and operations, and approval, commitment, and use of assigned resources.

Each agency deploying to the field will report back to the EOC through their liaison who is the Point of Contact (POC) for each respective agency or organization in either a single or Unified Command Structure.

a. Area of Operations

An area of operations will be established by the Incident Commander. This will vary depending on the size and magnitude of the event. Once established, or changes made to an existing area of operations, it will be communicated to all responders.

b. Area Command

An Area Command (AC) will be activated if an incident is not site specific (i.e., pandemic outbreaks), the incident is extremely large and involves multiple ICS organizations, or there are multiple incidents that are being handled by separate ICS organizations. If the incidents are multi-jurisdictional, then a UC will be established within the AC. Therefore, the AC has the responsibility to:

- Set overall incident-related priorities
- Allocate critical resources according to priorities
- Ensure that incidents are properly managed
- Ensure that incident management objectives are met and do not conflict with each other or with agency policy
- Identify critical resource needs and report them to EOCs and/or multi-agency coordination entities
- Ensure that short-term emergency recovery is coordinated to assist in the transition to full recovery operations.

c. Multi-Agency Coordination Center

A key component of NIMS is the development of a multi-agency coordination system that integrates the operations and functions of the EOC and field operations, guided by the principles embedded in the Incident Command System.

The County's incident management responsibility is directed and managed through the Department of Emergency Management. As a multi-agency coordination entity, the Department of Emergency Management will coordinate and manage disaster operations through the EOC to:

- Ensure that each agency involved in incident management activities is providing appropriate situational awareness and resource status information
- Establish priorities between incidents and/or Area Commands in concert with the Incident Command or Unified Command involved.
- Acquire and allocate resources required by incident management personnel in concert with the priorities established by the IC or UC.
- Anticipate and identify future resource requirements.
- Coordinate and resolve policy issues arising from the incident(s).
- Provide strategic coordination as required.

Following an incident, plans, procedures, communications, staffing and other capabilities necessary for improved incident management are coordinated through the Department of Emergency Management.

These tasks are accomplished by the EOC by ensuring the ability to perform four core functions:

- Coordination
- Communications (that are reliable and contain built-in redundancies)
- Resource dispatch and tracking
- Information collection, analysis, and dissemination

4. Joint Information Center

The Joint Information System (JIS) provides the mechanism for integrating public information activities among Joint Information Centers (JIC), across jurisdictions, and with private-sector and non-governmental organizations.

The County has implemented and institutionalized processes, procedures and plans for its JIC and can be referenced in the Annex for Emergency Support Function 14.

When the EOC is activated the County Administrator, acting as the Public Information Officer, may direct the Director of Emergency Management to activate the Joint Information Center (JIC). When the JIC is in operation, it serves as the central point of public information collection and dissemination. The JIC functions as part of the Command in the EOC and will coordinate the release of non-operational information.

Depending on the incident, representatives from each jurisdiction, agency, private sector organization, and non-governmental organization involved in incident management activities will be notified and asked to have their JIC representative respond to the EOC within a reasonable period of time. Communication will be accomplished via the Emergency Alert System, radio,

cable override, television, fax, Internet, telephone or any other means available. When the JIC is activated, the Public Information Officer or his/her designee will notify media outlets that all media inquiries are to be directed to the JIC and that the JIC will be releasing media updates on a routine basis and when noteworthy events take place. Members of the media will not be allowed access to the EOC. Security personnel at the entrance of the EOC building will direct media personnel to the Media Room.

More information on public awareness and education can be found in ESF 14, Public Information. More information on communication plans and protocols can be found in ESF 2, Communications.

B. COORDINATION, DIRECTION AND CONTROL

1. County Level

In case of an emergency/disaster situation Taylor County Emergency Management will coordinate the emergency response effort within the County and its Municipalities.

Emergency Management Authorities direct evacuations, coordinate shelter activation and request outside assistance when necessary. They may also activate Mutual Aid Agreements with neighboring counties and recommend that the Board of County Commissioners declare a local state of emergency and make a formal request for state assistance.

When proactive actions, such as an activation and re-entry are within the boundaries of Taylor County the Director of Emergency Management will initiate such actions. In such, emergency preparation and response activities for an area will be coordinated and administered by the Director of Emergency Management, using county resources with county policies and plans.

The Emergency Management Director, or designee, performs policy-making authority and commitment of county resources at the County EOC as well as routine management and operation of the facility. The EM Director may issue mission assignments to the County Emergency Support Functions to perform duties consistent with county policy. Mission assignments, and mutual aid assistance brokered by the County are tracked in the County EOC.

Coordination of countywide protective actions will occur among all affected risks and host areas and the county EOC under the direction and control of the Director of Emergency Management. In addition, areas not impacted by these events may be requested to provide assistance. Prior to an evacuation and under the direction of the Director of Emergency Management, the County ERT will implement coordination on issues, i.e., lifting of tolls, locking down of draw bridges, deploying and pre-deploying personnel, identifying evacuation routes, ensuring the sufficiency of fuel, address emergency medical issues, and initiate procedures for notification to the public.

The Director of Emergency Management may authorize a field operations response in or near the impacted area. Field operations will be under the direction and control of the Incident Commander located at the County EOC and involves the deployment and staging of personnel and resources in the impacted area. A field operation response will be conducted in accordance with the most current edition of the E.R.T Standard Operating Procedures (SOGs) for field operations.

Initial planning for recovery begins before an emergency event impacts Taylor County. While response actions necessary to protect public health and safety is being implemented, the recovery section within the County EOC begins coordination and implementation of the recovery programs.

In the event county and federal assistance is required, the State Coordinating Officer will interface directly with representatives of the federal, state and county government. If the State Coordinating Officer determines that the span-of-control needs to be broadened, he may designate a Deputy State Coordinating Officer to ensure coordination between Federal and State agency representatives and to anticipate any needs or conflicts in the response or recovery phases as they progress.

In the event a request for disaster assistance comes from the governor of another state, the Governor of the State of Florida may order the mobilization of State and local resources under the Emergency Management Assistance Compact to be deployed to the impacted state. The management and coordination of these resources will be administered through the Operations Section under the direction of the Operations Chief located in the State Emergency Operations Center. The Mutual Aid Branch will be operated in accordance with the most current edition of The State of Florida Logistics Section Standard Operating Procedure for Mutual Aid.

2. Primary and Support agencies in the Emergency Support Functions (ESF)

The Director of Emergency Management designates the primary agencies for each emergency support function to coordinate the activities of that support function. Each agency of an emergency support function has an Emergency Coordination Officer who is appointed annually by the head of the agency serving in an emergency support function. Supporting organizations are listed at the beginning of each ESF Annex to this Plan.

PRIMARY AGENCY LISTING		
ESF #	FUNCTION NAME	LEAD COUNTY ORGANIZATION
1	Transportation	Taylor County School Board and Public Works
2	Communications	Taylor County Sheriff's Office
3	Public Works & Engineering	Taylor County Public Works Department
4	Firefighting	Taylor County Fire Departments
5	Information & Planning	Taylor County Emergency Management
6	Mass Care	American Red Cross
7	Resource Support	Taylor County Emergency Management
8	Health and Medical Support	Taylor Public Health Unit
9	Search & Rescue	Taylor County Sheriff's Office
10	Hazardous Materials Response	Taylor County Fire Departments
11	Food & Water	American Red Cross

12	Energy Continuity	Tri-County Electrical Cooperative
13	Military Support	Taylor County Sheriff's Office
14	Public Information	Taylor County Emergency Management
15	Volunteers & Donations	ESF 15 designee of Taylor County
16	Law Enforcement & Security	Taylor County Sheriff's Office
17	Animal and Agricultural Issues	Taylor County Animal Control
18	Long Term Community Recovery and Mitigation	Taylor County Emergency Management

Figure – Emergency Support Functions

Upon activation of the County Emergency Operations Center, the primary agency for the emergency support functions will send representatives to the County Emergency Operations Center to coordinate activities. The primary agency determines which support agencies are required at the County Emergency Operations Center.

The primary agency for the emergency support functions will be responsible for collecting all information related to the disaster.

3. Intergovernmental Mutual Aid

Mutual Aid Agreements and Memoranda of Understanding are essential components of emergency management planning, response, and recovery activities. These agreements provide reciprocal emergency aid and assistance during an emergency or disaster. They can increase available resources and improve response and recovery efforts. The following is a list of Mutual Aid Agreements that are in effect for Taylor County related to emergency management. These agreements are available for review at the EOC:

- Cities
- Statewide
- Law Enforcement

The Statewide Mutual Aid Agreement allows "Participating Parties" (the Department of Community Affairs and all special districts, educational districts, and other local and regional governments that have signed the Agreement) to request assistance (oral or written) for a major or catastrophic disaster. If a Participating Party has no other Mutual Aid Agreement that covers a minor disaster, it may also invoke assistance under the Statewide Mutual Aid Agreement.

In accordance with Chapter 252, Part III, Florida Statutes, Florida has also adopted the Emergency Management Assistance Compact and Memoranda of Understanding with other states and private organizations. These agreements provide mechanisms to obtain additional resources. Taylor County is a signatory to the Statewide Mutual Aid Agreement (SMAA) and all requests for assistance, or response to requests for assistance, will be coordinated through this agreement. Florida Statute provides the County the authority to use any equipment or facility while under a local state of emergency (F.S. 252.38(3)(a)(5)(g)).

In making a resource request, Taylor County Emergency Management (EM) will complete the resource request form, fax it to the Florida Division of Emergency Management and notify the County Liaison Desk of the request by telephone. When the State Emergency Operations Center is activated Emergency Management will also utilize the "EM Constellation Program."

All mutual aid requests will be coordinated through the Florida Division of Emergency Management. The Taylor County Department of Emergency Management will verify the request by first calling the County Liaison Desk, then contacting the appropriate agency or organization known to have such resources to inquire as to resource availability. If available, the County will gather the necessary information as identified on the resource request form (contact persons; phone, fax and cell phone numbers; location to report to and a map; detailed list of the resources requested; estimated length of stay; food and lodging arrangements; billing; and type of work to be performed). The resource request form will be signed by the authorized persons before resources are committed via fax.

In accordance with Sections 252.35, 252.37, and 252.60, Florida Statutes, the Department of Community Affairs and all county jurisdictions of the State are authorized to participate in cooperative relationships to accept services, equipment, supplies, materials, or funds for emergency management efforts. The Department of Community Affairs may assign the right to accept such services, equipment, supplies, materials, or funds to any appropriate local governing body or agency.

4. Communication

The County Warning Point (CWP) – The Taylor County Sheriff's Department serves as the County Warning Point and is operated by the Sheriff's Dispatch, a 24 hour communication center. The County Warning Point provides the County with a single point to disseminate information and warnings to government officials that a hazardous situation could threaten the general welfare, health and safety, and/or property of the County's population.

- The CWP is equipped with auxiliary power.
- The CWP is equipped with multiple communication networks. Taylor County Warning Point Communication/Warning System is composed of:

- **Landline Telephone**

Landline telephone systems are the primary means of communication during emergencies in Taylor County. Fairpoint Communications is responsible for maintaining and repairing the telephone system in Taylor County.

- **Cellular phones**

Verizon, Sprint, AT&T, and T-Mobile are the cellular phone companies with coverage areas in Taylor County.

- **VHF and 800 MHz Radio**

Taylor County has VHF and 800 MHz radio systems used by emergency response agencies and other essential local agencies.

- **Emergency Satellite Communications**

EMNET is a statewide satellite communications system with the ability to transmit voice, high-speed data, facsimile, and video communications throughout the network. The Florida Division of Emergency Management maintains EMNET.

- The primary communication system for CWP is landline telephone. Taylor County primary communications vendor is Fairpoint Communications.
- The CWP has Standard Operating Guides (SOGs) to notify and warn officials and the general public of emergency and disaster events that occur in Taylor County. In addition, these guides also identify actions to be taken based on types of incidents. Notification list for agencies and individuals are maintained by the CWP. Notification of the State Warning Point (SWP) is included in these guides. The Director of Emergency Management or the on-call Emergency Management staff person will initiate any further notification.
- Developing or existing emergency conditions which should be reported to the County Warning Point include those that have or may result in multiple loss of life, environmental or property damage, or evacuation of a populated area, and whether or not State or federal resources are needed to support local emergency response efforts.
- The Emergency Satellite Communications System – a back-up dedicated voice and data system that links the State Warning Point with each County Warning Point, the seven National Weather Service offices, the Emergency Alert System, Local Primary Stations, the three fixed nuclear facilities, the South Florida Water Management District, and the Department of Military Affairs. Portable units may be utilized to support an Incident Management Team, Area Command, and/or Joint Field Office, and other field communications requirements. This alternate system is used to transmit, receive, and coordinate emergency information. The system is tested weekly to ensure operational readiness.
- Emergency Coordinating Officers (ECOs) and Emergency Operation Center representatives are kept informed of potential events by the Director of Emergency Management. The following methods will be used to notify;
 - Fax
 - E-mail
 - Telephone
 - Text message
- Warnings are accomplished in various ways depending on the persons that need to be warned and the time available. The Director of Emergency Management or the Incident Commander can initiate warnings and notification procedures. The following list identifies warning methods during an event. Any or all may be used in the event that area residents may not have electrical service for an extended period.

- Activation of the Emergency Alert System (EAS)
 - Information statements released to the local media
 - Public address systems of public safety vehicles
 - Door-to-door contacts
 - Dialogic Phone Messaging System
 - Activation of the cable over-ride system
 - Outdoor warning sirens
 - Volunteer radio groups
 - Outdoor informational signage
 - 211-Big Bend Information
- Specific warning zones are identified by the type of incident. Many have been pre-identified such as vulnerable areas around hazardous material locations or areas subject to storm surge and/or flooding.
 - Persons in the threatened areas with special needs are notified by all of the methods outlined above.
 - Local hotels, motels, Chambers of Commerce and the Tourist Information Center will assist in notification of tourists visiting the area. Most of the other warning systems previously listed would likely reach some visitors to the County.
 - The County Warning Point is responsible for network control and conducts daily tests to ensure operational readiness.

5. State Level

When an emergency or disaster has occurred or is imminent, the Governor may issue an Executive Order proclaiming the existence of a State of Emergency or activate the emergency response, recovery and mitigation aspects of State, local and inter-jurisdictional disaster plans.

At the State level, the State Coordinating Officer, or designee performs policy-making authority and commitment of State resources at the State Emergency Operations Center. The State Emergency Response Team Chief is responsible for the provision of State assistance, as well as routine management and operation of the State Emergency Operations Center. The State Emergency Response Team Chief may issue mission assignments to the State emergency support functions to perform duties consistent with State policy. Mission assignments, and mutual aid assistance brokered by the State, are tracked in the State Emergency Operations Center.

Coordination of regional and multi-regional protective actions will occur among all affected risk and host counties, other states, and the State Emergency Operations Center under the direction and control of the State Emergency Response Team Chief. In addition, counties that are not impacted by an emergency/disaster situation may be directed by the State Coordinating Officer to activate their emergency operating centers to provide emergency assistance.

Regional and/or multi-regional evacuations are in accordance to the most current version of the State of Florida Regional Evacuation Procedure. Prior to a regional evacuation and under the direction of the State Emergency Response Team Chief, the State Emergency Response Team will implement coordination with the affected counties, the State guidelines for the lifting of tolls on State toll facilities per the Florida Department of Transportation, Office of Toll Operations,

Emergency Response Plan for Hurricanes and Other Emergencies; as well as the locking down of drawbridges, deploying and pre-deploying personnel, determining regional evacuation routes; ensuring the sufficiency of reasonably priced fuel, and addressing any emergency medical issues per the State of Florida Regional Evacuation Procedure (June, 2004). Governor's Intergovernmental Relations Team is used to provide a specific link for elected officials during a disaster. The Intergovernmental Relations Team represents legislative and intergovernmental affairs staff capable of providing outreach and handling requests from local elected officials. The Team provides information for elected officials to better communicate with and represent their constituents.

During activation of the State Emergency Operations Center, the Team provides up-to-date information on the situation and is also equipped to provide information on various grant programs and funding sources available to affected areas in the aftermath of disaster.

The Governor's Intergovernmental Relations Team will coordinate with the State Coordinating Officer to ensure that consistent and timely information is shared with local elected, State legislative, and United States Congressional officials. Each state agency will designate staff; typically those assigned legislative Inter-governmental coordination duties, to support the Team.

In the event federal assistance is required, the State Coordinating Officer will interface directly with representatives of the federal government. If the State Coordinating Officer determines that the span-of-control needs to be broadened, he may designate a Deputy State Coordinating Officer to ensure coordination between federal and State agency representatives and to anticipate any needs or conflicts in the response or recovery phases as they progress.

In the event a request for disaster assistance comes from the governor of another state, the Governor of the State of Florida may order the mobilization of State resources under the Emergency Management Assistance Compact to be deployed to the impacted state. The management and coordination of these resources will be administered through the Operations Section under the direction of the Operations Chief located in the State Emergency Operations Center. The Mutual Aid Branch will be operated in accordance with the most current edition of The State of Florida Logistics Section Standard Operating Procedure for Mutual Aid.

The State Coordinating Officer may authorize a field operations response in or near the impacted area. Field operations will be under the direction and control of the State Emergency Response Team Chief located at the State Emergency Operations Center and involves the deployment and staging of personnel and resources in the impacted area. A field operations response will be conducted in accordance with the most current edition of The State of Florida's Emergency Response Team Standard Operating Procedure for Field Operations.

Initial planning for recovery begins before an emergency event impacts Florida. While local governments are implementing response actions necessary to protect public health and safety, the Recovery Manager assigned to the State Emergency Operations Center begins coordination and implementation of recovery programs.

6. Federal Level

Through the National Response Framework (NRF), the federal government provides assistance by establishing a single, comprehensive framework for the management of domestic incidents. The NRF provides the structure and mechanisms for the coordination of federal support.

Through the NRF, federal emergency support functions will establish direct liaison with Florida's emergency support function representatives in the State Emergency Operations Center. The six state-unique emergency support functions (ESF 13-18) will establish liaison with members of the Federal Emergency Response Team assigned federal coordination responsibility for that function.

If the disaster is major or catastrophic, the Division of Emergency Management will contact the Federal Emergency Management Agency, Region IV and request a Federal Liaison and/or alert them that the Governor may submit a formal request for federal assistance.

If the President authorizes federal assistance, a Primary Federal Official (PFO) will represent the Secretary of the U.S. Department of Homeland Security and/or a Federal Coordinating Officer. The Federal Coordinating Officer is authorized to use the full authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended to reimburse response and recovery claims against the Disaster Relief Fund. Additionally, the Stafford Act provides funding to assist communities in mitigating the impact of future events.

To help ensure State/Federal coordination, the Federal Emergency Management Agency, Region IV, Regional Response Plan, contains an Annex on Florida's emergency management system. This Annex outlines Florida's Comprehensive Emergency Management Plan and unique operational activities the State implements when responding to disasters.

7. Joint Field Office

The emergency recovery process is initiated when the President of the United States issues a Major Presidential Disaster Declaration. Such a declaration makes available a series of federal disaster assistance programs to aid the State in its recovery from a disaster situation. The basis for the declaration is the determination by the President that the disaster is of such severity and magnitude that response is beyond State and local capabilities. The field recovery operation will be conducted in accordance with the most current edition of the State of Florida Recovery Plan.

Once a field office has been established in Taylor County, the Department of Emergency Management will provide the proper liaisons to the appropriate field office operations.

The organizational structure for recovery is under the leadership of the State Coordinating Officer. Once a federal disaster declaration has been issued, the State Coordinating Officer consults with a Federal Coordinating Officer. In addition, a Governor's Authorized Representative (GAR) is designated in the Federal Emergency Management Agency-State Agreement and is responsible for compliance with that Agreement. The Governor's Authorized Representative, like the State Coordinating Officer, is normally the Director of the State Division of Emergency Management.

During a recovery operation, the State Coordinating Officer usually appoints a Deputy State Coordinating Officer who represents him/her at the Joint Field Office. The Deputy State Coordinating Officer is responsible for the establishment and management of State operations in the Joint Field Office and coordination between State and federal programs. Under the Deputy State Coordinating Officer, there are two positions: a Deputy Recovery Manager and an External Affairs Officer. Under the Deputy Recovery Manager are five (5) functional officers: a State Mitigation Officer, a Human Service Officer, a Public Assistance Officer, Finance and

Logistics Officer, and an Administrative Support Officer. Under the State Mitigation Officer is a National Flood Insurance Program Coordinator.

C. PREVENTION

1. Goals

To avoid an incident, intervene, or stop an incident from occurring. Prevention involves actions taken to protect lives and property.

2. Objectives

- Implement the National Incident Management System and National Response Framework (NRF)
- Expand Regional Collaboration
- Implement the Interim National Infrastructure Protection Plan
- Strengthen Information Sharing and Collaboration capabilities
- Strengthen Interoperable Communications capabilities
- Strengthen CBRNE Detection, Response, and Decontamination capabilities
- Strengthen Medical Surge and Mass Prophylaxis capabilities

D. PREPAREDNESS

1. Goals

Help ensure a timely and effective response to, recover from and mitigation of the impacts and consequences associated with an emergency/disaster situation.

2. Objectives

To accomplish the above stated goal, the following preparedness objectives will be followed in Taylor County:

a. Administer Grant programs for operational support and training activities

- Emergency Management Preparedness Assistance Trust Fund (EMPATF)
- Emergency Management Performance Grant (EMPG)
- Hazardous Materials
- Catastrophic Insurance Fund (CAT Fund)
- Hazard Mitigation
- Emergency Operations Center (EOC) Funding

b. Capability Assessment Objectives

- To conduct capability assessments on the County Emergency Management programs and how it has incorporated the National Incident Management System (NIMS).
- To implement a public education and information campaign to help instill a “Culture of Preparedness” in Taylor County. The “Culture of Preparedness” campaign will significantly enhance the government and the citizens of Taylor County’s ability to prepare for disasters, respond quickly to the aftermath of the event, recover from the damages and impacts to the economy, and mitigate future threats to public safety, health and infrastructure.
- Special Needs Documentation process.

c. Resource management objectives

- To build on the mutual aid programs and ensure all municipal governments, Independent Special Districts and institutions of higher learning (Universities & Community Colleges) are participants.
- To build on the County’s assistance capabilities under the Emergency Management Assistance Compact.
- To continue efforts to enhance the County’s ability to establish and maintain Logistic Staging Areas (LSA) within 24 hours.

d. Shelter Deficit Objectives

- To continue efforts to reduce, and ultimately eliminate, the County’s deficit of “safe” hurricane shelter spaces through an effective Shelter Deficit Reduction Strategy.
- To continue efforts to reduce hurricane shelter demand through an effective public information campaign, that uses all forms of media, to educate the general public on when to and when not to evacuate.
- To initiate efforts to install power generators for special needs shelters.

e. Evacuation Objectives

- To continue efforts to develop and refine strategies for evacuation during major emergency/disaster events for both immediate and anticipated evacuation scenarios.
- Continue efforts to enhance the statewide strategy for multi-regional evacuations, i.e. REVA, reverse lane concept, evacuation studies.

f. Public Alert and Notification Procedures

- To continue efforts to enhance the County's communication and warning systems.
- To continue efforts to enhance the County's Emergency Alert System (EAS) used to provide instantaneous emergency information to the public if needed.

3. Plan Development and Maintenance

i. Plan Development

Section (252) Florida Statutes, State Emergency Management Act grants to the Board of County Commissioners under the leadership of the Director of Emergency Management the overall authority of responsibilities for Emergency Management response planning, plan development and coordination with municipalities, other counties, state and federal organizations in the development of Emergency plans for the Taylor County.

In Taylor County, the 2007 CEMP was updated from the 2005 version. The support and primary agencies identified in the Taylor County CEMP and supporting Annexes were contacted with requests for any updated information or policy/procedural changes needing to be made in the 2007 CEMP update. This information was collected and included in the update. The draft plan was distributed to the same agencies for comments and edits. As they were received, the CEMP was adjusted accordingly. The general public and the business and industry sectors are always welcome to provide input into the plan update process. The Taylor County CEMP is a dynamic plan, in that as any changes or additions are needed, they are included in the Plan. The Plan is submitted to the Board of County Commissioners for approval when significant changes are made to the CEMP.

The County CEMP is developed with the assistance and input from the following groups serving in advisory capacity.

- Local Mitigation Strategy (LMS) Committee
- Local Emergency Planning Council (LEPC) for Hazardous Materials
- Regional Domestic Security Task Force (RDSTF)
- Disaster Committee/County Emergency Response Team (CERT)

The above mentioned groups have been established as advisory bodies to coordinate with Emergency Management functions to prevent and prepare for, respond to, recover from and mitigate the impacts of hazards that could affect the County. Relative to the process for the development of the CEMP, the advisory bodies advise specifically on such actions as policies, plans, procedures, training, exercises and public education.

The preparation and revision of the basic plan and hazard specific Annexes will be the responsibility of the Taylor County Department of Emergency Management with the assistance and involvement of all applicable entities. The preparation and revision of the appendices are the responsibility of the primary agency with the assistance and involvement of Department of Emergency Management and the designated support agencies. The Emergency Management will establish a format and content guidance that must be followed in the revision process and coordinate and incorporate revisions to the appendices.

ii. Plan Maintenance

The Emergency Management Department will maintain the Taylor County CEMP and update the plan every two years as of 2006. However, the Plan may be updated as often as needed during any year. Examination and review will be conducted annually and will reflect changes in implementing procedures, improved emergency preparation capabilities, and deficiencies identified from corrective action. The Department of Emergency Management will revise the plan by underlying new information and striking through old information. Whenever a change is made, the date of the change will be inserted at the top right section of the page changes. Once the plan has been approved in accordance with the Board of County Commission all underlined and strike through changes from the previous year will be removed and the date of the plans approval inserted at the top right section of each page.

The primary and support agencies/organizations of each emergency support function will be responsible for preparing and maintaining operating procedures necessary for the implementation of all responsibilities assigned in the Plan. These procedures will be prepared following guidance issued by the Florida Division of Emergency Management. The Florida Division of Emergency Management will provide for publication and distribution of the Plan that will be made available through the Division of Emergency Management web page at www.floridadisaster.org.

iii. Other Plans

In addition to the County CEMP the following plans have been developed and are maintained pursuant to state and federal requirements. In addition they have been incorporated in the CEMP annexes:

- Hazardous Materials
- Local Mitigation Strategy (LMS)
- Special Needs
- COOP/COG
- Terrorism
- Other

4. Public Information

Before an emergency or disaster occurs, public information is critical for the public to make the necessary protective actions. The County's public information program focuses on how to better communicate emergency information to the public before, during, and after a disaster. Particular attention will be given to strategies that enhance awareness of the evacuation process, road conditions, shelter status and re-entry issues, and how to communicate information to people during evacuation.

- The EM Director or his designee will serve as the public information officer (PIO), and serve as the agency responsible for gathering and analyzing information about the disaster.
- The PIO will be responsible for collecting information, preparing releases for the media, and responding to requests for information and interviews.

- The EM Department has prepared pre-scripted news releases that can easily be edited to include disaster specific information.
- Taylor County has a website that provides updates on emergency conditions as well as assistance with disaster planning and recommended actions. Social Media – Taylor County implemented Facebook and Twitter in 2014 to increase our public outreach.
- The EM Department send mass emergency and public information messages notifications through the Alert Florida system. In 2016, Taylor County entered into an MOU with the Florida Division of Emergency Management to utilize Alert Florida and the Everbridge notification system. The Alert Taylor system notifies the public via phone, text and email of any emergency situation or public information. The county provides a portal on the Taylor County Website for registration to Alert Taylor.
<https://member.everbridge.net/index/453003085614562#/login>
- The Taylor EOC will serve as the Citizen Information Center (CIC). Emergency Management staff, including the PIO, will respond to citizen's inquiries.
- The Taylor County EM Department, through the PIO, will serve as the primary resource for providing disaster-related preparedness, response, recovery, or mitigation information to the public.
- The PIO will send disaster updates to the following agencies and individuals: local fire departments, law enforcement agencies, and EMS agencies; County agencies; the School Board; municipal agencies; nursing homes; transportation providers; utility companies; private businesses; and the State Warning Point.
- Following a disaster, the public will be informed that they can contact the Taylor County EOC to receive information about disaster recovery and mitigation assistance.
- Setting up a rumor control facility to deal with direct public contacts. Rumors can be as dangerous as the emergency itself. They must be addressed adequately for the operations to proceed effectively. Rumor control information (number and type of calls) provides the PIO a basis for the type of information that must be made available to the public through the media. Rumor control procedures are included in the PIO SOPs.
- Notification to these individuals will take place through mass media public information releases (radio and television), in addition to personal contact by the appropriate law enforcement agency, if necessary.
- The PIO will include maps of evacuation zones and routes as part of the public information program, as outlined in ESF 1.

5. Training and Exercise

All training related to emergency management is coordinated by the Emergency Management Director. Emergency Management offers training to all agencies (County, City and others) on preparedness, response, recovery, mitigation, hazardous materials, debris management, terrorism and other issues. The training offered is conducted through the Florida Department of Community Affairs, Division of Emergency Management training section, American Red Cross,

the Local Emergency Planning Committees, Fire Department, the Taylor County Sheriff's Office and any other organization offering training. The Taylor County Department of Emergency Management provides the notice of training being offered to local response agencies.

Multi-Year Training and Exercise Plan (MYTEP) – Sub-Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit no later than June 1st. Exercises are planned 3 years in advance, but may change as funding and conditions change.

Taylor County continues to implement a training and exercise program, consistent with NIMS, for incident management organizations and personnel. Elements of the program include:

- Multi-disciplinary and multi-jurisdictional interaction, including involvement with private-sector and non-governmental organizations, during realistic exercises.
- Standard courses on incident command and management, incident management structure, and operational coordination processes and systems.
- Courses focused on discipline and agency-specific subject matter expertise.

The County further requires courses for all incident management organizations and personnel to ensure NIMS compliance at all levels of response. The following courses are required:

- IS 700 – National Incident Management System (NIMS), An Introduction
- IS 800 – National Response Plan (NRP), An Introduction
- ICS 100 Series – Incident Command Systems, An Introduction
- ICS 200 Series – Incident Command System, Basic
- ICS 300 Series -
- ICS 400 Series

Exercises are a key component in improving all-hazards incident management capabilities. The Department of Emergency Management participates on an ongoing basis in a range of exercises, including multi-disciplinary and multi-jurisdictional exercises that are designed to improve integration and interoperability.

After each exercise, the lead agency performing the exercise will conduct an evaluation of the effectiveness of the exercise. This information will be incorporated into future plan revisions and updates by the Taylor County Department of Emergency Management.

The Homeland Security Exercise Evaluation Program will be used for developing, delivering and evaluating Department of Homeland Security/Office of Domestic Preparedness funded exercises.

Among the key exercises that Taylor County participates in are:

- Annual Statewide Hurricane Exercise
- Red Cross Annual Hurricane Exercise
- Severe Weather Annual Exercise

6. Evacuation

The vulnerability of Taylor County and the overall vulnerability of the State of Florida to disasters and emergencies, i.e. hurricanes, floods, wild land fires and acts of terrorism is a constant reminder of the gravity of planning for the safety of a growing population and millions more tourist each year. Because of this threat, the importance of providing timely and well-coordinated evacuation and sheltering efforts remains critical. To meet the threat, the County participates in the States regional evacuation process that focuses on evacuation and sheltering as a statewide initiative.

Regional Evacuation Procedures (REVAC) - The State of Florida, in concert with local emergency management, law enforcement, sheltering organizations, public information offices, and adjacent states, implements Regional Evacuation Procedures (REVAC) throughout the State. REVAC procedures integrate the operations of all the above organizations into one plan that manages the decision-making, implementation, and conduct of evacuations for entire regions. The REVAC includes the following policies:

- The Governor will direct all major evacuations through the State Emergency Operations Center
- Evacuation maps are included in water bills in the beaches area to notify the public of evacuation routes. These maps are also found on the Taylor County Board of County Commissioners website at: http://taylorcountym.com/index.cfm?go=evacuation_map
- All counties will activate their emergency operations centers to support major evacuations when directed to do so by the State Coordinating Officer
- All counties will open and operate host shelters as directed by the State Coordinating Officer
- All counties that open host shelters will be covered under the Governor's Executive Order declaring a State of Emergency and will be included in all requests for Federal Emergency Declaration or Major Presidential Disaster Declaration assistance

The regional evacuation process will be used by state and county government organizations to manage and coordinate any multi-county and/or regional evacuation in response to any hazard which would necessitate such actions, including the implementation of State guidelines for lifting tolls on State toll facilities pursuant to the Florida Department of Transportation, Office of Toll Operations, Emergency Response Plan for Hurricanes and Other Emergencies; as well as the locking down of drawbridges, deploying and pre-deploying personnel, implementing the Regional Evacuation Law Enforcement Staffing Plan, designating host counties for sheltering, ensuring the sufficiency of reasonably priced fuel, and addressing any emergency medical issues in accordance with the most current versions of the State of Florida Regional Evacuation Procedure.

One-Way Evacuation – Based on deliberations from a Task Force convened by the Governor after Hurricane Floyd in 1999, the Florida Highway Patrol, in concert with the Florida Department of Transportation, developed traffic management, staffing and resource plans for designated reverse-lane routes as specified below:

- Interstate 10 (east bound) - Pensacola to Tallahassee

- Interstate 10 (west bound) - Jacksonville to Tallahassee
- Interstate 4 (east bound) - Tampa to Orange County Line
- Interstate 75 (north bound) - Charlotte County to I-275
- Florida's Turnpike (north bound) – Ft. Pierce to Orlando
- State Road 528 (west bound) – SR 520 to SR 417
- Interstate 75 (Alligator Alley) (east and west bound) - Coast to Coast

7. Sheltering

The County continues to make progress toward eliminating deficits of public shelters by coordinating with the Florida Department of Community Affairs who is responsible for preparing a "Statewide Emergency Shelter Plan" to guide local planning and provide consultative assistance with the construction of educational facilities to provide public shelter space. The purpose of this Plan is to meet the statutory responsibility outlined in State law. The Plan is prepared and submitted for approval on a biennial basis and, once approved by the Governor and Cabinet, will determine which Regional Planning Council (RPC) regions and counties will need to construct new school facilities that must comply with the public shelter design criteria.

At last reporting, 2010, five (5) RPC regions have a surplus of hurricane shelter space (West Florida/Region 1, Apalachee/Region 2, East Central Florida/Region 6, Treasure Coast/Region 10 and South Florida/Region 11). Based upon currently available information, surpluses will continue in these regions through 2015. All other regions have hurricane shelter space deficits, and per section 1013.372(1), Florida Statutes, their district school boards, community colleges and universities are required to construct all new educational facilities in compliance with the public shelter design criteria.

The Department of Community Affairs must also monitor the status of the statewide inventory of Special Needs Shelters (SpNS). Historically, SpNS have been included in total population hurricane shelter demand estimates, hurricane shelter capacities and surplus/deficit results.

In order to meet the special needs of persons who would need assistance during evacuations and sheltering because of physical, mental, cognitive impairment, or sensory disabilities, Taylor County Emergency Management maintains a registry of those persons with special needs that are located within the county. The registration is accessed by visiting the Taylor County Emergency Management website and clicking on the Special Needs link. Individuals may also receive a printed registration form from the Emergency Management Office that EM staff will add to the registration site. The registration identifies those persons in need of assistance and plans for resource allocation to meet those identified needs. Emergency Management provides printed forms to the special needs services that administer care to those clients. A secure registry of those persons is maintained by EM and is updated yearly, per Section 252.355, F.S. The registration gives persons with special needs the option of preauthorizing emergency response personnel to enter their homes during search and rescue operations if necessary to assure their safety and welfare following disasters.

The Division of Emergency Management has statutory responsibility and authority to administer a statewide program to eliminate the deficit of "safe" hurricane shelter space. To ensure consistency with State and national standards, guidelines and "best practices," the Division has recognized Standards for Hurricane Evacuation Shelter Selection (ARC 4496) as the minimum hurricane shelter survey and evaluation criteria. Therefore, at a minimum, meeting ARC 4496

criteria is a required condition for a public facility to be described as “safe,” suitable, or appropriate for use as a public hurricane shelter.

E. RESPONSE

1. Goals

Taylor County must be prepared to respond to developing events quickly and effectively on a 24-hour basis. The primary goal of the County's response operation is to ensure a timely and effective response to the potential consequences that may be generated by an emergency/disaster situation. When an event or potential event is first detected, a series of actions will take place to ensure an effective and efficient response operation.

2. Response Objectives

When an emergency/disaster event is detected or is imminent, the 72 hours before and after the event constitutes the critical timeline that defines an effective response operation. To ensure the effectiveness of the County's response, the following operational objectives may be initiated along a critical timeline in 24-hour intervals to ensure a successful response operation:

a. 72 hours to 48 hours Before Event Impact

- A functional 24-hour County Warning Point that can alert and notify all appropriate county staff and state, local, and/or federal officials of an emergency/disaster situation.
- A request, by the Emergency Management Director, that the Board of County Commissioners issue an Executive Order proclaiming a Local State of Emergency and/or activate the County Comprehensive Emergency Management Plan. The Executive Order process may necessitate evaluating the need to draft future Executive Orders.
- Activation of a public information system to ensure the appropriate media releases, live media broadcasts, and activation of the Emergency Information Line.
- Activation and operational readiness of the Emergency Operations Center. The EOC is activated fully (Level I) or partially (Level II) depending on the event and may be activated, by the Director of the Department of Emergency Management, before the Board of County Commission issues an Executive Order.
- Activation of an event monitoring and reporting process, i.e., technical data, Situation, Flash, and Chronology of Events reports, weather tracking, etc.
- A process to assess the availability of sufficient technical staff to support the ESF 5 Information and Planning Section.

b. 48 hours to 24 hours Before Event Impact

- Activation of a protective actions planning process to develop Incident Action Plans to guide response operations.
- Activation of the process to determine the need to request a federal emergency declaration.
- Activation of a process to ensure the deployment of the appropriate technical liaisons in the impact area (i.e., hurricanes, forest fires, terrorist events, repatriation, etc).
- The activation of a communication system that will effectively deploy necessary communication systems, initiate EAS alert, and initiate amateur radio operations at the EOC.
- The activation, if necessary, of the Intergovernmental Relations Team to ensure that timely information is being shared with local elected, State Legislative, and United States Congressional officials (State Coordinating Officer/SERT Chief).The activation of an information briefing process to brief the Governor and other appropriate officials on the status of the situation.
- The activation of a conference call process to share information between the appropriate State, county, multi-state, and federal agencies and organizations to address protective action measures.
- The activation of an effective and efficient EMAC/mutual aid process to augment local, State, and federal resources.
- The activation of a process to monitor protective action measures taken by the counties such as evacuation and sheltering.
- The activation of an efficient and effective field operations response process.
- The activation of an effective and efficient Impact Assessment process to determine disaster impact to infrastructure, emergency services, human needs, etc.

c. 24 hours to Event Impact

- The activation, if applicable, of an "Impact-Area Tour" process for the Governor and other appropriate State, Local, and federal officials.
- The activation of a process to assist local governments with Re-entry activities.
- The activation of the process, if applicable, to request a federal Presidential Disaster Declaration.

d. Event Impact to +72 Hours After

- Initiate process to re-establish communications and determine disaster impact (i.e., life threatening conditions, debris clearance, transportation, security) with impacted areas.

- The activation of the Preliminary Damage Assessment process with local, State, and federal officials.

3. County Emergency Operations Center

The County Emergency Operations Center (EOC) is the facility that is used to coordinate a County response to any major emergency or disaster situation. It is located at 591 E. US Highway 27, Perry, FL 32347. The facility serves as the coordination, command and control center for Taylor County during a disaster. The Security and maintenance of the County Emergency Operations Center facilities will be carried out in accordance with the provisions of the most current version of the County Emergency Management Plan. In the event, the County Emergency Operations Center in Perry is threatened, an alternate County Emergency Operations Center may be activated as designated in the Alternate State Emergency Operations Center procedures. At this time the backup facility for the EOC is located at the Perry/Foley Airport, 511 Industrial Drive, Perry, FL 32348.

The EOC will be activated for actual or potential events that threaten Taylor County. The level of activation will be determined by the Emergency Management Director based on the emergency or disaster event. Standard Operating Guides (SOG) have been developed and distributed to agencies assigned to the EOC. The SOG's and checklist are updated as necessary by the Emergency Management Department.

The following are the levels of activation utilized in the County Emergency Operations Center:

Level III - Monitoring Activation - Level III is typically a "monitoring" phase. Notification will be made to those agencies and Emergency Support functions that would need to act as part of their everyday responsibilities. The County Emergency Operations Center will be staffed with County Warning Point Communicators and Department of Emergency Management personnel.

Level II - Partial Activation of the County Emergency Response Team - This is limited agency activation. All primary Emergency Support Functions are notified. The Department of Emergency Management personnel and the necessary Emergency Support Functions will staff the County Emergency Operations Center.

Level I - Full Scale Activation of the State Emergency Response Team - This is a full-scale activation with 24 hour staffing of the County Emergency Operations Center. All primary and support agencies under the County plan are notified.

4. Field Operations

During or following the impact of a natural or man-made disaster, the State may need to initiate a field operation response. The initiation of a field operations response is necessary in order to manage and coordinate the deployment of State personnel, resources, and field operations facilities to the impacted area to help meet the needs of disaster victims. County field operations will be initiated according to the State of Florida State Emergency Response Team Standard Operating Procedures for Field Operations. This will address, at a minimum, the management, coordination, and deployment of the following Field Operation teams and facilities:

a. Personnel/Teams

- Area Command
- Area Coordinators
- State Emergency Response Team Liaisons
- Florida National Guard Liaison Officers (LNO)
- Recon
- Public Assistance Liaison
- Florida National Guard WWD Civil Support Team
- Florida National Guard Computer Emergency Response Team
- Community Response Teams (CRT)
- Temporary Disaster
- Housing Coordinators
- Damage Assessment Teams (PDA)

b. Field Operations Facilities

- Alternate State Emergency Operations Center
- Joint-Field Office (JFO)
- Emergency Operating Facility (EOF), Nuclear Power Plants
- Base Camps
- Repatriation Processing Center (RPC)
- Joint Information Center (JIC)
- Logistical Staging Areas (LSA)
- Comfort Stations
- Community Assistance Center
- Points of Distribution (POD)
- Disaster Recovery Centers

IV. FINANCIAL MANAGEMENT

The equipment, personnel, and financial resources of County government may quickly be overtaxed in a disaster. The County Resource and Financial Management Policies and Procedures for Emergency Management, establishes policies and procedure to implement statutory authorities and responsibilities for financial management related to response activities. This policy ensures that funds are provided expeditiously and that financial operations are conducted in accordance with appropriate policies, regulations, and standards.

V. CONTINUITY OF OPERATIONS

As required by Florida Statutes, select Taylor County government agencies are required to develop and implement Continuity of Operations Plans (COOP) to ensure that a viable capability exists to continue essential functions of government services. This capability has been developed to address a broad range of potential

emergencies. Planning and training efforts for COOP is closely coordinated with the CEMP through the Department of Emergency Management.

The chief officer/department head/manager of each individual agency is responsible for the preservation of vital records essential for ensuring the continuity of government (COG).

VI. REFERENCES AND AUTHORITIES

The following references and authorities may be consulted for further advice and guidance. Other than those references and authorities that have the inherent force and effect of law, this Plan is not intended to incorporate them by reference.

Relationship to Other Plans

In addition to the County CEMP the following plans have been developed and are maintained pursuant to state and federal requirements. In addition they have been incorporated in the CEMP annexes:

- Hazardous Materials
- Local Mitigation Strategy (LMS)
- Special Needs
- COOP/COG
- Terrorism
- Other

Specific Plans are:

- Municipal Emergency Operations Plan (EOP)
- Municipal Debris Management Plan
- State Comprehensive Emergency Management Plan (CEMP)
- State Hazard Mitigation Plan
- National Response Plan
- Natural Oil and Hazardous Materials Pollution Contingency Plan.
- Nuclear Regulation 0654/FEMA-REP-1, which provides federal guidance for development and review of Radiological Emergency Management Plans for Nuclear Power Plants.
- "Interagency Radiological Assistance Plan" (Interim), U.S. Department of Energy, Region III.

- The Federal Bureau of Investigation's Concept of Operations for Weapons of Mass Destruction.
- The Federal Radiological Emergency Response Plan.
- National Response Plan Terrorism Incident Annex.
- National Response Plan Terrorism Incident Overview.
- Chemical/Biological Incident Contingency Plan (Federal Bureau Investigation, Unclassified).
- Nuclear Incident Contingency Plan (Federal Bureau Investigation, Unclassified).
- Health and Medical Services Support Plan for the Federal Response to Acts of Chemical/Biological Terrorism (Department of Health and Human Services).
- National Emergency Repatriation Plan, as revised February 1986.
- Joint Plan for Noncombatant Repatriation, August 1999.
- Mass Immigration "Operation Vigilant Sentry," February 2005

Incident Specific Coordinating Procedures

Florida Coastal Pollutant Spill Contingency Plan

- The Florida Coastal Pollutant Spill Contingency Plan was prepared and developed in compliance with Section 376.07(2) (e), Florida Statutes, the Pollutant Discharge Prevention and Removal Act. This plan is activated in case of an oil spill of any magnitude in State coastal waters.
- Oil spill response plans have been drafted on the State level in response to the Clean Water Act of 1977, formerly the Federal Water Pollution Control Act of 1972. The 1972 legislation established the National Oil and Hazardous Materials Pollution Contingency Plan as the basis for providing a federal response to major pollutant spills.
- The Florida Department of Environmental Protection is responsible for maintenance of the Florida Coastal Pollutant Spill Contingency Plan. The plan describes response efforts and the responsibilities of State agencies in case of an oil spill. All coordination will be done through the State Emergency Operations Center. As more support is required for Environmental Protection, the State Emergency Operations Center will be activated to mobilize additional State resources.

Florida Electrical Emergency Contingency Plan

- Electricity is a vital part of Florida's infrastructure. It is critical for the existing and growing residential population, for commerce and industry, and for tourism. Florida's

electric utilities coordinate planning and operations to ensure adequacy and reliability of the electric system long-term and project that it will be adequate.

Authorities:

County:

- Taylor County Code of Ordinances Chapter 26 – Emergency Services

Under Florida Statutes, Chapter 252.38 (1), Taylor County responsibilities are to:

- Safeguard the life and property of all citizens
- Maintain the Emergency Management Department
- Appoint an emergency management director, who shall coordinate the activities, services and programs for emergency management and maintain liaison with the FDEM and other local emergency management agencies
- Perform emergency management functions within the county as well as outside the county as needed
- Serve as liaison for and coordinator of the City of Perry's request for state and federal assistance during post disaster emergency operations.
- Appropriate and expend funds as necessary to fulfill responsibilities
- Establish one or more EOCs
- Make available all county resources for emergency operations
- Declare a local state of emergency for up to seven (7) days, extendible in seven (7) day increments
- Invoke mutual aid agreements using FDEM as liaison

Additional State Statutes:

- Chapter 14, Florida Statutes, Governor
- Chapter 22, Florida Statutes, Emergency Continuity of Government
- Chapter 23, Part 1, Florida Statutes, The Florida Mutual Aid Act
- Chapter 125, Florida Statutes, County Government
- Chapter 154, Florida Statutes, Public Health Facilities
- Chapter 161, Florida Statutes, Beach and Shore Preservation

- Chapter 162, Florida Statutes, County or Municipal Code Enforcement
- Chapter 163, Florida Statutes, Intergovernmental Programs; Part I, Miscellaneous Programs
- Chapter 166, Florida Statutes, Municipalities
- Chapter 187, Florida Statutes, State Comprehensive Plan
- Chapter 215, Florida Statutes, Financial Matters
- Chapter 216, Florida Statutes, Planning and Budgeting
- Chapter 235, Florida Statutes, Educational Facilities
- Chapter 245, Florida Statutes, Disposition of Dead Bodies
- Chapter 250, Florida Statutes, Military Affairs
- Chapter 252, Florida Statutes, Emergency Management
- Chapter 284, Florida Statutes, State Risk Management and Safety Programs
- Chapter 287, Florida Statutes, Procurement of Personal Property and Services
- Chapter 376, Florida Statutes, Pollutant Discharge Prevention and Removal
- Chapter 377, Florida Statutes, Energy Resources
- Chapter 380, Florida Statutes, Land and Water Management
- Chapter 388, Florida Statutes, Public Health
- Chapter 401, Florida Statutes, Medical Telecommunications and Transportation
- Chapter 403, Florida Statutes, Environmental Control
- Chapter 404, Florida Statutes, Radiation
- Chapter 553, Florida Statutes, Building Construction Standards
- Chapter 581, Florida Statutes, Plant Industry
- Chapter 590, Florida Statutes, Forest Protection
- Chapter 633, Florida Statutes, Fire Prevention and Control
- Chapter 870, Florida Statutes, Riots, Affrays, Routs, and Unlawful Assemblies.
- Chapter 943, Florida Statutes, Domestic Security

- Florida Department of Community Affairs Rule, Chapters 9G-2, 6, 11, 14, 19, 20 and 21, Florida Administrative Code.
- Florida Department of Community Affairs Rule, Chapters 9J-2 and 9J-5, Florida Administrative Code.

Florida Administrative Code:

- Rule 9G-2, State of Florida CEMP Criteria
- Rule 9G-6, Review of Local Emergency Management Plans
- Rule 9G-11, Funding Formula for Emergency Management Assistance Funds
- Rule 9G-12, Contract Procedures for Funding of Radiological Emergency Response Plans
- Rule 9G-14, Hazardous Materials
- Rule 9G-19, Base Funding for County Emergency Management Agencies

Federal:

- 44 CFR Parts 59-76, National Flood Insurance Program and related programs.
- 44 CFR Part 13 (The Common Rule), Uniform Administrative Requirements for Grants and Cooperative Agreements.
- 44 CFR Part 206, Federal Disaster Assistance for Disasters Declared after November 23, 1988.
- 44 CFR Part 10, Environmental Considerations.
- 44 CFR Part 14, Audits of State and Local Governments.
- 44 CFR 350 of the Code of Federal Regulations.
- 50 CFR, Title 10 of the Code of Federal Regulations.
- Public Law 107-296, 116 Stat. 2135 (2002) (codified predominantly at 6 U.S.C. 101-557 and in other scattered sections of the U.S.C.), ESTABLISHED THE Department of Homeland Security with the mandate and legal authority to protect the American people from the continuing threat of terrorism.
- Public Law 93-288, as amended, 42 U.S.C. 5121, et seq., the Robert T. Stafford Disaster Relief and Emergency Assistance Act, which provides authority for response and recovery assistance under the Federal Response Plan, which empowers the President to direct any federal agency to utilize its authorities and resources in support of State and local assistance efforts.

- Public Law 106-390, Disaster Mitigation Act of 2000, to amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act to authorize a program for pre-disaster mitigation, to streamline the administration of disaster relief, to control the Federal costs of disaster assistance, and for other purposes.
- 16 U.S.C. 3501, et seq, Coastal Barrier Resources Act.
- Public Law 93-234, Flood Disaster Protection Act of 1973, as amended by the Flood Insurance Reform Act of 1994, 42 U.S.C. 4001, et seq, provides insurance coverage for all types of buildings.
- Public Law 99-499, Superfund Amendments and Re-authorization Act of 1986, Part III, the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001, et seq, which governs hazardous materials planning and community right-to-know.
- Public Law 101-615, Hazardous Materials Transportation Uniform Safety Act (HMTUSA), which provides funding to improve capability to respond to hazardous materials incidents.
- Public Law 95-510, 42 U.S.C. 9601, et seq, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, which requires facilities to notify authorities of accidental releases of hazardous materials.
- Public Law 101-549, Clean Air Act Amendments of 1990, which provide for reductions in hazardous air pollutants and risk management planning requirements.
- Public Law 85-256, Price-Anderson Act, 42 U.S.C. 2210, which provides for a system of compensating the public for harm caused by a nuclear accident.
- Public Law 84-99, 33 U.S.C. 701n, Flood Emergencies, authorizing an emergency fund for flood emergency preparation, flood fighting and rescue operations, and repair and restoration of flood control works threatened or destroyed by flood.
- Public Law 91-671, Food Stamp Act of 1964, in conjunction with Section 412 of the Stafford Act, relating to food stamp distributions after a major disaster.
- Public Law 89-665, 16 U.S.C. 470, et seq, National Historic Preservation Act, relating to the preservation of historic resources damaged as a result of disasters.
- Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11331-11352, Federal Emergency Management Food and Shelter Program.
- National Flood Insurance Act of 1968, 42 U.S.C. 4101, et seq, as amended by the National Flood Insurance Reform Act of 1994 (Title V of Public Law 103-325).
- Regal Community Development and Regulatory Improvement Act of 1994.
- Public Law 833-703, an amendment to the Atomic Energy Act of 1954.

Memorandums of Understanding and Agreements:

- Florida and Federal Emergency Management Agency Region IV, 1993.
- Statewide Mutual Aid Agreement (July 31, 2000 as Amended by modification #1, October, 1994).
- Florida and the American Red Cross, 1992.
- Florida and the Air Force Rescue Coordination Center (Inland Search and Rescue), as amended, 1995.
- Division of Emergency Management and the Civil Air Patrol (Search and Rescue, Transport).
- Division of Emergency Management and Florida Power Corporation; Division of Emergency Management and Florida Power and Light Company; and Division of Emergency Management and Southern Nuclear Operating Company (Radiological Emergency Response Planning and Operations) Annual Agreements.
- Memorandum of Agreement between the Federal Emergency Management Agency, the State of Florida, and the City of Miami for Urban Search and Rescue, October 5, 1993.
- Building Officials Association of Florida and Division of Emergency Management, October 1994.
- National Weather Service and Division of Emergency Management, September 1994.
- Statement of Understanding between the Administration on Aging and the American National Red Cross (ARC), ARC 5067, June 1995.
- Statement of Understanding between the Salvation Army and the American Red Cross, August 1994.
- Statement of Understanding between the Volunteer Organizations Active in Disaster Agencies and other volunteer agencies.
- Statement of Understanding between the Federal Emergency Management Agency and the American Red Cross, January 1982.
- Memorandum of Understanding between the Centers for Disease Control, the United States Public Health Service of the Department of Health and Human Services, and the American Red Cross, December 1988.
- State of Florida Agreement between the American Red Cross and the Department of Health for use of the United States Department Agriculture donated foods, September 1989.

- Memorandum of Understanding with the American Veterinary Medical Association Emergency Preparedness and Response Guide.
- Memorandum of Understanding with the State of North Carolina for Medivac Assistance for Monroe County.
- Southern Mutual Radiological Assistance Plan, Southern States Emergency Response Council.
- Memorandum of Understanding Between Strategic Metropolitan Assistance and Recovery Teams and the Florida Division of Emergency Management, February 14, 1997.
- Interstate Agreement during a Hurricane Threat or Other Events Florida Division of Emergency Management and Georgia Emergency Management Agency.

ATTACHMENTS

ANNEX I – Recovery Functions
ANNEX II – Mitigation Functions
ANNEX III – Hazard Analysis
ESF Annexes
SOG's

Table of Contents

ANNEX I: RECOVERY FUNCTIONS

	Page
I. INTRODUCTION	2
II. GENERAL	2
III. RECOVERY FUNCTIONS	3
A. Damage Assessment Functions	3
B. Disaster Recovery Centers (DRC)	6
C. Infrastructure / Public Assistance	9
D. Debris Management	10
E. Community Relations	10
F. Unmet Needs Coordination	13
G. Emergency Housing	14

ANNEX I: RECOVERY FUNCTIONS

I. INTRODUCTION

Following a disaster many critical post-disaster concerns will have to be addressed. Resolution of these issues will require a coordinated local, state and federal effort. This section of the local plan should outline the process for assessing the need for and administration of state and federal disaster assistance.

This annex to the CEMP provides the framework for managing resources to allow the county to return to normal as soon as possible. The county's focus during recovery is to address life safety concerns, assess property and infrastructure damage, assure Continuity of Government, provide access to disaster areas by relief agencies, facilitate debris removal and ensure proper reconstruction of damaged structures.

II. GENERAL

- A. Disaster recovery is the primary responsibility of the Taylor County Emergency Management Department, which will be responsible for coordinating recovery operations from the county EOC.
- B. Taylor County Emergency Management will coordinate recovery operations with the City of Perry.
- C. It is important to note that the rural nature of the county does not provide for a large number of agencies to assist in recovery.
- D. Due to this fact a large number of responsibilities will need to be accomplished by a relatively few number of individuals. In order to support extensive, prolonged recovery operations, the county will require additional resources from the state and federal government.
- E. The EM Director or designee will serve as liaison with the Joint Operations Center, the Disaster Field Office and recovery personnel from Florida Division of Emergency Management and FEMA assigned to assist the county during its recovery efforts.
- F. Taylor County has identified the following entities which have support roles and will be involved in recovery.
 - o SERT Liaison – Pre-deployed recovery personnel that conduct initial coordination with local emergency management to assist in the deployment of all State recovery teams.

- Community Response Team – A team that is deployed to disseminate information and collect data to assist disaster-affected communities and eligible individuals in receiving assistance. The primary function of this team is to identify and report unmet human needs and to inform disaster victims of the disaster assistance programs and registration process.
- Unmet Needs Committee – A committee that helps identify unmet needs and possible assistance. Such committees are comprised of volunteer agencies, private sector representatives, and governmental agencies, and faith based organizations.
- Damage and Mitigation Assessment Team – A team deployed to conduct, with local governments, assessments for public and private non-profit entities and individual homes and businesses. The assessment quantifies the extent of the damage and is used to justify federal assistance.
- To identify recovery needs and preparation of the citizens, business community, county and municipal governments.

III. RECOVERY FUNCTIONS

A. Damage Assessment Functions

Damage assessments include those actions that are undertaken to determine the nature and scope of damages to structures, facilities and infrastructure for the purpose of identifying and scaling the need for State and Federal disaster assistance in the recovery phase. Damage assessment will be closely coordinated with ESF 5, which has the lead for impact assessment and incident action planning during the response phase.

The Taylor County Planning and Building Department is the lead for the County's Damage Assessment Program. Responsibilities include: recruitment and training of team members and the overall management of damage assessment priorities in coordination with ESF 5.

The County is using a Geographic Information System (GIS) to assist the damage assessment teams with details of property information, infrastructure and mapping. The Property Appraiser's Office will assist in providing estimates of loss and economic impact. The Chamber of Commerce and the insurance industry will provide information on losses to businesses.

The County will conduct an initial damage assessment using County resources to determine the overall extent of damages. The resources of the local fire departments, law enforcement agencies, and public works agencies will be used. This information will be collected by the Department of Emergency Management, and provided to the Command Staff of Taylor County, and to the Florida Division of Emergency Management, using IDA and PDA field sheets as approved by FDEM. The county has developed and will issue Preliminary Damage Assessment field guides for aid in identifying damage severity and to determine assistance criteria. This data is then communicated to the state via EM Constellation and the FDEM Regional Director. If the situation warrants, a formal Preliminary Damage Assessment will be performed by local, State, and Federal assessors.

To obtain State and/or Federal disaster assistance, the County will conduct a preliminary damage assessment, providing estimates to the State Division of Emergency Management. This will include assessments for both public and individual damages. If State or Federal damage assessment teams respond to the County, local representatives will accompany these teams during their assessments. These individuals will be familiar with damaged areas and will supply maps needed to complete the damage assessment process. The State Division of Emergency Management will then coordinate with the Federal Emergency Management Agency to determine if the County qualifies for public and/or individual assistance.

If the County qualifies, the State will initially notify all nonprofit agencies and local governments of the Applicant's Briefing. After the briefing, each applicant files a notice of interest and will coordinate directly with State and Federal staff. Shortly thereafter, the State and the Federal Emergency Management Agency will schedule and conduct a "Kick Off" meeting. The Kick Off meeting educates local applicants concerning the Public Assistance Program. Each potential applicant will be required to attend the Kick Off meeting. They will be contacted by the Department of Emergency Management. Regarding Individual Assistance, the Department of Emergency Management will coordinate with the liaisons from the American Red Cross, municipalities, and State and Federal staff to open Disaster Recovery Centers, advertise their locations and provide services. The administration of State and Federal assistance is the responsibility of the organization accepting the disaster assistance.

The City of Perry is responsible for all corresponding inspections, damage assessments and other disaster response and recovery functions and activities for their jurisdictional area and the County would include the City of Perry in its response and recovery activities due to their limited resources. There are no other Municipalities within the County and the City of Perry will coordinate final reporting to the State through the County EOC. The Emergency Management Director or designee will communicate directly with the City Manager and City department heads to coordinate recovery efforts and to determine their needs. The City of Perry department heads have participated in Disaster Committee meetings and have pledged to have representatives at the EOC in specific support functions during recovery, thereby ensuring open and situational awareness.

Additional damage assessment functions are maintained in the appropriate Taylor County SOPs and Annexes. This includes the identification of roles and responsibilities, training, assessment criteria, reporting formats and process for both initial and preliminary damage assessments.

1. Disaster Declaration

Following a major or catastrophic disaster in which an emergency or major disaster declaration is granted by the President, federal assistance to disaster victims becomes available under three program areas: Individual Assistance, Public Assistance, and Hazard Mitigation. The administration of these programs is coordinated through a joint Federal/State effort in a Joint Field Office, which is usually located in the impacted area. The organizational structure to address State recovery and mitigation activities is given in Section IV.A.3 (Emergency Operations (Recovery) of this Plan.

The Joint Field Office is the primary field location for the coordination of Federal and State short and long-term recovery operations. There are short term decisions such as where to locate displaced households and how to remove and dispose of debris. There are also long term

decisions such as how to finance reconstruction, where to allow rebuilding, and how to revitalize the local economy. The Federal Coordinating Officer and the State Coordinating Officer will co-locate in the Joint Field Office, as well as other Federal and State essential personnel. Recovery and mitigation operations, logistics, information and planning, financial management and general administration are coordinated at the Joint Field Office. The Area Command operational control will transition to the Joint Field Office at a time determined by the State Coordinating Officer.

<i>Short Term Recovery</i>	
<ul style="list-style-type: none"> • Impact area security • Temporary shelter/housing • Infrastructure restoration • Debris management 	<ul style="list-style-type: none"> • Emergency demolition • Repair permitting • Donations management • Disaster assistance
<i>Long Term Reconstruction</i>	
<ul style="list-style-type: none"> • Hazard source control and area protection • Land use practices • Building construction practices • Public health/mental health recovery • Economic development 	<ul style="list-style-type: none"> • Infrastructure resilience • Historic preservation • Environmental recovery • Disaster memorialization

2. Infrastructure Services

a. Declared Disasters

The Public Assistance (PA) program provides program support to eligible local governments following a disaster to assist in the recovery and restoration of buildings, infrastructure and the removal of debris that is on public property.

The Director of Emergency Management will appoint a Public Assistance Officer (PAO) (if different from the EM Director) for the County who will be responsible for coordinating all activities related to federal reimbursement to local government and eligible private not-for-profit organizations, for their eligible costs incurred as a result of the event. The PAO will work closely with the Clerk of the Court to ensure all eligible work is prepared on a Project Worksheet, and the data is accurate and kept current.

In the event of a declared disaster, The Director of Emergency Management will work closely with ESF14 Public Information to notify all eligible governments and private not-for-profit organizations of the availability of federal public assistance funds. They include all Taylor County government agencies, and those quasi-governmental organizations that perform a governmental function. Such applicants are trained concerning the public assistance program through the various recovery training sessions offered. Notification may occur through written correspondence and telephone contacts, notices in local newspapers, and broadcasts on local radio stations.

The Director of Administrative Services will notify local governments, non-profit agencies and other eligible applicants of scheduled Applicant's Briefings and Kick Off Meetings for the Public Assistance (PA) program and the Hazard Mitigation Grant Program (HMGP). The Recovery SOP includes procedures for all aspects of financial management, personnel and record keeping that will be required for the various Federal and State financial assistance programs.

All information is updated at a minimum of each year prior to the beginning of hurricane season (June 1). State and Federal recovery personnel must advise the Director of these briefings so that agencies can be notified.

The Finance Office will oversee the financial aspects of the Public Assistance and Hazard Mitigation Grant Programs. The Clerk will work closely with the Board of County Commissioners to identify funds for the recovery effort, to include response, recovery and mitigation functions. If funds are not available, the Board of County Commissioners, through the Clerk of the Court, will petition the Office of the Governor for a match waiver on the Public Assistance Program, which will absolve the County of having to match the State and Federal funds. This is done solely on a case-by-case basis, and only as a last resort based on extreme financial hardship. If the County decides to avail itself of this option, the Clerk's Office will initiate and follow through on this effort with the Office of the Governor.

If the County is declared for Individual Assistance, eligible residents will be able to apply for the Individual Assistance Program. In some cases, FEMA will deploy habitability inspectors to verify the damages individual applicants are claiming. They will do this independent of the State or local assessors. Taylor County will also perform inspections of damaged homes to determine structural integrity. The Taylor County Planning and Building Department, under overall direction of the Emergency Management Director, will be responsible for coordinating post-disaster habitability inspections. The County Building Inspector will also be responsible for coordinating post-disaster permitting of structures to ensure compliance with all state and local building codes and to maximize mitigation of damages in future disasters.

Debris removal activities will be coordinated through ESF 3 Public Works. Burn sites as well as disposal areas have been pre-identified and the Public Information Officer will release information to the public as appropriate. Annually, these sites are inspected to see if they are available for use. They will work in conjunction with the Taylor County Clerk of the Courts as appropriate to activate debris removal and disposal contracts.

The Department of Financial Services (Insurance) is assigned a desk in the EOC to assist the County with coordination of insurance companies and adjusters. Taylor County Building and Planning Department coordinates all insurance actions pertaining to County property and disaster claims. The Taylor County Clerk of the Courts/ Finance Office coordinates all financial activities relating to recovery operations. If necessary, temporary staff will be hired to assist with records management, correspondence and follow-up on damage survey reports. Temporary personnel can be supplied by the County Personnel Director or through the Agency for Work Force Innovation.

The Director of the Taylor County Building and Planning Department will request assistance through the EOC for additional inspectors as needed during recovery and redevelopment activities. The damage assessment teams will identify structural damage through their initial damage assessment. The County's Building Inspectors will coordinate detailed inspections to determine habitability.

The Public Works Department through Emergency Support Function 3 will also assist with the Public Assistance program efforts with regard to the repair and mitigation of public infrastructure immediately following the disaster. Project Worksheets (PWs) will be filled out and mitigation will be included in the PWs for reimbursement from the State and Federal governments.

The Local Mitigation Strategy (LMS) will also be a factor in the process for the utilization of Federal and State funding opportunities and for mitigation determinations at the local level utilizing the organization's policies, procedures and prioritizations for mitigation efforts.

b. Non-Declared Disasters

During the recovery stage, a disaster may not be declared at the Federal level. It will then fall upon the County to use local funds, available competitive grant funds, or any supplemental funding provided by the State of Florida to recover from the event.

Similar to a declared disaster, costs for response and recovery are to be monitored by all participating agencies. The County Administrator's Office is responsible for the overall management of documentation of the costs of a non-declared disaster with reports submitted ultimately to the Board of County Commissioners for budget and finance approval of local dollars.

The Taylor Department of Emergency Management will work closely with the unmet needs functions of the County in order to meet the needs of those impacted by a non-declared disaster.

B. Disaster Recovery Centers (DRC)

These are centers that are set up in a disaster area to provide information on the complete range of disaster assistance that is available. The responsibility for managing these centers is jointly shared by the State, the Federal Emergency Management Agency, and the County where the center is located. A Disaster Recovery Center (DRC) is a facility established in, or in close proximity to, the community affected by the disaster where persons can meet face-to-face with represented Federal, State, local and volunteer agencies to:

- Discuss their disaster-related needs
- Obtain information about disaster assistance programs
- Tele-register for assistance
- Learn about measures for rebuilding that can eliminate or reduce the risk
- Request the status of their application for Assistance to Individuals and Households

The Director of Emergency Management, will make an initial request through EM Constellation, that the State of Florida and potentially FEMA assess the need to open Disaster Recovery Centers and Field Offices, based upon initial damage assessment and human services needs estimates and reports. Once it has been determined that Disaster Recovery Centers and/or a Disaster Field Office will be opened in Taylor County, the State EOC will take the lead and should notify the County EOC. The State EOC will advise if there are resources the County may need to supply, including staffing.

The DRC will be staffed with representatives from appropriate federal, state, county, private relief organizations, and other organizations capable of providing disaster related information to individuals and businesses. Additional agencies and staff may be located at the Recovery

Center as required. Local county government personnel and local volunteers will assist in providing information/referral in the DRC.

The Taylor County Department of Emergency Management will coordinate the notification of County DRC staff in the event they need to provide local services in the DRC. The County Emergency Management Director will be responsible for contacting the appropriate county employees who will staff the DRC via telephone, if available, or by person. The Director of Emergency Management will appoint a County DRC liaison, who will be responsible for managing the county staff assigned to the DRC.

The DRC will be the main vehicle for distribution of mitigation information to the general public as they begin the process to rebuild after a disaster. This will be co-managed by the Taylor County Emergency Management LMS Committee, the State of Florida, and FEMA, who will have mitigation experts located at the DRC. Taylor County staff deployed to the DRC will assist in distribution of mitigation information pertinent to the County.

Potential locations for staging areas, recovery centers and distribution sites are identified annually by the Department of Emergency Management. The primary DRC for Taylor County will be at the Forest Capital Hall, 203 Forest Park Drive, Perry, Florida. A mobile DRC site has been identified at the Old Taylor County Hospital, located at the corner of East Ash Street and Center Street, Perry, Florida.

Staging areas will generally be dependent upon the nature and location of a disaster. As a rule, local staging areas will be located at a large area within close proximity of a scene that is capable of handling a large volume of traffic (i.e., parking lot, open field, etc.). When outside agencies are called upon, staging areas will be located on major traffic arteries in order to ensure ease of rapid location. There is one primary staging area in the City of Perry at the Forrest Capitol Hall.

In addition, there are two landing zones in Taylor County located at: **Perry/Foley Airport (Latitude 30-04 West, Longitude 083-35 North) and the field northwest of Florida Highway Patrol Station, US Highway 19/27 North [Latitude 30-08.9 West, Longitude 083-36.7 North]. After a major or catastrophic disaster, the identified locations will be assessed to determine if they can be used. The final list will be provided to the State EOC for consideration.**

The County Public Information Officer will provide local media with detailed information on locations of recovery centers, distribution sites and other individual assistance programs. Pamphlets will be prepared to be distributed by personnel in damaged areas so citizens will know how to apply for assistance.

The County uses the following State criteria for determining the suitability of potential sites for DRCs:

Location: The ideal location for the State Soft Sided Tent DRC should be a donated county or city site of approximately four (4) acres (parking included for 100 vehicles) to accommodate two (2) 40' x 40' tents and all supporting equipment. Paved locations are preferred for wheelchair accessibility. Each site must have a proper name, physical address, zip code and latitude/longitude in decimal degrees to allow for accurate geocoding and be highly visible and easily identifiable with easy access from a multitude of routes such as auto, bus and mass transit lines etc. An ideal example of a donated

tent site could be a county or city parking lot facility, recreational field, school parking lot or parking lot of a Civic Center or large commercial store.

Length of Operations: Each site must be reserved for 14 days. These sites must not be co-located with points of distributions (PODS), unaffiliated agencies or other high traffic facilities.

Equipment: Each 24-hour soft-sided DRC will be equipped with the following supporting equipment provided by the State, if available

1. 40 x 40 A/C tent
 - 40 x 40 tent (waiting area)
 - Generator/Light Tower
 - 50 traffic cones
 - Cell Cow (if required)
 - Satellite uplink system
 - Porta Potties w/wash station
 - 20 Barricades
 - 3 cubic yard Dumpster
 - Tables/chairs
 - Communication Trailer
 - Variable Message Board

C. Infrastructure / Public Assistance

The Infrastructure / Public Assistance function encompasses a broad range of social services that are designed to meet the needs of the impacted population. The services that may be provided include:

- Assessment of unmet needs
- Short-term shelter
- Input in the identification and activation of points of distribution (PODs) and staging areas
- Crisis counseling
- Other needs that may surface

The Capital Area Chapter of the American Red Cross (ARC) will coordinate the Community Relations (CRC) recovery function. The Disaster Service Director of the Capital Area Chapter of the ARC or designee will serve as the Community Relations Coordinator (CRC) following a disaster. The CRC will serve as a liaison with the Florida Division of Emergency Management (DEM), the Federal Emergency Management Agency (FEMA) and other recovery resources. The CRC is also responsible for completing the Human Needs Assessment within the first 24-48 hours after a disaster. The Human Needs Assessment identifies individuals' immediate needs after a disaster such as food, water, shelter, and placement of comfort stations.

The roles and responsibilities of the Community Relations Coordinator include:

- Communicate with individuals in the affected areas and at Disaster Recovery Centers to determine their needs (food, water, medical care, clothing, and temporary housing);
- Maintain the Community Relation County Roster database provided by the State DEM Recovery Section every June.
- Disseminate and collecting information vital to the disaster victims in order for them to recover from the declared disaster. Flyers and applicant guides will be provided to the disaster victims for them to teleregister on the 1-800-621-FEMA line for Disaster Assistance.
- Report any disaster victims unmet needs to the appropriate agency.
- Coordinate with local agencies, particularly governmental agencies, local churches, volunteer fire departments, not-for-profit organizations, and civic groups in order to facilitate the exchange of information regarding community needs throughout the county;
- Serve as a clearinghouse for providing information describing where county residents can get answers to recovery questions;
- Ensure that the interests of all segments of the community are being adequately and fairly represented.
- Coordinate with state and federal agencies on recovery issues; and
- Complete the Human Needs Assessment to identify individuals' immediate needs after a disaster.

Emergency assistance may be provided through other State programs such as:

- Small Cities Community Development Block Grant
- Community Services Block Grant
- Low-Income Home Energy Assistance Program
- Low-Income Emergency Home Repair Program
- Home Investment Partnership Program
- State Housing Initiative Partnership Program

D. Debris Management

Taylor County Emergency Management has developed a Debris Management Plan and will maintain contracts with debris removal contractors for emergency debris removal. An additional contract is also utilized for debris monitoring with a second independent contractor.

Taylor County Environmental Services is responsible for the monitoring of debris removal and the oversight and monitoring of contractor functions. Taylor County will utilize public property where possible and has contracted with private land owners to identify Debris Management Sites for the temporary staging of debris material for final disposal.

Taylor County Environmental Services will oversee the debris management function and ensure that detailed collection, hauling and disposal records are maintained by the contractors and are collected by Environmental Services.

The Taylor County Emergency Management is responsible for the oversight and coordination of obtaining federal and state assistance.

The Taylor County Clerk's Office is responsible for maintaining expense records for potential reimbursement.

E. Community Relations

The emergency recovery process is initiated when the President of the United States issues a Major Presidential Disaster Declaration. Such a declaration makes available a series of federal disaster assistance programs to aid the State in its recovery from a disaster situation. The basis for the declaration is the determination by the President that the disaster is of such severity and magnitude that response is beyond State and local capabilities. The field recovery operation will be conducted in accordance with the most current edition of the State of Florida Recovery Plan. The Taylor County Department of Emergency Management will be the local point of contract for the establishment of a Joint Field Office, should one be needed in Taylor County.

The organizational structure for recovery is under the leadership of the State Coordinating Officer. Once a federal disaster declaration has been issued, the State Coordinating Officer consults with a Federal Coordinating Officer. In addition, a Governor's Authorized Representative (GAR) is designated in the Federal Emergency Management Agency-State Agreement and is responsible for compliance with that Agreement. The Governor's Authorized Representative, the State Coordinating Officer, is normally the Director of the Florida Division of Emergency Management.

During a recovery operation, the State Coordinating Officer usually appoints a Deputy State Coordinating Officer who represents him/her at the Joint Field Office. The Deputy State Coordinating Officer is responsible for the establishment and management of State operations in the Joint Field Office and coordination between State and Federal programs. Under the Deputy State Coordinating Officer, there are two positions: a Deputy Recovery Manager and an External Affairs Officer. Under the Deputy Recovery Manager are five (5) functional officers: a State Mitigation Officer, a Human Service Officer, a Public Assistance Officer, Finance and Logistics Officer, and an Administrative Support Officer. Under the State Mitigation Officer is a National Flood Insurance Program Coordinator.

Deputy Recovery Manager is responsible to the Deputy State Coordinating Officer for all State recovery operations in the Joint Field Office.

State Mitigation Officer is responsible to the Deputy State Coordinating Officer for the coordination of all phases of the State Mitigation programs. In addition, the State Mitigation Officer is responsible for coordinating with the **National Flood Insurance Program Coordinator** on all State Flood Insurance activities. Specific duties include the following:

- Providing technical assistance to local communities regarding flood insurance regulations and requirements

- Providing technical assistance and training in support of federal map reading operations at the Disaster Field Office.

Human Services Officer is responsible to the Deputy Recovery Manager and coordinates all State human service activities.

Public Assistance Officer is responsible to the Deputy Recovery Manager and coordinates all State Public Assistance activities emanating from the Disaster Field Office.

Administrative Support Officer is responsible to the Deputy State Coordinating Officer for all administrative support functions that are not specifically the responsibility of the Finance and Logistics Officer. This includes but is not limited to the following:

- Creating and maintaining a schedule of events and key due dates
- Creating and maintaining a Suspense Log
- Providing clerical assistance when necessary

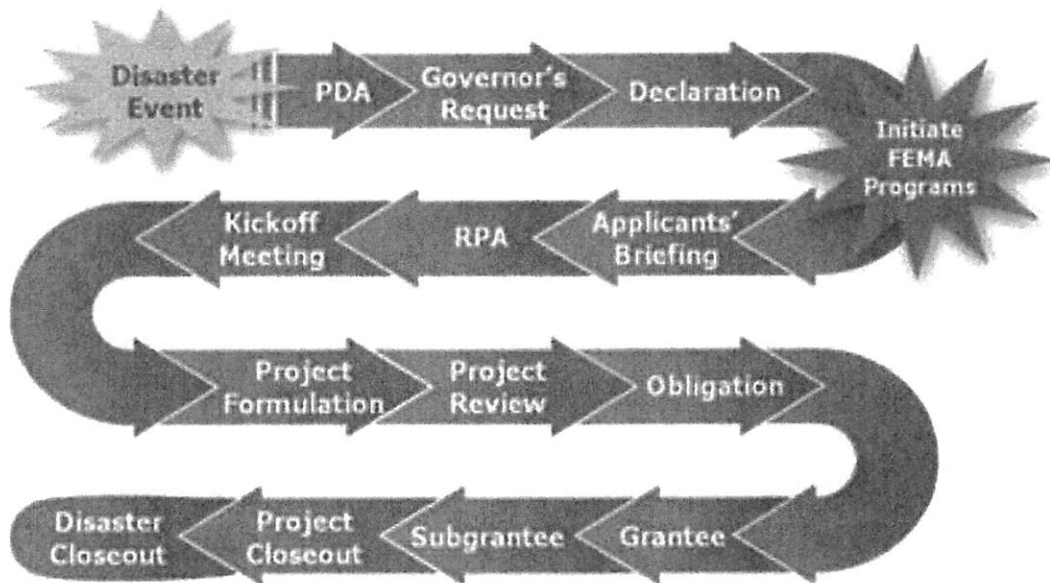
Finance and Logistics Officer assists the Deputy State Coordinating Officer in all matters pertaining to finance, personnel and logistics at the Disaster Field Office.

External Affairs Officer reports to the Deputy State Coordinating Officer on all communications regarding the overall management of the emergency, Joint Field Office operations, and local issues. There are two coordinators under the directions of the External Affairs Officer (Public Affairs and Congressional Affairs).

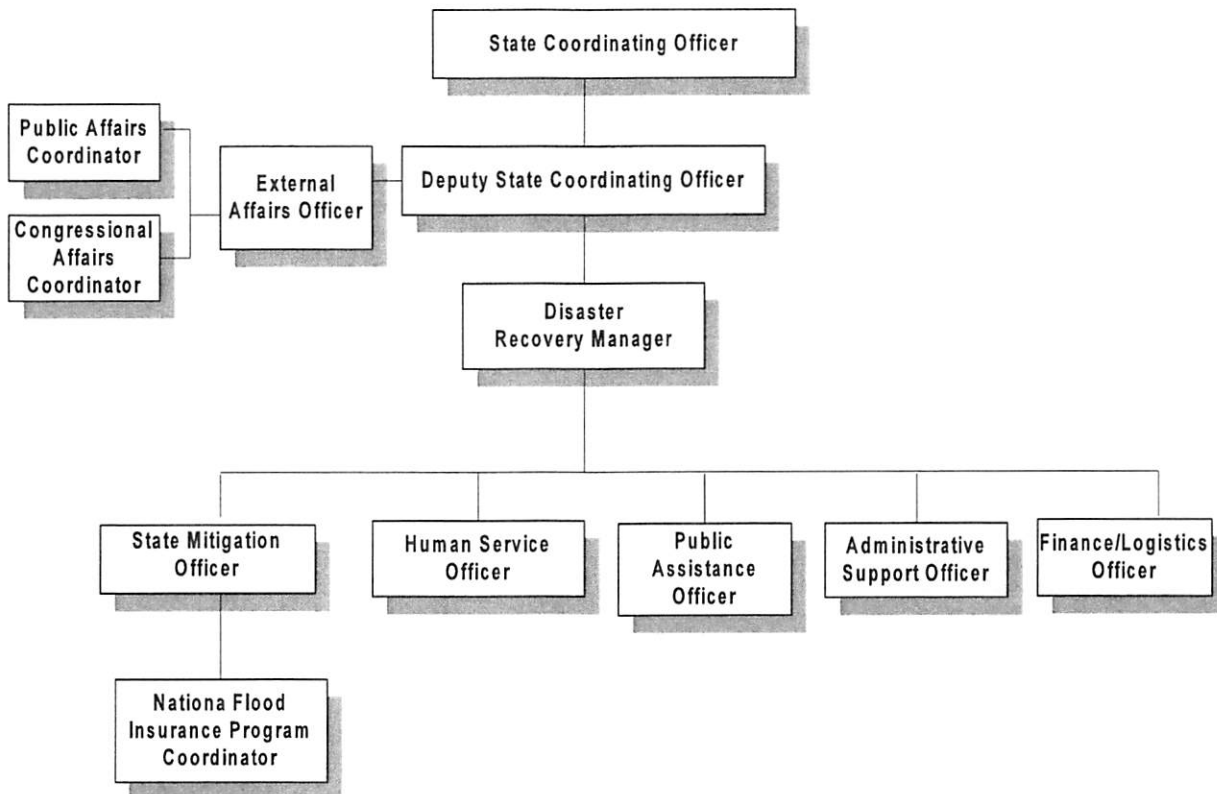
Public Affairs Coordinator is responsible to the External Affairs Officer for all media contacts, press releases, public information announcements and other disaster related information released through the Joint Field Office. The Coordinator works closely with the federal Public Information Officer to develop joint press releases to both general and specific target audiences. The Public Affairs Officer also coordinates with FEMA if a "Joint Information Center" is established.

Congressional Affairs Coordinator reports directly to the External Affairs Officer, and is the primary point of contact for congressional and legislative inquiries. The Coordinator acts as liaison for congressional and legislative field activities and any other VIP visits. The Coordinator responds to congressional and legislative inquiries on a constituent's behalf.

The following is the federal process for disaster assistance.



STATE EMERGENCY RECOVERY ORGANIZATIONAL CHART
(JOINT FIELD OFFICE)



F. Unmet Needs Coordination

The Capitol Chapter of the American Red Cross is responsible for coordinating the response to unmet needs. The Disaster Services Director of the Capital Area Chapter of the ARC, or designee, will serve as the Unmet Needs Coordinator for Taylor County following a disaster. The Taylor County Purchasing Department, through ESF 11 is responsible for the delivery and provision of supplies and services (food, water, ice and clothing) to residents. ESF 15 is supported by Emergency Management and the American Red Cross. They will identify volunteers and donations from area businesses to meet the needs of the residents.

Support for the unmet needs function will come from the Taylor County EM Department and from local churches and not-for-profit organizations.

Unmet needs may be brought to the attention of the Unmet Needs Coordinator by the Community Relations Coordinator. The Community Relations Coordinator, working with local governmental agencies, local churches, volunteer fire departments, not-for-profit organizations, and civic groups, will facilitate the exchange of information regarding community needs throughout the county.

Unmet needs may be identified by American Red Cross Family Services working as part of an Integrated Service Delivery (ISD) team. The ISD team will include Damage Assessment personnel, Family Services personnel, and Health Services personnel. The ISD team will identify human services needs such as food, clothing, medicine, and temporary housing.

Unmet needs may be identified by volunteer organizations active in the community. These could include volunteer fire departments, civic organizations, and churches.

The Unmet Needs Coordinator will work with the City Clerks and with agencies serving these communities to ensure that the Coordinator is aware of unmet needs that may exist in the municipalities.

1. Mass Feeding

Local service organizations, including the Salvation Army and the American Red Cross will establish feeding stations and distribution points as needs are identified.

The Capital Area Chapter of the American Red Cross, in coordination with the Taylor County Department of Emergency Management is responsible for mass care and feeding. This includes assisting in providing food/water/ice to disaster victims, coordinating with faith based facilities to serve as shelters and provide food, and assist in the distribution of food, water, and ice. In addition, the American Red Cross will:

- Estimate the number of shelters required for scenario events
- Open and staff shelters when directed by EOC, and in coordination with the School Board
- Provide training for shelter managers
- Provide mass care services at shelters

G. Emergency Housing

If temporary housing or living facilities are required, the EOC will coordinate with the appropriate local, State, Federal and private agencies to identify resources that are available. Working with hotel/motel establishments, housing authorities and realty and property management companies, the EOC will identify available resources. If the need is severe, County resources, buildings, real estate and non-profit organization resources may be utilized for emergency housing needs.

The Taylor County EM will develop and maintain a Temporary Housing Strategy that will address the following:

- A concept of operations that includes the organizations responsible for administering and maintaining the strategy
- A process and procedures for allowing the temporary placement of travel trailers as a housing resource within the County, including planning and zoning requirements
- A process and procedures for expediting the building permitting process related to the placement of travel trailers
- Identification of potential local rental resources, emergency shelter sites and mobile home group sites
- Identification of resources and capabilities to administer a temporary roofing program

Table of Contents

ANNEX II: MITIGATION FUNCTIONS

	Page
I. INTRODUCTION	2
II. GENERAL	2
III. PRE-DISASTER HAZARD MITIGATION ACTIVITIES	2
IV. SPECIFIC DISASTER - SCENARIO MITIGATION FUNCTIONS	4
A. Mitigation Assessment Function	4
B. Funding Function	4
C. Public Information Function	6

ANNEX II: MITIGATION FUNCTIONS

I. INTRODUCTION

In the aftermath of a disaster, the County mitigation goal is to ensure mitigation efforts are designed to ensure that residents, visitors, and businesses in Florida are safe and secure from future disasters.

II. GENERAL

The Department of Emergency Management will be responsible for coordinating the activities of the LMS Steering Committee and subcommittees. The Taylor County LMS identifies the hazards to which Taylor County is vulnerable; assesses the facilities and structures that are most vulnerable to hazards; offers a prioritized list of mitigation projects to take advantage of available funding; and links mitigation projects to these sources of funding. During the planning process and organizational framework the LMS for strives to carrying out the mitigation goals and objectives for pre and post hazard mitigation actions to reduce overall risk/vulnerability and to evaluate existing agencies, organizations, plans, programs and guidelines that impact mitigation.

III. PRE-DISASTER HAZARD MITIGATION ACTIVITIES

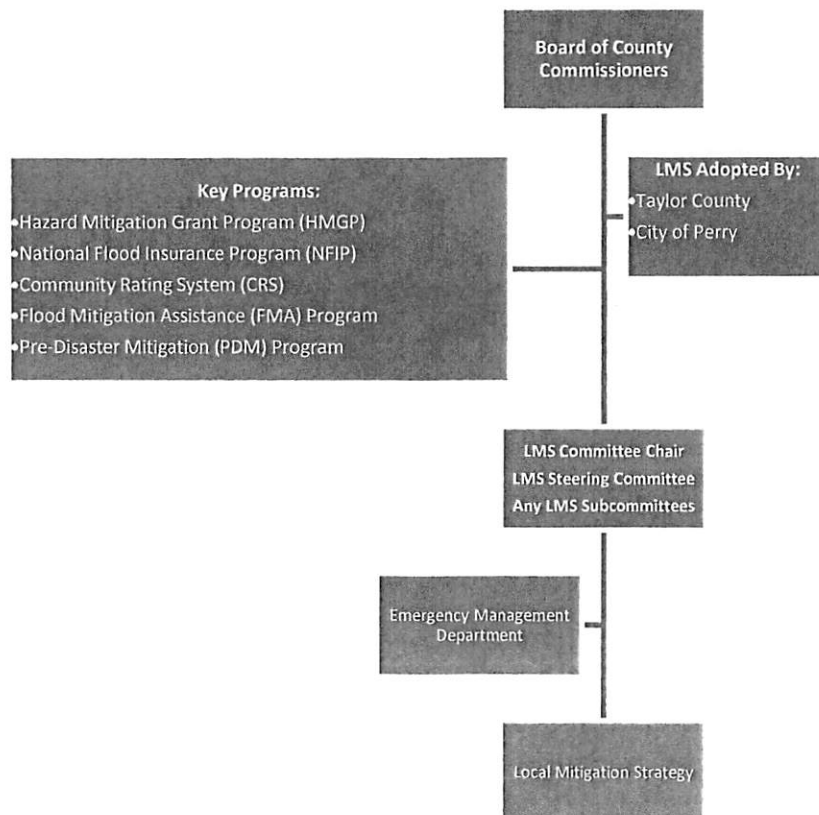
The Taylor County LMS is defined as the mitigation goals, objectives and initiatives for Taylor County. Annual revisions to the Taylor County LMS are standard, although in the event of a disaster, or if needed, the LMS can be updated more frequently. The latest approved revision was in 2015. The LMS has been approved for five years and will expire again on January 6, 2021.

As the lead mitigation agency for Taylor County, the Department of Emergency Management is well positioned to coordinate all programs and activities that relate to mitigation. The mitigation priorities that are identified by the LMS Steering Committee can guide overall County mitigation planning, under the guidance of the Department of Emergency Management. More specifically:

- The hazards to which the county is vulnerable to.
- Assesses the facilities and structures that are most vulnerable to hazards.
- Offers a prioritized list of mitigation projects to take advantage of available funding.
- Links mitigation projects to available sources of funding
- Identify funding and technical assistance that are available through other mitigation programs (including the Pre-Disaster Mitigation (PDM) program, Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA) program and the

National Flood Insurance Program's Community Rating System (CRS) can be strategically linked with the goals and priorities set forth under the LMS

- Mitigation can be fully integrated into recovery and rebuilding programs, plans and priorities
- Mitigation actions and priorities can be closely linked with the other phases of emergency management: preparedness, response and recovery
- Projects can be identified and evaluated that specifically enhance the response capabilities of local government, including strengthening shelters, fire stations and other critical facilities
- Mitigation planning can incorporate the planning and capability development activities that are being undertaken through the Continuity of Operations planning and capability development
- Mitigation needs, priorities and opportunities for key functional or program areas can be identified, including: Emergency Housing, Logistics, Communications, Business and Industry, and Health and Medical.
- Hazard mitigation activities can include public education and awareness of community and individual vulnerabilities and methods to reduce them, including; newspaper, radio, fliers, workshops, and presentations at public and private meetings.



IV. SPECIFIC DISASTER - SCENARIO MITIGATION FUNCTIONS

A. Mitigation Assessment Function

In a post-disaster environment, the LMS Committee will work with the county to establish a Mitigation Assessment Team to evaluate homes and businesses that have been physically impacted by a disaster. Team objectives will include utilizing the damage assessment teams' information and the human needs assessment teams' information to document the locations and causes of damages, circulating mitigation literature to market the advantages of disaster resistant techniques, providing documentation of recommended mitigation projects, supplying the community with information on means to address their needs (applications for assistance, information on local housing rehabilitation programs, etc.). Pre-disaster mitigation guidelines would apply to any mitigation project additions or re-prioritization.

The County Emergency Management Department will contact the LMS Committee members using existing phone numbers and e-mail addresses to initiate the Mitigation Assessment Team process. The Community Emergency Response Team (CERT) Steering Committee members and active CERT program graduates will also be notified of their opportunity to assist in this post-disaster mitigation effort. The Mitigation Assessment Teams will be organized through ESF-15 Volunteers and Donations and will collaborate with other ESFs as needed.

The Taylor County Property Appraiser, Public Works, Taylor County Health Department, Taylor County Building & Planning Department and Municipal Public Works and Building and Zoning Departments are the supporting agencies that work closest with Taylor County Emergency Management in post-disaster mitigation assessment. Taylor County does not have a floodplain manager, but if one is required/needed, Taylor County EM will coordinate with the state via the mutual aid.

The Taylor County Emergency Management Director will be responsible for ensuring all equipment and resources necessary for mitigation assessment are available when needed. Vehicles used for mitigation assessment include city and county government vehicles (for staff only), and personal vehicles.

If additional mitigation assistance is needed for any mitigation function that Taylor County cannot fulfill, it will be requested through the Statewide Mutual Aid Agreement. This could include assistance with determinations of substantially damages structures in Taylor County. This will be coordinated by the Department of Emergency Management. This would include any determinations of substantial damages per the National Flood Insurance Program.

B. Funding Function

The Emergency Management Director is responsible for coordinating the completion and submission of all applications for federal and state disaster mitigation funding. The Emergency Management Director is also responsible for providing information to citizens on how they can prevent damages in the future.

Taylor County's Local Mitigation Strategy (LMS) establishes an ongoing process and strategy to reduce community vulnerability to natural, technological and manmade hazards.

With the LMS as the principal mitigation planning and management tool for Taylor County, there are a range of programs that the Steering Committee can draw upon to implement mitigation priorities. Key mitigation programs, including:

1. Hazard Mitigation Grant Program (HMGP)

Authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the HMGP provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the program is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster.

The HMGP has become a major funding vehicle for Taylor County mitigation projects, under the stewardship of the LMS Steering Committee. More information on the HMGP and funded projects can be found in the LMS (2015).

There is a 25% non-federal share match requirement for the HMGP. Currently, the State of Florida does not provide any state match share for local HMGP projects. The County and the State mitigation staff will investigate the use of global match, whenever possible. It is the responsibility of the applicant to determine how the match will be provided for mitigation projects in Taylor County.

2. National Flood Insurance Program (NFIP)

Taylor County and its incorporated jurisdictions are active participants in the National Flood Insurance Program, and the Community Rating System (CRS). Taylor County will work to ensure that it maintains its current classification in the National Flood Insurance Program's (NFIP) Community Rating System (CRS), along with the existing flood insurance policyholder premium discount. Assuming there are no NFIP compliance actions, the rating will be automatically renewed yearly as long as the Taylor County community continues to implement the activities as certified annually each October. If no additional modifications or new activities are added, Taylor County will not receive an additional verification for five years.

3. Long Term Recovery

The Department of Community Affairs administers a variety of programs that support mitigation and long-term recovery activities. These programs include but are not limited to:

- Residential Construction Mitigation Program
- Resource Identification Strategy

- Statewide Building Code
- Comprehensive plans
- Community's Trust program
- Heartland Initiative

Continuity of Government is also an essential function of Emergency Management and is vital during an emergency/disaster situation. Critical issues such as lines of succession, delegation of emergency authority, emergency actions, safeguarding essential records, and protection of government resources are adhered within the State of Florida constitution, statutes and administrative rules.

C. Public Information Function

The DRC will be the main vehicle for distribution of mitigation information to the general public as they begin the process to rebuild after a disaster. This will be co-managed by the Taylor County Emergency Management LMS Committee, the State of Florida, and FEMA, who will have mitigation experts located at the DRC. Taylor County staff deployed to the DRC will assist in distribution of mitigation information pertinent to the County.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER INSTRUCTING THE ATTORNEY TO WRITE A RESOLUTION HONORING HUNTER AND HOLLY BANKEY, THAT MADE A \$34,915 DONATION TO FUND A 15 PASSENGER VAN FOR THE TAYLOR COUNTY EXTENSION OFFICE TO SUPPORT 4-H/EXTENSION PROGRAMMING EFFORTS.

MEETING DATE REQUESTED:

February 21, 2017

Statement of Issue:

THE BOARD TO CONSIDER A RESOLUTION HONORING 4-H AND EXTENSION PROGRAM DONORS HUNTER AND HOLLY BANKEY. HUNTER AND HOLLY MADE A \$34,915 DONATION TO FUND A 15 PASSENGER VAN FOR THE TAYLOR COUNTY EXTENSION OFFICE TO SUPPORT 4-H/EXTENSION PROGRAMMING EFFORTS.

Recommended Action: APPROVE THE RESOLUTION

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: BOARD OF COUNTY COMMISSIONERS

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: NONE

Options: APPROVE THE RESOLUTION

Attachments: RESOLUTION RECOGNIZING HUNTER AND HOLLY BANKEY TAYLOR COUNTY EXTENSION DONORS

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

THE BOARD TO INSTRUCT THE COUNTY ATTORNEY TO DRAFT A RESOLUTION REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION CONTINUE THE PROCESS OF TRANSFERING A SECTION OF STATE ROUTE 55, ALSO KNOWN AS U.S. ROUTE 221 FROM THE CITY LIMITS OF PERRY TO THE INTERSECTION OF COUNTY ROAD 359, ALSO KNOWN AS WRIGHT ROAD, AND SUBSEQUENTLY TRANSFER COUNTY ROAD 359, ALSO KNOWN AS WRIGHT ROAD, TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.

MEETING DATE REQUESTED:

FEBRUARY 21, 2017

Statement of Issue:

ON JANUARY 17, 2017, THE BOARD VOTED AND APPROVED THE TRANSFER OF A SECTION OF STATE ROUTE 55, ALSO KNOWN AS US ROUTE 221 FROM THE CITY LIMITS OF PERRY TO THE INTERSECTION OF COUNTY ROAD 359, ALSO KNOWN AS WRIGHT ROAD, AND SUBSEQUENTLY TRANSFER COUNTY ROAD 359, ALSO KNOWN AS WRIGHT ROAD, TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.

Recommended Action: ASSIGN

Fiscal Impact: NONE

Budgeted Expense: NONE

Submitted By: COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: CITY OF PERRY RESOLUTION AND FDOT MAPS

RESOLUTION NUMBER 2017-02

A RESOLUTION BY THE ELECTED COUNCIL OF THE CITY OF PERRY, FLORIDA, REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION COMMENCE AND/OR CONTINUE THE PROCESS OF TRANSFERING A SECTION OF STATE ROUTE 55, ALSO KNOWN AS US ROUTE 221, JEFFERSON STREET, AND AS ROADWAY ID 38040000 LOCATED WITHIN THE CORPORATE LIMITS OF PERRY TO THE CITY OF PERRY. THE SPECIFIC SECTION REQUESTED IS FROM THE INTERSECTION OF US 27/SR-20 HAMPTON SPRINGS AVENUE (MP 0.914) NORTH TO THE CITY LIMITS (MP 2.598).

WHEREAS, while the Florida Department of Transportation owns certain right-of-way located within the City of Perry known as State Road 55 from mileposts 0.914 to 2.598, also referred to as US Route 221, Jefferson Street, and Roadway ID 38040000, depicted on the right-of-way map attached hereto as Exhibit "A" ("Roadway"); and

WHEREAS, the term "Roadway" shall include the actual roadbed together with the right-of-way and all bridges, curbs, culverts, drainage structures, sidewalks, bike paths, and other improvements which may be located within the right-of-way; and

WHEREAS, the City requests that the Department transfer the Roadway from the State Highway System to the City of Perry, with planned improvements, as quickly as possible, and

WHEREAS, based on obligations and a consideration of the criteria set forth in Chapter 337.0415, Florida Statutes, the Department is amenable to the City's request.

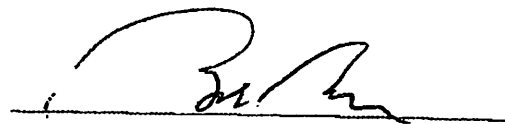
NOW, THEREFORE, BE IT RESOLVED, by the elected Council of the City of Perry, that we do hereby adopt this Resolution.

PASSED in regular, publically noticed, session this 14th day of February, 2017



David S. Sullivan, MAYOR

ATTEST:



CLERK OF THE CITY COUNCIL

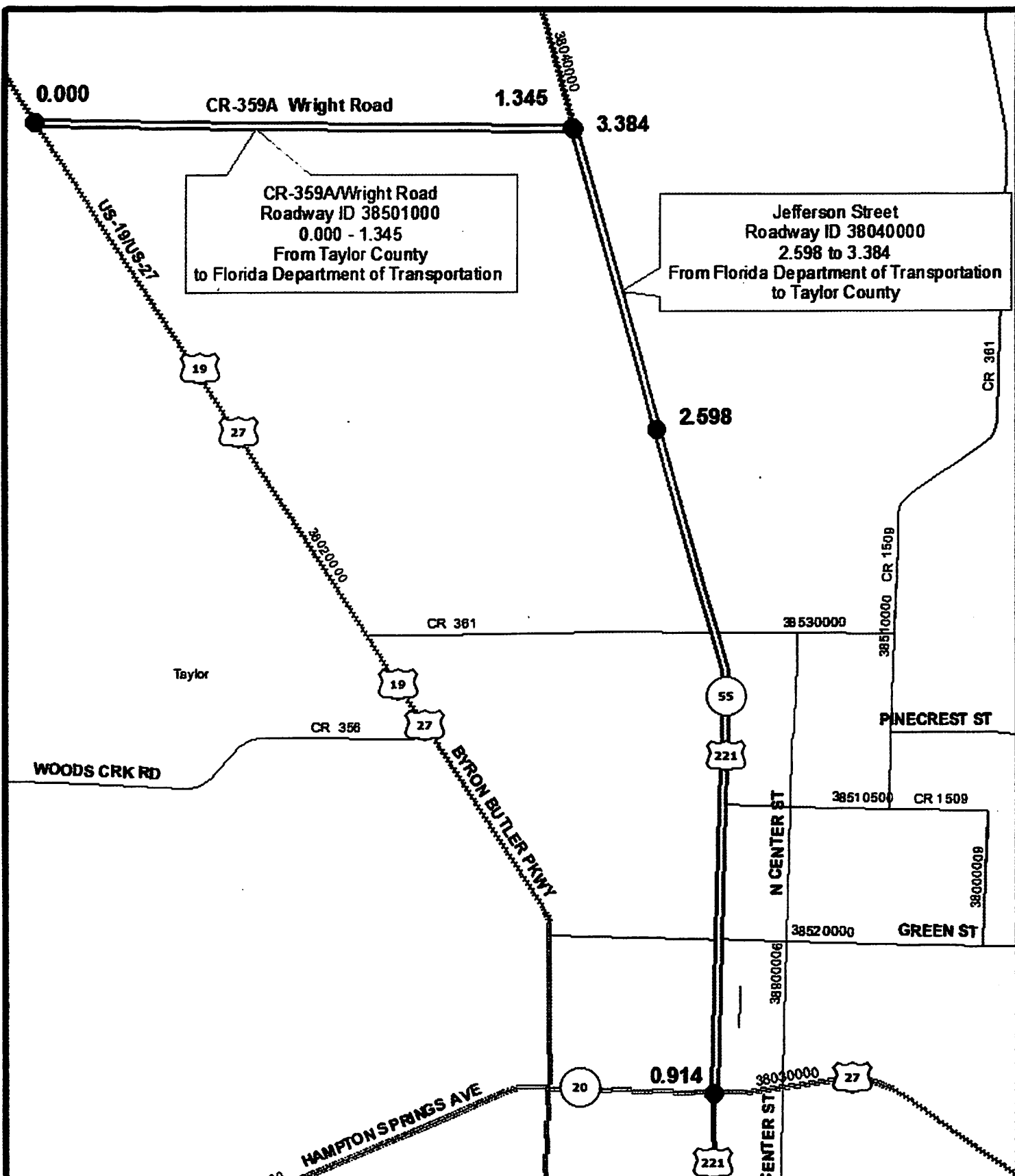


Exhibit A
Florida Department of Transportation - District 2
Transfer of roadway to Taylor County
A portion of US-221/SR-55 Roadway ID 38040000
from US-27/SR-20 Hampton Springs Ave (MP 0.914) to Wright Road (MP 3.384)
Transfer from Taylor County to FDOT
CR-359A/Wright Road (MP 0.000 to MP 1.345)



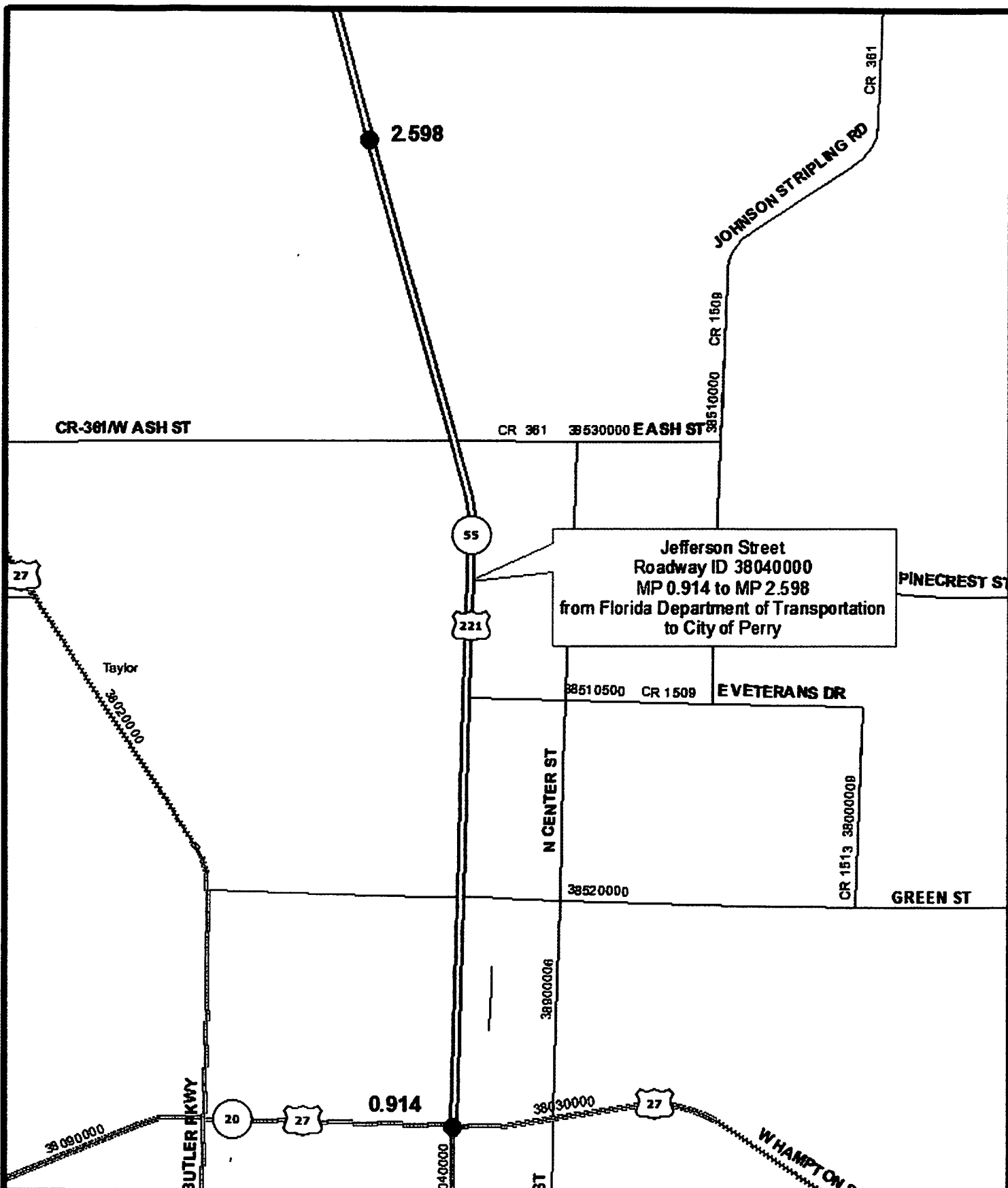


Exhibit A

Florida Department of Transportation - District 2
Transfer of roadway to City of Perry
A portion of US-221/SR-55 Roadway ID 38040000
from US-27/SR-20 Hampton Springs Ave (MP 0.914)
to City Limits (MP 2.598)



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

THE BOARD TO REVIEW AND CONSIDER INSTRUCTING THE ATTORNEY TO WRITE A RESOLUTION ESTABLISHING A ONE YEAR MORATORIUM ON THE CULTIVATION, PROCESSING, OR DISPENSING OF CANNABIS, INCLUDING LOW-THC CANNABIS.

FEBRUARY 21, 2017

Statement of Issue: IN 2014 THE FLORIDA LEGISLATURE ENACTED SECTION 381.986, F.S. KNOWN AS THE "COMPASSIONATE MEDICAL CANNABIS ACT OF 2014." AMONG OTHER ISSUES THE ACT REPRESENTS NEW LAND USES NOT PREVIOUSLY CONSIDERED BY THE COUNTY'S CURRENT REGULATIONS.

Recommended Action: ASSIGN

Fiscal Impact: NONE

Budgeted Expense: NONE

Submitted By: County Administrator

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: IN 2014 THE FLORIDA LEGISLATURE ENACTED SECTION 381.986, F.S. KNOWN AS THE "COMPASSIONATE MEDICAL CANNABIS ACT OF 2014." AMONG OTHER ISSUES THE ACT REPRESENTS NEW LAND USES NOT PREVIOUSLY CONSIDERED BY THE COUNTY'S CURRENT REGULATIONS. AMONG SEVERAL OTHER DEFINITIONS A DISPENSING ORGANIZATION IS DEFINED IN THE ACT AS "A NURSERY THAT MEETS THE REQUIREMENTS OF SECTION 381.986(5) (b)1.F.S, INCLUDING ITS CONTRACTUAL AGENTS, WHICH HAS BEEN AUTHORIZED BY THE DEPARTMENT (DOH) TO CULTIVATE, PROCESS AND DISPENSE LOW-THC CANNABIS."

Options:

Attachments: STATE STATUTE 381.986
CITY OF PERRY RESOLUTION

Select Year: 2016 ▾ Go

The 2016 Florida Statutes

[Title XXIX](#)[Chapter 381](#)[View Entire Chapter](#)

PUBLIC HEALTH

PUBLIC HEALTH: GENERAL PROVISIONS

381.986 Compassionate use of low-THC and medical cannabis.—

(1) DEFINITIONS.—As used in this section, the term:

(a) “Cannabis delivery device” means an object used, intended for use, or designed for use in preparing, storing, ingesting, inhaling, or otherwise introducing low-THC cannabis or medical cannabis into the human body.

(b) “Dispensing organization” means an organization approved by the department to cultivate, process, transport, and dispense low-THC cannabis or medical cannabis pursuant to this section.

(c) “Independent testing laboratory” means a laboratory, including the managers, employees, or contractors of the laboratory, which has no direct or indirect interest in a dispensing organization.

(d) “Legal representative” means the qualified patient’s parent, legal guardian acting pursuant to a court’s authorization as required under s. [744.3215\(4\)](#), health care surrogate acting pursuant to the qualified patient’s written consent or a court’s authorization as required under s. [765.113](#), or an individual who is authorized under a power of attorney to make health care decisions on behalf of the qualified patient.

(e) “Low-THC cannabis” means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.

(f) “Medical cannabis” means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant or its seeds or resin that is dispensed only from a dispensing organization for medical use by an eligible patient as defined in s. [499.0295](#).

(g) “Medical use” means administration of the ordered amount of low-THC cannabis or medical cannabis. The term does not include the:

1. Possession, use, or administration of low-THC cannabis or medical cannabis by smoking.
2. Transfer of low-THC cannabis or medical cannabis to a person other than the qualified patient for whom it was ordered or the qualified patient’s legal representative on behalf of the qualified patient.
3. Use or administration of low-THC cannabis or medical cannabis:
 - a. On any form of public transportation.
 - b. In any public place.
 - c. In a qualified patient’s place of employment, if restricted by his or her employer.
 - d. In a state correctional institution as defined in s. [944.02](#) or a correctional institution as defined in s. [944.241](#).
 - e. On the grounds of a preschool, primary school, or secondary school.

f. On a school bus or in a vehicle, aircraft, or motorboat.

(h) "Qualified patient" means a resident of this state who has been added to the compassionate use registry by a physician licensed under chapter 458 or chapter 459 to receive low-THC cannabis or medical cannabis from a dispensing organization.

(i) "Smoking" means burning or igniting a substance and inhaling the smoke. Smoking does not include the use of a vaporizer.

(2) PHYSICIAN ORDERING.—A physician is authorized to order low-THC cannabis to treat a qualified patient suffering from cancer or a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms; order low-THC cannabis to alleviate symptoms of such disease, disorder, or condition, if no other satisfactory alternative treatment options exist for the qualified patient; order medical cannabis to treat an eligible patient as defined in s. 499.0295; or order a cannabis delivery device for the medical use of low-THC cannabis or medical cannabis, only if the physician:

(a) Holds an active, unrestricted license as a physician under chapter 458 or an osteopathic physician under chapter 459;

(b) Has treated the patient for at least 3 months immediately preceding the patient's registration in the compassionate use registry;

(c) Has successfully completed the course and examination required under paragraph (4)(a);

(d) Has determined that the risks of treating the patient with low-THC cannabis or medical cannabis are reasonable in light of the potential benefit to the patient. If a patient is younger than 18 years of age, a second physician must concur with this determination, and such determination must be documented in the patient's medical record;

(e) Registers as the orderer of low-THC cannabis or medical cannabis for the named patient on the compassionate use registry maintained by the department and updates the registry to reflect the contents of the order, including the amount of low-THC cannabis or medical cannabis that will provide the patient with not more than a 45-day supply and a cannabis delivery device needed by the patient for the medical use of low-THC cannabis or medical cannabis. The physician must also update the registry within 7 days after any change is made to the original order to reflect the change. The physician shall deactivate the registration of the patient and the patient's legal representative when treatment is discontinued;

(f) Maintains a patient treatment plan that includes the dose, route of administration, planned duration, and monitoring of the patient's symptoms and other indicators of tolerance or reaction to the low-THC cannabis or medical cannabis;

(g) Submits the patient treatment plan quarterly to the University of Florida College of Pharmacy for research on the safety and efficacy of low-THC cannabis and medical cannabis on patients;

(h) Obtains the voluntary written informed consent of the patient or the patient's legal representative to treatment with low-THC cannabis after sufficiently explaining the current state of knowledge in the medical community of the effectiveness of treatment of the patient's condition with low-THC cannabis, the medically acceptable alternatives, and the potential risks and side effects;

(i) Obtains written informed consent as defined in and required under s. 499.0295, if the physician is ordering medical cannabis for an eligible patient pursuant to that section; and

(j) Is not a medical director employed by a dispensing organization.

(3) PENALTIES.—

(a) A physician commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, if the physician orders low-THC cannabis for a patient without a reasonable belief that the patient is suffering from:

1. Cancer or a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms that can be treated with low-THC cannabis; or
2. Symptoms of cancer or a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms that can be alleviated with low-THC cannabis.

(b) A physician commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, if the physician orders medical cannabis for a patient without a reasonable belief that the patient has a terminal condition as defined in s. 499.0295.

(c) A person who fraudulently represents that he or she has cancer, a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms, or a terminal condition to a physician for the purpose of being ordered low-THC cannabis, medical cannabis, or a cannabis delivery device by such physician commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(d) An eligible patient as defined in s. 499.0295 who uses medical cannabis, and such patient's legal representative who administers medical cannabis, in plain view of or in a place open to the general public, on the grounds of a school, or in a school bus, vehicle, aircraft, or motorboat, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(e) A physician who orders low-THC cannabis, medical cannabis, or a cannabis delivery device and receives compensation from a dispensing organization related to the ordering of low-THC cannabis, medical cannabis, or a cannabis delivery device is subject to disciplinary action under the applicable practice act and s. 456.072(1)(n).

(4) PHYSICIAN EDUCATION.—

(a) Before ordering low-THC cannabis, medical cannabis, or a cannabis delivery device for medical use by a patient in this state, the appropriate board shall require the ordering physician to successfully complete an 8-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association that encompasses the clinical indications for the appropriate use of low-THC cannabis and medical cannabis, the appropriate cannabis delivery devices, the contraindications for such use, and the relevant state and federal laws governing the ordering, dispensing, and possessing of these substances and devices. The course and examination shall be administered at least annually. Successful completion of the course may be used by a physician to satisfy 8 hours of the continuing medical education requirements required by his or her respective board for licensure renewal. This course may be offered in a distance learning format.

(b) The appropriate board shall require the medical director of each dispensing organization to hold an active, unrestricted license as a physician under chapter 458 or as an osteopathic physician under chapter 459 and successfully complete a 2-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association that encompasses appropriate safety procedures and knowledge of low-THC cannabis, medical cannabis, and cannabis delivery devices.

(c) Successful completion of the course and examination specified in paragraph (a) is required for every physician who orders low-THC cannabis, medical cannabis, or a cannabis delivery device each time such physician renews his or her license. In addition, successful completion of the course and examination specified in paragraph (b) is required for the medical director of each dispensing organization each time such physician renews his or her license.

(d) A physician who fails to comply with this subsection and who orders low-THC cannabis, medical cannabis, or a cannabis delivery device may be subject to disciplinary action under the applicable practice act and under s. 456.072(1)(k).

(5) DUTIES OF THE DEPARTMENT.—The department shall:

(a) Create and maintain a secure, electronic, and online compassionate use registry for the registration of physicians, patients, and the legal representatives of patients as provided under this section. The registry must be accessible to law enforcement agencies and to a dispensing organization to verify the authorization of a patient or a patient's legal representative to possess low-THC cannabis, medical cannabis, or a cannabis delivery device and record the low-THC cannabis, medical cannabis, or cannabis delivery device dispensed. The registry must prevent an active registration of a patient by multiple physicians.

(b) Authorize the establishment of five dispensing organizations to ensure reasonable statewide accessibility and availability as necessary for patients registered in the compassionate use registry and who are ordered low-THC cannabis, medical cannabis, or a cannabis delivery device under this section, one in each of the following regions: northwest Florida, northeast Florida, central Florida, southeast Florida, and southwest Florida. The department shall develop an application form and impose an initial application and biennial renewal fee that is sufficient to cover the costs of administering this section. An applicant for approval as a dispensing organization must be able to demonstrate:

1. The technical and technological ability to cultivate and produce low-THC cannabis. The applicant must possess a valid certificate of registration issued by the Department of Agriculture and Consumer Services pursuant to s. 581.131 that is issued for the cultivation of more than 400,000 plants, be operated by a nurseryman as defined in s. 581.011, and have been operated as a registered nursery in this state for at least 30 continuous years.

2. The ability to secure the premises, resources, and personnel necessary to operate as a dispensing organization.

3. The ability to maintain accountability of all raw materials, finished products, and any byproducts to prevent diversion or unlawful access to or possession of these substances.

4. An infrastructure reasonably located to dispense low-THC cannabis to registered patients statewide or regionally as determined by the department.

5. The financial ability to maintain operations for the duration of the 2-year approval cycle, including the provision of certified financials to the department. Upon approval, the applicant must post a \$5 million performance bond. However, upon a dispensing organization's serving at least 1,000 qualified patients, the dispensing organization is only required to maintain a \$2 million performance bond.

6. That all owners and managers have been fingerprinted and have successfully passed a level 2 background screening pursuant to s. 435.04.

7. The employment of a medical director to supervise the activities of the dispensing organization.

(c) Upon the registration of 250,000 active qualified patients in the compassionate use registry, approve three dispensing organizations, including, but not limited to, an applicant that is a recognized class member of *Pigford v. Glickman*, 185 F.R.D. 82 (D.D.C. 1999), or *In Re Black Farmers Litig.*, 856 F. Supp. 2d 1 (D.D.C. 2011), and a member of the Black Farmers and Agriculturalists Association, which must meet the requirements of subparagraphs (b)2.-7. and demonstrate the technical and technological ability to cultivate and produce low-THC cannabis.

(d) Allow a dispensing organization to make a wholesale purchase of low-THC cannabis or medical cannabis from, or a distribution of low-THC cannabis or medical cannabis to, another dispensing organization.

(e) Monitor physician registration and ordering of low-THC cannabis, medical cannabis, or a cannabis delivery device for ordering practices that could facilitate unlawful diversion or misuse of low-THC cannabis, medical cannabis, or a cannabis delivery device and take disciplinary action as indicated.

(6) DISPENSING ORGANIZATION.—An approved dispensing organization must, at all times, maintain compliance with the criteria demonstrated for selection and approval as a dispensing organization under subsection (5) and the criteria required in this subsection.

(a) When growing low-THC cannabis or medical cannabis, a dispensing organization:

1. May use pesticides determined by the department, after consultation with the Department of Agriculture and Consumer Services, to be safely applied to plants intended for human consumption, but may not use pesticides designated as restricted-use pesticides pursuant to s. 487.042.
2. Must grow low-THC cannabis or medical cannabis within an enclosed structure and in a room separate from any other plant.
3. Must inspect seeds and growing plants for plant pests that endanger or threaten the horticultural and agricultural interests of the state, notify the Department of Agriculture and Consumer Services within 10 calendar days after a determination that a plant is infested or infected by such plant pest, and implement and maintain phytosanitary policies and procedures.
4. Must perform fumigation or treatment of plants, or the removal and destruction of infested or infected plants, in accordance with chapter 581 and any rules adopted thereunder.

(b) When processing low-THC cannabis or medical cannabis, a dispensing organization must:

1. Process the low-THC cannabis or medical cannabis within an enclosed structure and in a room separate from other plants or products.
2. Test the processed low-THC cannabis and medical cannabis before they are dispensed. Results must be verified and signed by two dispensing organization employees. Before dispensing low-THC cannabis, the dispensing organization must determine that the test results indicate that the low-THC cannabis meets the definition of low-THC cannabis and, for medical cannabis and low-THC cannabis, that all medical cannabis and low-THC cannabis is safe for human consumption and free from contaminants that are unsafe for human consumption. The dispensing organization must retain records of all testing and samples of each homogenous batch of cannabis and low-THC cannabis for at least 9 months. The dispensing organization must contract with an independent testing laboratory to perform audits on the dispensing organization's standard operating procedures, testing records, and samples and provide the results to the department to confirm that the low-THC cannabis or medical cannabis meets the requirements of this section and that the medical cannabis and low-THC cannabis is safe for human consumption.
3. Package the low-THC cannabis or medical cannabis in compliance with the United States Poison Prevention Packaging Act of 1970, 15 U.S.C. ss. 1471 et seq.
4. Package the low-THC cannabis or medical cannabis in a receptacle that has a firmly affixed and legible label stating the following information:
 - a. A statement that the low-THC cannabis or medical cannabis meets the requirements of subparagraph 2.;
 - b. The name of the dispensing organization from which the medical cannabis or low-THC cannabis originates; and

c. The batch number and harvest number from which the medical cannabis or low-THC cannabis originates.

5. Reserve two processed samples from each batch and retain such samples for at least 9 months for the purpose of testing pursuant to the audit required under subparagraph 2.

(c) When dispensing low-THC cannabis, medical cannabis, or a cannabis delivery device, a dispensing organization:

1. May not dispense more than a 45-day supply of low-THC cannabis or medical cannabis to a patient or the patient's legal representative.

2. Must have the dispensing organization's employee who dispenses the low-THC cannabis, medical cannabis, or a cannabis delivery device enter into the compassionate use registry his or her name or unique employee identifier.

3. Must verify in the compassionate use registry that a physician has ordered the low-THC cannabis, medical cannabis, or a specific type of a cannabis delivery device for the patient.

4. May not dispense or sell any other type of cannabis, alcohol, or illicit drug-related product, including pipes, bongs, or wrapping papers, other than a physician-ordered cannabis delivery device required for the medical use of low-THC cannabis or medical cannabis, while dispensing low-THC cannabis or medical cannabis.

5. Must verify that the patient has an active registration in the compassionate use registry, the patient or patient's legal representative holds a valid and active registration card, the order presented matches the order contents as recorded in the registry, and the order has not already been filled.

6. Must, upon dispensing the low-THC cannabis, medical cannabis, or cannabis delivery device, record in the registry the date, time, quantity, and form of low-THC cannabis or medical cannabis dispensed and the type of cannabis delivery device dispensed.

(d) To ensure the safety and security of its premises and any off-site storage facilities, and to maintain adequate controls against the diversion, theft, and loss of low-THC cannabis, medical cannabis, or cannabis delivery devices, a dispensing organization shall:

1.a. Maintain a fully operational security alarm system that secures all entry points and perimeter windows and is equipped with motion detectors; pressure switches; and duress, panic, and hold-up alarms; or

b. Maintain a video surveillance system that records continuously 24 hours each day and meets at least one of the following criteria:

(I) Cameras are fixed in a place that allows for the clear identification of persons and activities in controlled areas of the premises. Controlled areas include grow rooms, processing rooms, storage rooms, disposal rooms or areas, and point-of-sale rooms;

(II) Cameras are fixed in entrances and exits to the premises, which shall record from both indoor and outdoor, or ingress and egress, vantage points;

(III) Recorded images must clearly and accurately display the time and date; or

(IV) Retain video surveillance recordings for a minimum of 45 days or longer upon the request of a law enforcement agency.

2. Ensure that the organization's outdoor premises have sufficient lighting from dusk until dawn.

3. Establish and maintain a tracking system approved by the department that traces the low-THC cannabis or medical cannabis from seed to sale. The tracking system shall include notification of key events as determined by the department, including when cannabis seeds are planted, when cannabis plants are harvested and destroyed, and when low-THC cannabis or medical cannabis is transported, sold, stolen, diverted, or lost.

4. Not dispense from its premises low-THC cannabis, medical cannabis, or a cannabis delivery device between the hours of 9 p.m. and 7 a.m., but may perform all other operations and deliver low-THC cannabis and medical cannabis to qualified patients 24 hours each day.

5. Store low-THC cannabis or medical cannabis in a secured, locked room or a vault.

6. Require at least two of its employees, or two employees of a security agency with whom it contracts, to be on the premises at all times.

7. Require each employee to wear a photo identification badge at all times while on the premises.

8. Require each visitor to wear a visitor's pass at all times while on the premises.

9. Implement an alcohol and drug-free workplace policy.

10. Report to local law enforcement within 24 hours after it is notified or becomes aware of the theft, diversion, or loss of low-THC cannabis or medical cannabis.

(e) To ensure the safe transport of low-THC cannabis or medical cannabis to dispensing organization facilities, independent testing laboratories, or patients, the dispensing organization must:

1. Maintain a transportation manifest, which must be retained for at least 1 year.

2. Ensure only vehicles in good working order are used to transport low-THC cannabis or medical cannabis.

3. Lock low-THC cannabis or medical cannabis in a separate compartment or container within the vehicle.

4. Require at least two persons to be in a vehicle transporting low-THC cannabis or medical cannabis, and require at least one person to remain in the vehicle while the low-THC cannabis or medical cannabis is being delivered.

5. Provide specific safety and security training to employees transporting or delivering low-THC cannabis or medical cannabis.

(7) DEPARTMENT AUTHORITY AND RESPONSIBILITIES.—

(a) The department may conduct announced or unannounced inspections of dispensing organizations to determine compliance with this section or rules adopted pursuant to this section.

(b) The department shall inspect a dispensing organization upon complaint or notice provided to the department that the dispensing organization has dispensed low-THC cannabis or medical cannabis containing any mold, bacteria, or other contaminant that may cause or has caused an adverse effect to human health or the environment.

(c) The department shall conduct at least a biennial inspection of each dispensing organization to evaluate the dispensing organization's records, personnel, equipment, processes, security measures, sanitation practices, and quality assurance practices.

(d) The department may enter into interagency agreements with the Department of Agriculture and Consumer Services, the Department of Business and Professional Regulation, the Department of Transportation, the Department of Highway Safety and Motor Vehicles, and the Agency for Health Care Administration, and such agencies are authorized to enter into an interagency agreement with the department, to conduct inspections or perform other responsibilities assigned to the department under this section.

(e) The department must make a list of all approved dispensing organizations and qualified ordering physicians and medical directors publicly available on its website.

(f) The department may establish a system for issuing and renewing registration cards for patients and their legal representatives, establish the circumstances under which the cards may be revoked by or must be returned to the department, and establish fees to implement such system. The department must require, at a minimum, the registration cards to:

1. Provide the name, address, and date of birth of the patient or legal representative.
2. Have a full-face, passport-type, color photograph of the patient or legal representative taken within the 90 days immediately preceding registration.
3. Identify whether the cardholder is a patient or legal representative.
4. List a unique numeric identifier for the patient or legal representative that is matched to the identifier used for such person in the department's compassionate use registry.
5. Provide the expiration date, which shall be 1 year after the date of the physician's initial order of low-THC cannabis or medical cannabis.
6. For the legal representative, provide the name and unique numeric identifier of the patient that the legal representative is assisting.
7. Be resistant to counterfeiting or tampering.
- (g) The department may impose reasonable fines not to exceed \$10,000 on a dispensing organization for any of the following violations:
 1. Violating this section, s. 499.0295, or department rule.
 2. Failing to maintain qualifications for approval.
 3. Endangering the health, safety, or security of a qualified patient.
 4. Improperly disclosing personal and confidential information of the qualified patient.
 5. Attempting to procure dispensing organization approval by bribery, fraudulent misrepresentation, or extortion.
 6. Being convicted or found guilty of, or entering a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which directly relates to the business of a dispensing organization.
 7. Making or filing a report or record that the dispensing organization knows to be false.
 8. Willfully failing to maintain a record required by this section or department rule.
 9. Willfully impeding or obstructing an employee or agent of the department in the furtherance of his or her official duties.
 10. Engaging in fraud or deceit, negligence, incompetence, or misconduct in the business practices of a dispensing organization.
 11. Making misleading, deceptive, or fraudulent representations in or related to the business practices of a dispensing organization.
 12. Having a license or the authority to engage in any regulated profession, occupation, or business that is related to the business practices of a dispensing organization suspended, revoked, or otherwise acted against by the licensing authority of any jurisdiction, including its agencies or subdivisions, for a violation that would constitute a violation under Florida law.
 13. Violating a lawful order of the department or an agency of the state, or failing to comply with a lawfully issued subpoena of the department or an agency of the state.
- (h) The department may suspend, revoke, or refuse to renew a dispensing organization's approval if a dispensing organization commits any of the violations in paragraph (g).
- (i) The department shall renew the approval of a dispensing organization biennially if the dispensing organization meets the requirements of this section and pays the biennial renewal fee.
- (j) The department may adopt rules necessary to implement this section.
- (8) PREEMPTION.—
 - (a) All matters regarding the regulation of the cultivation and processing of medical cannabis or low-THC cannabis by dispensing organizations are preempted to the state.

(b) A municipality may determine by ordinance the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of dispensing organizations located within its municipal boundaries. A county may determine by ordinance the criteria for the number, location, and other permitting requirements that do not conflict with state law or department rule for all dispensing facilities of dispensing organizations located within the unincorporated areas of that county.

(9) EXCEPTIONS TO OTHER LAWS.—

(a) Notwithstanding s. [893.13](#), s. [893.135](#), s. [893.147](#), or any other provision of law, but subject to the requirements of this section, a qualified patient and the qualified patient's legal representative may purchase and possess for the patient's medical use up to the amount of low-THC cannabis or medical cannabis ordered for the patient, but not more than a 45-day supply, and a cannabis delivery device ordered for the patient.

(b) Notwithstanding s. [893.13](#), s. [893.135](#), s. [893.147](#), or any other provision of law, but subject to the requirements of this section, an approved dispensing organization and its owners, managers, and employees may manufacture, possess, sell, deliver, distribute, dispense, and lawfully dispose of reasonable quantities, as established by department rule, of low-THC cannabis, medical cannabis, or a cannabis delivery device. For purposes of this subsection, the terms "manufacture," "possession," "deliver," "distribute," and "dispense" have the same meanings as provided in s. [893.02](#).

(c) Notwithstanding s. [893.13](#), s. [893.135](#), s. [893.147](#), or any other provision of law, but subject to the requirements of this section, an approved independent testing laboratory may possess, test, transport, and lawfully dispose of low-THC cannabis or medical cannabis as provided by department rule.

(d) An approved dispensing organization and its owners, managers, and employees are not subject to licensure or regulation under chapter 465 or chapter 499 for manufacturing, possessing, selling, delivering, distributing, dispensing, or lawfully disposing of reasonable quantities, as established by department rule, of low-THC cannabis, medical cannabis, or a cannabis delivery device.

(e) An approved dispensing organization that continues to meet the requirements for approval is presumed to be registered with the department and to meet the regulations adopted by the department or its successor agency for the purpose of dispensing medical cannabis or low-THC cannabis under Florida law. Additionally, the authority provided to a dispensing organization in s. [499.0295](#) does not impair the approval of a dispensing organization.

(f) This subsection does not exempt a person from prosecution for a criminal offense related to impairment or intoxication resulting from the medical use of low-THC cannabis or medical cannabis or relieve a person from any requirement under law to submit to a breath, blood, urine, or other test to detect the presence of a controlled substance.

History.—s. 2, ch. 2014-157; s. 1, ch. 2016-123; s. 24, ch. 2016-145.

RESOLUTION NO. 2016-18

A RESOLUTION BY THE CITY OF PERRY, FLORIDA, CITY COUNCIL, RELATING TO PUBLIC HEALTH AND SAFETY, ESTABLISHING A TEMPORARY MORATORIUM (365 DAYS) ON THE CULTIVATION, PROCESSING, OR DISPENSING OF CANNABIS, INCLUDING LOW-THC CANNABIS; REPEALER; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, in 2014, the Florida Legislature enacted Section 381.986, F.S. ("Compassionate use of low-THC cannabis"), known as the "Compassionate Medical Cannabis Act of 2014" ("the Act"); and

WHEREAS, the Act allows the use of low-THC cannabis by qualified patients for medical use when ordered by a Florida physician; and

WHEREAS, the Act authorized licensed physicians to order low-THC cannabis beginning January 1, 2015, for qualified patients under specified conditions, primarily those suffering from cancer or severe and persistent seizures and muscle spasms; and

WHEREAS, the Act charged the Florida Department of Health ("the Department") with the responsibility of implementing the law by crafting an administrative rule, as well as the establishment of a compassionate-use registry by January 1, 2015, the establishment of an Office of Compassionate Use, requiring the Department to work with the state university system to bring FDA-approved investigational new drugs for the treatment of refractory epilepsy to Florida, and to establish five "dispensing organizations" to grow, process, and dispense low-THC cannabis to qualified Florida patients; and

WHEREAS, the Department began rulemaking immediately after the legislative session to establish a regulatory structure for approving the five dispensing organizations; and

WHEREAS, a robust regulatory scheme was needed because among other things, cannabis remains illegal under federal law, and the passage of the Act fundamentally altered the partnership between the federal law enforcement agencies and state and local law enforcement agencies; and

WHEREAS, during rulemaking, provisions of the proposed rule (Rule 64-4.001, et. seq., Florida Administrative Code) ("the Rule") were challenged by several nurseries that had operated for over 30 years, as well as the Florida Medical Cannabis Association; and

WHEREAS, the rule challenge halted the progress in implementing the Rule, but the challenge has now been resolved in favor of the Department, and opening the opportunity for a dispensing organization to become authorized and located in various regions in Florida; and

WHEREAS, a "dispensing organization" is defined in Sec. 381.986(1)(a), F.S. as "an organization approved by the department to cultivate, process, and dispense low THC cannabis pursuant to this section."; and

WHEREAS, a "Dispensing Organization" is defined in the Rule as "A nursery that meets the requirements of Section 381.986(5)(b)1., F.S., including its contractual agents, which has been authorized by the department to cultivate, process and dispense low-THC cannabis."; and

WHEREAS, "Cultivation Facility" is defined in the Rule as "Any area designated in the application for the cultivation of low-THC cannabis;" and

WHEREAS, a "Processing Facility" is defined in the Rule as "Any area designated in the application for the processing of Derivative Product;" and

WHEREAS, a "Dispensing Facility" is defined in the Rule as "Any area designated in the application where Derivative Product is dispensed at retail;" and

WHEREAS, it is not the intent of this Resolution to interfere with legitimate medical treatment through the legal use of controlled substances; and

WHEREAS, it is anticipated that state legislation purporting to authorize the cultivation, processing, and dispensing of other forms of cannabis in addition to those addressed in the Act will be proposed to the Legislature in 2017; and

WHEREAS, the cultivation, processing, and dispensing of cannabis, including low-THC cannabis, represents new land uses not previously studied in drafting the City's current regulations, and as new uses are not adequately addressed;

WHEREAS, the use of land for the cultivation, processing, or dispensing of cannabis in the interim could pose serious adverse effects and cause irreparable harm to the public health, safety and welfare of the citizens of the City of Perry; and

WHEREAS, during this time the Council finds that there is a legitimate public purpose in the research of the low-THC strain known as "Charlotte's Web" but the Council also finds that there is a need to fully study this issue and review appropriate legislation to address the increasing public concern about the potential location of facilities to cultivate, process, or dispense cannabis, including low-THC cannabis, within the City of Perry;

WHEREAS, the Council hereby directs City staff to analyze the effects and potential effects of allowing the cultivation, processing, and dispensing of cannabis, including low-THC cannabis, in the City and to analyze whether such activities should be prohibited altogether or

whether additional standards should be incorporated into the City of Perry Land Development Code relating to these land uses which would further and promote the public health, safety, morals and general welfare; and

WHEREAS, the City Council finds and declares a need to impose a temporary moratorium on the cultivation, processing, or dispensing cannabis, including low-THC cannabis, within the City of Perry, to allow the County and its municipalities time to create appropriate local regulations and standards consistent with state and federal law and regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRY AS FOLLOWS:

SECTION 1. AUTHORITY.

This Resolution is enacted pursuant to Chapter 166, Fla. Stat. (2015), and under the home rule powers of the City in the interest of the health, peace, safety and general welfare of the people of the City of Perry, Florida.

SECTION 2. LEGISLATIVE FINDINGS OF FACT.

The foregoing Whereas clauses, incorporated herein, are true and correct. The Council finds and declares that in the best interest of the general public there exists a need to enact a resolution regulating the establishment of land uses related to the cultivation, processing, or dispensing of cannabis, including low-THC cannabis, in the City of Perry. The Council further finds that in order for City staff to examine and make recommendations to the Council as to the criteria to be considered, if any, by the City for the establishment such land uses, it is necessary to place a moratorium on the establishment such land uses beginning on the effective date of this Resolution. All pending applications, if any, are subject to this Resolution.

SECTION 3. INTENT AND PURPOSE.

It is the purpose and intent of this Resolution to promote the health and general welfare of the residents of the City of Perry through the analysis of any impacts from the cultivation, processing, or dispensing of cannabis (including low-THC cannabis), the effectiveness of existing and emerging regulatory efforts, the legality of such uses under federal and state law, and thorough consideration of permanent prohibition of, or criteria for the location of, such land uses within the City of Perry.

SECTION 4. TEMPORARY MORATORIUM IMPOSED.

The City hereby imposes a temporary moratorium on the issuance of any permits authorizing the construction or siting of any Cultivation Facility, Processing Facility, Dispensing Facility, or the operation or use of an existing facility as a Cultivation Facility, Processing Facility, Dispensing Facility, or the use of any property for the cultivation, processing, or dispensing of cannabis, including but not limited to low-THC cannabis. This moratorium is imposed pursuant to the City's police powers to protect the public health, safety and welfare of the community at large.

SECTION 5. DURATION OF MORATORIUM.

This moratorium shall remain in effect for 365 days from the effective date of this Resolution or until such time as repealed by the City, whichever occurs first, and may be extended by resolution of the Council to the extent permitted by law.

SECTION 6. APPLICABILITY.

This Resolution shall be applicable in the city limits of the City of Perry.

SECTION 7. SEVERABILITY.

It is declared to be the intent of the City Council of the City of Perry, Florida, that if any section, subsection, sentence, clause or provision of this Resolution shall be declared invalid, the remainder of this Resolution shall be construed as not having contained said section, subsection, sentence, clause, or provisions and shall not be affected by such holding. In addition, this Resolution will automatically sunset upon the effective date of any state or federal law that expressly preempts local government regulation of the subject matter and restrictions contained in this Ordinance.

SECTION 8. EFFECTIVE DATE.

This Resolution shall take effect immediately.

SECTION 9. SUNSHINE.

It is found and determined that all formal actions of the City Council of Perry concerning and relating to the adoption of this Resolution were taken in an open meeting of the City Council of Perry and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements including Chapter 286, Florida Statutes, commonly referred to as the Sunshine Law.

SECTION 10. EMERGENCY MEASURE.

This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare of the residents of the City of Perry, Florida, the immediate emergency being the necessity to impose a temporary moratorium on issuing any and all permits to operate a Cultivation Facility, Processing Facility, or Dispensing Facility within

THIS RESOLUTION BEING ADOPTED by the City Council of the City of Perry, Florida,
in a regular meeting assembled on the 8th day of November, 2016.

Mike Deming
MIKE DEMING, MAYOR

Being

CLERK OF THE CITY COUNCIL